

MEMORANDUM OF UNDERSTANDING

**For the Implementation of the ECOWAS Regulation
N°C/REG.21/12/17 on Roaming on Public Mobile
Communications Networks in the ECOWAS Region**

between

CÔTE D'IVOIRE

and

THE GAMBIA

Handwritten signatures and initials in blue ink: A stylized signature, NUS, A.Y., S.B., and WJ.

Preamble:

- i. Considering Regulation C/REG.21/12/17 on roaming on public mobile communications networks in the Community space (ECOWAS Regulation);
- ii. Considering the need for ECOWAS Member States to facilitate the mobility of populations through ICTs, by implementing roaming at lower cost;
- iii. Considering the 16th meeting of ECOWAS Ministers in charge of Telecommunications, held from 1 to 3 October 2019, during which Côte d'Ivoire was designated as the "CHAMPION" for the implementation of ECOWAS roaming;
- iv. Considering the decision taken at the 18th meeting of ECOWAS Ministers in charge of Telecommunications/ICT/Digitalization and Post held on 22 April, 2022 that Member states should adopt a phased implementation approach on the basis of reciprocity;
- v. Considering the recommendations of the 20th Annual General Assembly of WATRA held on 28 and 29 March 2023 in Bamako (Mali) aimed at implementing community roaming in the ECOWAS space;
- vi. Considering the correspondence between the Regulatory Authority of Côte d'Ivoire (ARTCI) and The Gambia Public Utilities Regulatory Authority (PURA), in which both countries decided to fully implement ECOWAS roaming regulation;
- vii. Recognizing the common will of Côte d'Ivoire and The Gambia to fully implement community roaming for the benefit of their respective populations, and in the interest of their operators and providers of community roaming services;
- viii. Recognizing that the reduction or even elimination of roaming charges is a catalyst for integration and a business opportunity for both countries;
- ix. Having regard to the conclusions of the meeting held between the Regulators in The Gambia and Côte d'Ivoire and their respective Mobile Network Operators (MNOs) (hereinafter "Parties") from 6th to 8th August 2024 in Banjul, The Gambia.

The Parties agree as follows:

1. General Terms:

- 1.1. The purpose of this Memorandum is to define the terms and conditions for the implementation by Côte d'Ivoire and The Gambia of Regulation C/REG.21.12.17 of 16th December 2017 on roaming on mobile communications networks open to the public within the ECOWAS space.
- 1.2. The Parties shall ensure the application of all the provisions of Regulation C/REG.21.12.17 of 16th December 2017 on roaming on mobile communications networks open to the public within the ECOWAS space.

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- 1.3. The Parties agree that upon signature of this Memorandum of Understanding, the roaming service between The Gambia and Côte d'Ivoire concerns voice, SMS and data services. They agree that it may be extended to other services.

2. Governance and monitoring of the implementation of the agreement:

- 2.1. There is an established Monitoring Committee (the Committee), composed of representatives of the ARTCI, the PURA and the MNOs of both countries, to ensure coordination and periodic monitoring of the implementation of the provisions of this Agreement.
- 2.2. The Monitoring Committee shall be responsible for the preparation of a work plan and a detailed action plan for the implementation of this Agreement.

The Committee shall convene in accordance with the work plan and may do so online or in person at the request of one of the Parties.

- 2.3. The ARTCI and the PURA shall chair the meetings on a rotational basis;

3. Roaming links:

- 3.1. Roaming traffic between Côte d'Ivoire and The Gambia shall be routed via the direct links.
- 3.2. MNOs are encouraged to set up direct links to route the roaming traffic between Côte d'Ivoire and The Gambia.
- 3.3. MNOs with direct links are encouraged to make these links available under transparent, non-discriminatory conditions and at preferential rates.
- 3.4. The Parties agree to remove all obstacles to the implementation of this Protocol.

4. Wholesale roaming charges:

- 4.1. The wholesale roaming charge (inter-operator tariffs or IOT) that an operator in the visited country shall charge from the roaming customer's home operator may not exceed 60% of the pre-tax retail tariffs applied for voice and SMS, and 80% for data.
- 4.2. The Parties note that the MNOs have agreed not to charge roaming call termination rates.

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- 4.3. Mobile operators are requested to implement specific call originating rates for “back-home” traffic flows.

5. Retail charges for roaming services:

- 5.1. The roaming call reception service is free of charge, without limitation, for roaming customers in both countries for thirty (30) consecutive days.

Beyond this 30-day limit, community roaming conditions are no longer applicable, except at the MNOs convenience.

- 5.2. Calls from roaming customers to customers of networks in the visited country are charged at a rate not exceeding that applied by the visited network for national calls.

- 5.3. The tariff that an operator may charge its roaming customers in one of the two (2) countries, Parties to this Agreement, for an international call made to an ECOWAS space outside the two countries, may not exceed the highest international tariff charged in the visited country to the concerned destination.

