

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

NATIONAL COMMUNICATIONS AUTHORITY (GHANA)

and

**THE PUBLIC UTILITIES REGULATORY AUTHORITY
(THE GAMBIA)**

FOR IMPLEMENTATION

By

*THEIR RESPECTIVE MOBILE NETWORK OPERATORS
(MNOs)*

Preamble:

- i. Considering Regulation C/REG.21/12/17 on Roaming on Public Mobile Communications Networks in the Community (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 Ghana was designated as the Vice-Chair 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 based on 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 region.
- vi. Considering the correspondence between the National Communications Authority of Ghana (NCA) and The Gambia Public Utilities Regulatory Authority (PURA), in which both countries decided to fully implement the ECOWAS roaming regulation.
- vii. Recognizing the common will of Ghana 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 Ghana and their respective Mobile Network Operators (MNOs) (hereinafter "Parties") from 19th to 20th November 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 Ghana 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.
- 1.3. The Parties agree that upon signature of this Memorandum of Understanding, the roaming service between The Gambia and Ghana 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 established by this Agreement a Monitoring Committee (the Committee), composed of representatives of the NCA, PURA and the Mobile Network Operators 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 either virtually or in person at the request of one of the Parties.

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

3. Surcharge on Incoming Intra-Community Roaming Traffic:

- 3.1. No surcharges (minimum rate for international incoming electronic communication traffic) on incoming intra-community roaming traffic between the two countries will be applied in the implementation of this agreement.

4. Roaming Links:

- 4.1. Roaming traffic between Ghana and The Gambia may be routed via the direct links.
- 4.2. MNOs are encouraged to set up direct links to route the roaming traffic between Ghana and The Gambia.
- 4.3. Where there are no direct links, MNOs may route voice roaming traffic through alternative links.

- 4.4. MNOs with direct links are encouraged to make these links available under transparent and non-discriminatory conditions.
- 4.5. The Parties agree to remove all obstacles for the implementation of this Protocol.

5. Wholesale Roaming Charges:

- 5.1. The **wholesale rate** that the visited mobile network operator may levy on the customer's roaming provider for the provision of **roaming data service originating** on that visited mobile network shall not exceed 80% of the highest effective bundling retail rate per megabyte in the visited country.
- 5.2. The local wholesale charge that the visited mobile network operator may levy on the customer's roaming provider for the provision of **roaming voice service originating on that visited mobile network and terminating on any network of the visited country shall not exceed 60% of the retail charge for a local call.**
- 5.3. The local wholesale charge that the visited mobile network operator may levy on the customer's roaming provider for the provision of roaming SMS service originating on that visited mobile network and terminating on any network of the visited country shall not exceed 60% of the retail charge for a local SMS.
- 5.4. Intra-community wholesale charge that the visited network operator may levy on the customer's roaming provider for the provision of a community roaming call originating on that visited network shall not exceed 60% of the intra-community retail charge.
- 5.5. Intra-community wholesale charge that the visited network operator may levy on the customer's roaming provider for the provision of a community roaming SMS originating on that visited network and terminating on another ECOWAS Member State's network, including the home country, shall not exceed 60% of the intra-community retail charge.

6. Retail Charges for Roaming Services:

- 6.1 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.

- 6.2 The local retail charge (excluding VAT) that a roaming operator may levy on a customer for the provision of roaming calls originating on a visited network and terminating on any network of the visited country shall not exceed the highest tariff for local calls on the visited country.
- 6.3 The intra-community retail charge (excluding VAT) for voice tariffs which a roaming provider may levy on its customer for the provision of roaming calls to either ECOWAS Member States, including the home country, shall not exceed the highest tariff for international calls from the visited country to the called country.
- 6.4 The local retail charge (excluding VAT) that an operator may levy on a roaming customer for an SMS originating on a visited network and terminating on any network of the visited country shall not exceed the highest tariff for local SMS in the visited country.
- 6.5 The retail charge (excluding VAT) that a roaming provider may levy on a customer for the provision of roaming data services shall not exceed the highest effective bundling rate per megabyte in the visited country. Effective bundling rate per megabyte is defined as the price of one (1) megabyte of data in a bundle.
- 6.6 The Parties shall regularly update the tariff ceilings applicable in both countries.

7. International Carrier Fees:

- 7.1. The Parties agree that where the use of direct links is not feasible, the interconnect carrier fees on incoming calls for the inbound roamers shall not exceed the ceiling rate adopted by the Monitoring Committee.

8. ECOWAS Roaming Packages:

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

9. Fraud Management:

- 9.1. The Monitoring committee shall define relevant Key Performance Indicators (KPIs) to manage roamers' abnormal behaviours in accordance with the ECOWAS Roaming Regulation.
- 9.2. 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 traffic (voice, SMS and data) made and received while roaming.
- The average duration of roaming traffic (voice, SMS and data) made and received.
- The diversity of roaming traffic (voice, SMS and data).

The Committee shall define these indicators and the control procedures.

- 9.3. Both countries' National Regulatory Authorities (NRAs) and their respective Mobile Network Operators (MNOs) 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.
- 9.4. 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.
- 9.5. 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 Parties have signed this Agreement.**

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

10. Communication:

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

11. Effective Go-Live Date:

- 11.1. The Parties agree that the effective Go-Live date for the ECOWAS Free Roaming Service under this Agreement shall be **1st April, 2025.**

12. Dispute Resolution:

- 12.1. Any dispute arising from the implementation of this Agreement shall be settled amicably by the Monitoring Committee within a maximum period of sixty (60) days from the date of its notification to the Committee.
- 12.2. If the dispute is not settled within this period, the Committee shall refer the matter to their respective National Regulatory Authorities.

13. Duration:

- 13.1. This Agreement is concluded for a **period of three (3) years**, renewable by tacit agreement.

14. Evaluation:

- 14.1. An evaluation report shall be submitted by the Monitoring Committee to the NRAs of both countries bi-annually, the first of which shall be submitted not later than six (6) months after the Go-Live date.

15. Exclusivity:

- 15.1 This Agreement is closed and is not intended to be extended to other countries.

Each Party may, however, freely conclude agreements with other countries for the same purposes as those covered by this Agreement.

16. Effective Date and Amendment:

- 16.1. This Memorandum of Understanding shall take effect from the date of signature by all Parties.
- 16.2. This Agreement may be modified upon mutual consent of the Parties, and such modification shall be confirmed through the exchange of letters stating clearly the effective date of the proposed modification.
- 16.3. An amended Memorandum, incorporating the changes made, shall be signed by all Parties.

Done in Banjul, in ten (10) original copies, this 20th day of November, 2024

Signed by the Authorized Representatives of:

Public Utilities Regulatory Authority, The Gambia Name: Signature: Designation: Date:	National Communications Authority, Ghana Name : Signature : Designation: Date:
AFRICELL, The Gambia Name: Signature: Designation: Date:	AT, Ghana Name : Signature: Designation: Date:
COMIUM, The Gambia Name: Signature: Designation: Date:	MTN, Ghana Name : Signature : Designation: Date:

<p>QCELL, The Gambia</p> <p>Name:</p> <p>Signature:</p> <p>Designation:</p> <p>Date:</p>	<p>TELECEL, Ghana</p> <p>Name :</p> <p>Signature :</p> <p>Designation:</p> <p>Date:</p>
<p>GAMCEL, The Gambia</p> <p>Name:</p> <p>Signature:</p> <p>Designation:</p> <p>Date:</p>	
<p>GIRAFFE, The Gambia</p> <p>Name:</p> <p>Signature:</p> <p>Designation:</p> <p>Date:</p>	