

NatCA

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

**THE NATIONAL COMMUNICATIONS AUTHORITY (NATCA)
SIERRA LEONE
AND**

**THE PUBLIC UTILITY REGULATORY AUTHORITY (PURA)
THE GAMBIA
FOR IMPLEMENTATION**

BY

THEIR RESPECTIVE MOBILE NETWORK OPERATORS

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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 1st to 3rd 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 22nd 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 28th and 29th March 2023 in Bamako (Mali) aimed at implementing community roaming in the ECOWAS space;
- vi. Considering the correspondence between the Public Utility Regulatory Authority (PURA) of The Gambia and the National Communications Authority (NatCA) of Sierra Leone, in which both countries decided to fully implement the ECOWAS Roaming Regulation;
- vii. Recognizing the common will of Sierra Leone 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 Sierra Leone and The Gambia and their respective Mobile Network Operators (MNOs) (hereinafter "Parties") from 29th to 31st January 2025 in Freetown, Sierra Leone.

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 Sierra Leone 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 Sierra Leone and The Gambia concerns voice, SMS and data services. This Agreement may be extended to other services upon agreement of both parties.

2. Governance and Monitoring of the Implementation of this Agreement

- 2.1. There is established by this Agreement a Monitoring Committee (the Committee), composed of four (4) representatives each of the NatCA and the PURA and two (2) each of 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.
- 2.3. The Committee shall convene in accordance with the work plan and may do so virtually or in person at the request of one of the Parties.
- 2.4. The NatCA and the 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 Sierra Leone and The Gambia may be routed via direct or indirect links.
- 4.2. MNOs are encouraged to set up direct links to route the roaming traffic between Sierra Leone and The Gambia.
- 4.3. MNOs with direct links are encouraged to make these links available to other MNOs without direct links under transparent, non-discriminatory conditions and at minimal rates.
- 4.4. The Parties agree to remove all obstacles to the implementation of this Agreement.

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.

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- 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 and terminating on another ECOWAS Member State's network, including the home country, 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 for roaming customers in both countries for thirty (30) consecutive days.
 - 6.1.1 Beyond this 30-day limit, Community roaming conditions are no longer applicable, except at the MNOs' convenience.
 - 6.1.2 However, the customer shall only renew their free call reception in the same visited country after seven (7) consecutive days in their home country.
- 6.2. The local retail charge (excluding VAT) that an 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 in the visited country.
- 6.3. The intra-community retail charge (excluding VAT) for voice tariffs which an operator may levy on a customer for the provision of roaming calls to other 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 an operator may levy on a customer for the provision of roaming data services shall not exceed the highest effective

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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 tariff ceilings to be adopted by the Monitoring Committee shall include the interconnect carrier fees.

8. ECOWAS Roaming Packages

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

9. Fraud Management

- 9.1. The Monitoring Committee shall define relevant Key Performance Indicators (KPIs) to manage abnormal behaviors in roamers, in accordance with the ECOWAS Roaming Regulation.
- 9.2. MNOs shall ensure that their SIMs are activated and registered using the applicable subscriber registration regulations in each country and that their subscribers use telecommunications/ICT services at least thirty (30) days before any use of Community roaming services.
- 9.3. In order to prevent any abusive or abnormal use of Community roaming services, MNOs shall monitor indicators of their subscribers' roaming consumption and presence regularly. These indicators concern, in particular:
- The proportion of roaming traffic made and received while roaming;
 - The average duration of roaming traffic made and received; and
 - The diversity of roaming traffic.
- 9.3.1 These indicators and the control procedures are to be defined by the Monitoring Committee.
- 9.4. The National Regulatory Authorities (NRAs) and MNOs of the two (2) countries shall exchange information on fraud and abuses observed. To this end, the Monitoring Committee shall define the format of the document and the relevant information to be communicated.
- 9.5. 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 management solutions;
- 9.6. The Monitoring Committee shall define mechanisms to promote interaction, to coordinate and supervise activities to prevent abuse and combat fraud. These

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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 signing of this Agreement;

- 9.7. 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 effective date for the implementation of the roaming services under the ECOWAS Regulation between Sierra Leone and The Gambia is 2nd May 2025.