- 5.4. The SMS rate applied to roaming customers to the visited country is a rate that does not exceed the highest rate applied by the visited network for SMS to the customer's country.

- 5.5. SMS messages roamed to the home country are billed at the rate applied by the visited network operator for SMS messages to the customer's home country.

- 5.6. Data services for roaming users are charged at a rate that does not exceed the highest megabyte rate applied in both countries;

The Parties shall regularly update the tariff ceilings applicable in both countries.

6. ECOWAS roaming packages:

- 6.1. MNOs are encouraged to offer ECOWAS roaming packages to their roaming customers travelling in both countries.

7. Fraud Management:

- 7.1. The Monitoring committee shall define relevant Key Performance Indicators (KPIs) to manage roamers' abnormal behaviors, in accordance with the ECOWAS Roaming Regulation.

- 7.2. MNOs shall ensure that their SIMs are activated and that their subscribers use telecommunications/ICT services at least fifteen (15) days before any use of Community roaming services.

7.3. In order to prevent any abusive or abnormal use of Community roaming services, MNOs shall monitor indicators of their subscribers' roaming consumption and presence. These indicators concern, in particular:

- the proportion of calls made and received while roaming;
- the average duration of roaming calls made and received;
- the diversity of roaming calls.

These indicators and the control procedures are defined by the Committee.

7.4. The NRAs and MNOs of the two (2) countries shall exchange information on fraud and abuses observed. To this end, the Committee shall define the format of the document and the relevant information to be communicated.

7.5. The NRAs and MNOs shall take necessary and prompt actions to stop or reduce the impact of any fraudulent and damaging acts by using their respective fraud solutions.

7.6. The Monitoring committee shall define mechanisms to promote interaction, to coordinate and supervise activities to prevent abuse and combat fraud. These mechanisms must include the identification of contact points for all the players involved, communication channels and procedures for interaction, escalation and problem resolution.

These mechanisms shall be defined **no later than three (3) months after the signature of this Agreement.**

7.7. MNOs shall take all steps to ensure correct and complete identification of their customers, in accordance with national laws.

8. Communication and stimulation of uses:

8.1. The NRAs and MNOs are encouraged to implement communication campaigns with a view to popularize Community roaming and increasing the use of Community roaming services.

9. Effective launch date:

9.1. The effective date for the implementation of the roaming services under the ECOWAS Regulation between Côte d'Ivoire and The Gambia is **30th September 2024 at 23 hours 59 minutes at the latest.**

10. Dispute resolution:

10.1. Any dispute arising from the implementation of this Agreement shall be settled amicably by the Committee within a maximum period of sixty (60) days from the date of its notification to the Committee.

10.2. If the dispute is not settled within this period, the Committee shall refer the matter to the respective NRAs.

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11. Duration:

11.1. This Agreement is concluded for a **period of three (03) years**, renewable by tacit agreement.

12. Evaluation:

12.1. An evaluation report shall be submitted by the Committee as established under point 1.1, to the NRAs of both countries, **at the latest three (3) months after the effective implementation date of roaming between the two (2) countries;**





12.2. The Parties agree to a periodic evaluation of this Memorandum of Understanding every six (06) months from the date of implementation of the said Memorandum.

13. Coming into force and revision:



13.1. This Memorandum of Understanding shall take effect from the date of signature and may be revised at the request of either Party.

Done in Banjul, in eight (8) original copies, on 7th August 2024.

Signed by:

<p>PURA, The Gambia Name: DR. NIJOGOU BAH Signature:  Designation: DIRECTOR GENERAL Date: 07 August, 2024</p>	<p>ARTCI, Côte d'Ivoire Nom: FOTIANA Lzncine' Signature:  Fonction: Directeur des Etudes et de la Prospective Date: 07 Aout 2024.</p>
<p>AFRICELL, The Gambia Name: SALLY BITTAYE Signature:  Designation: SENIOR REGULATORY AFFAIRS MANAGER Date: 7th AUGUST 2024</p>	<p>MOOV AFRICA, Côte d'Ivoire Nom: Charles Siarrey Signature:  Fonction: Directeur Juridique Date: 07 Aout 2024</p>

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<p>COMIUM, The Gambia</p> <p>Name : ALI Yahfoufi</p> <p>Signature : </p> <p>Designation : Senior Core Manager</p> <p>Date : 07 - August - 2024</p>	<p>MTN, Côte d'Ivoire</p> <p>Nom :</p> <p>Signature :</p> <p>Fonction :</p> <p>Date :</p>
<p>QCELL, The Gambia</p> <p>Name : Alhassat Jah</p> <p>Signature : </p> <p>Designation : CTB</p> <p>Date : 7/8/24</p>	<p>ORANGE, Côte d'Ivoire</p> <p>Nom :</p> <p>Signature :</p> <p>Fonction :</p> <p>Date :</p>

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