12. Dispute Resolution

- 12.1. The Monitoring Committee shall settle any dispute arising from the implementation of this Agreement amicably 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 Monitoring Committee shall refer the matter to the respective NRAs.

13. Duration

- 13.1. This Agreement is concluded for an initial period of three (3) years, renewable by the consent of both parties.

14. Evaluation

- 14.1. An evaluation report shall be submitted by the Monitoring Committee as established under point 2.1, to the NRAs of both countries, at the latest three (3) months after the effective Go-Live date between the two (2) countries.

- 14.2. The Parties agree to a periodic evaluation of this Memorandum of Understanding every six (6) months from the date of implementation.

15. Exclusivity

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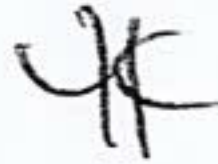
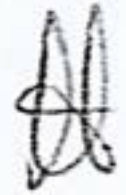
15.1. This Agreement is exclusive to the Parties. Each Party may, however, freely conclude Agreements with other countries for the same purposes as those covered by this Agreement.

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.

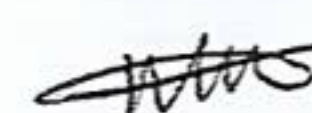
16.3. An amended Memorandum, incorporating the changes made, shall be signed by all Parties.



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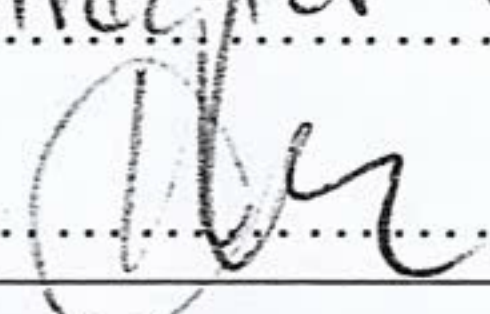
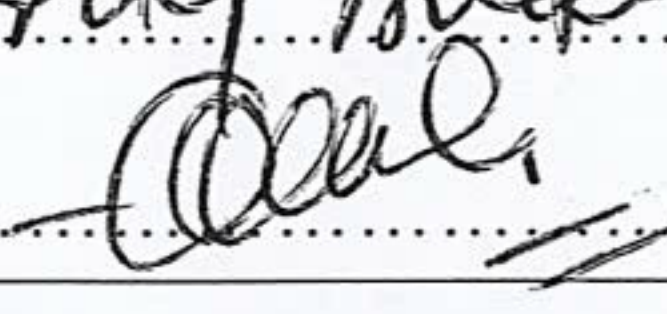
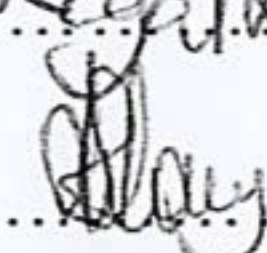
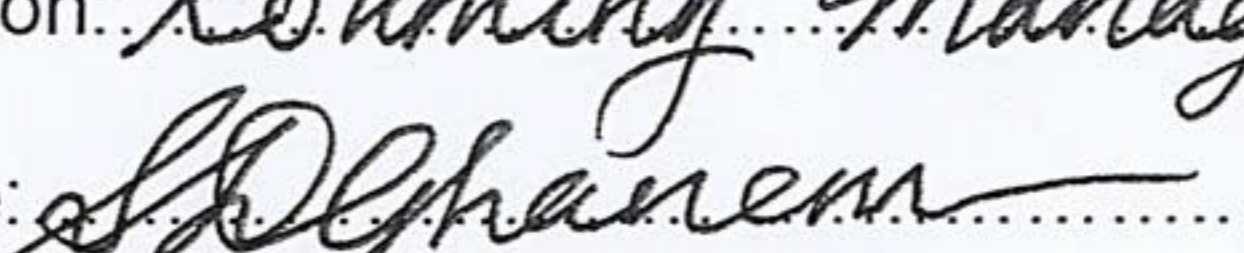
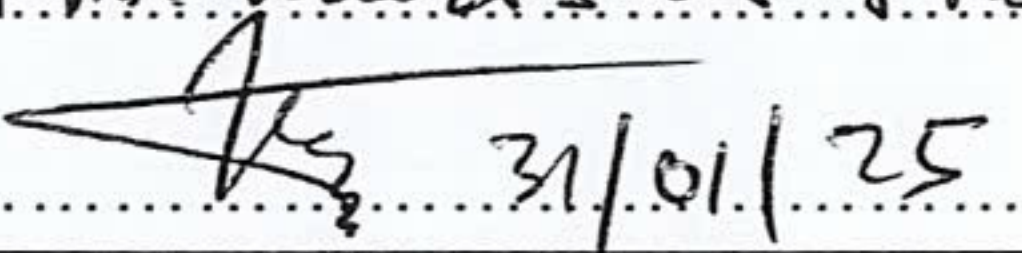
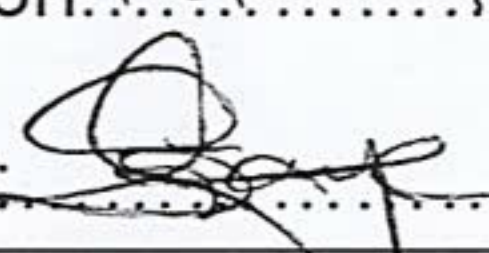
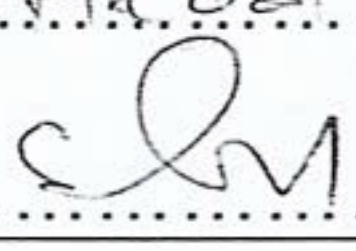
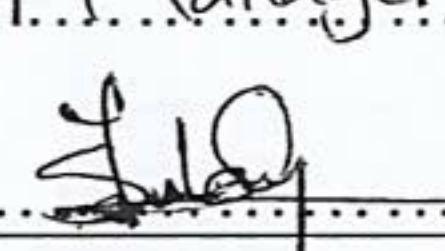
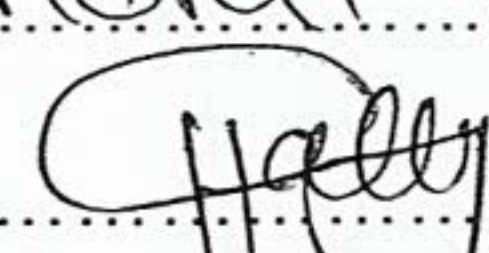
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Done in Freetown, Sierra Leone, in ten (10) original copies,

on: 31st January 2015

Signed by:

NatCA, Sierra Leone Name: Amara Brewah Designation: Director General Signature: 	PURA, The Gambia Name: Solo Sime Designation: Deputy Chief Signature: 
AFRICELL, Sierra Leone Name: Sudee Turay Designation: Legal & Regulatory Director Signature: 	AFRICELL, The Gambia Name: Sahar Ghanem Designation: Roaming Manager Signature: 
ORANGE, Sierra Leone Name: Edward Sesay Designation: Mr. Wholesale & roaming Signature:  31/01/25	COMIUM, The Gambia Name: Saibou Gaye Gassay Designation: International Roaming Coordinator Signature: 
QCELL, Sierra Leone Name: SYED HUSSAIN Designation: Head, CW & Roaming Signature: 	QCELL, The Gambia Name: Sulayman Soff Designation: Manager Revenue Assurance Signature: 
	GAMCEL, The Gambia Name: Fatou Fatty Designation: General Manager Signature: 
	GIRAFFE, The Gambia Name: EVEREST ABEL TOUNPAN Designation: HEAD - TECHNICAL TEAM Signature: 