



Autorité de Régulation des
Télécommunications et des Postes



MEMORANDUM OF UNDERSTANDING

FOR THE IMPLEMENTATION OF REGULATION NO.
C/REG.21/12/17 OF 16 DECEMBER 2017
CONCERNING ROAMING ON PUBLICLY AVAILABLE
MOBILE COMMUNICATIONS NETWORKS WITHIN
THE ECOWAS AREA

BETWEEN

SENEGAL

AND

THE GAMBIA

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BETWEEN THE UNDERSIGNED:

This Memorandum of Understanding (MOU) is made BETWEEN The Telecommunications and Postal Regulatory Authority (ARTP) of Senegal, located at Rond-Point des Mamelles, Route des Almadies, BP14130, Dakar- Peytavin , Tel: (221) 33 869 03 69 - Fax: 33 869 03 70), represented by its Director General, **Mr. Dahirou THIAM** , who has full powers to act for the purposes hereof,

Hereinafter referred to as " ARTP",

AND,

The Gambia Public Utilities Regulatory Authority (PURA) of The Gambia, located at 42A Kairaba Avenue, Fajara, Tel: +220 4399601., Fax: 4399605; represented by its Director General, **Dr. Njogou L. Bah**, duly authorized to act for the purposes hereof,

Hereinafter referred to as "PURA",

On the other hand,

Collectively hereinafter referred to as the "**Parties**" and individually referred to as the "**Party**".

Preamble :

The Parties to this Memorandum of Understanding;

- i. Considering Regulation No. C /REG.21/12/17 of 16 December 2017 on roaming on mobile communications networks open to the public within the ECOWAS area (ECOWAS Regulation);
- ii. Considering the need for ECOWAS member states to facilitate the mobility of populations through ICTs, by implementing community roaming at a lower cost;
- iii. Considering the 16th meeting of the Ministers in charge of Telecommunications of ECOWAS, held from October 1 to 3, 2019, during which Côte d'Ivoire was designated as "CHAMPION" for the implementation of ECOWAS roaming;
- iv. Considering the decision taken at the 18th meeting of the Ministers of ECOWAS Member States in charge of telecommunications/ICT, digitalisation and postal services, held online on 22 April 2022, according to which Member States should adopt a phased implementation approach based on reciprocity;
- v. Considering the recommendations of the 20th Annual General Meeting of ARTAO held on March 28 and 29, 2023 in Bamako (Mali) aimed at implementing community roaming in the ECOWAS area;
- vi. Considering the correspondence between the Telecommunications and Postal Regulatory Authority of Senegal (ARTP) and the Public Utilities Regulatory Authority of The Gambia (PURA), by which the two (2) countries decided to fully implement the ECOWAS Regulation on roaming.
- vii. Considering the need for Senegal and The Gambia to facilitate the mobility of populations through ICTs, by implementing roaming at affordable rates between the two countries;
- viii. Considering the need to support cooperation and integration between Senegal and The Gambia, whose populations have similar socio-economic realities, by facilitating communication exchanges to support the free movement of people and goods;
- ix. Recognizing the shared desire of Senegal 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;
- x. Recognizing that reducing or even eliminating roaming charges can be a lever for integration and a business opportunity for both (2) countries;
- xi. Having regard to the conclusions of the meeting between the Regulators of Senegal and The Gambia and their respective mobile network operators (hereinafter referred to as "the Parties") of 11th December 2025 in Dakar, Senegal.

The Parties agree to the following:

1. General provisions:

- 1.1. The purpose of this Protocol is to define the conditions and modalities for the implementation, by Senegal and The Gambia, of Regulation C/REG.21.12.17 of 16th December 2017 concerning roaming on mobile communications networks open to the public within the ECOWAS area.
- 1.2. The Parties shall ensure the application of all 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 area.
- 1.3. The Parties agree that upon signature of this Memorandum of Understanding, roaming services between Senegal and The Gambia cover voice, SMS, and data services. They agree that it may be extended to other services.

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

- 2.1. A Monitoring Committee (the Committee) is established, composed of representatives of the Telecommunications and Postal Regulatory Authority of Senegal (ARTP), The Gambia Public Utilities Regulatory Authority of The Gambia (PURA) and two (2) staff from each operator from both countries, to ensure the coordination and monitoring of the implementation of the provisions of this Protocol.
- 2.2. The Monitoring Committee will be responsible, among other things, for developing a work program and a detailed action plan for the implementation of this Protocol.
- 2.3. The Committee shall meet in accordance with this work programme, or as needed, online or in person, upon reasoned request from one of the Parties.
- 2.4. ARTP and PURA take turns chairing the Committee meetings.
- 2.5. The Parties shall ensure that the operators responsible for implementing this Protocol carry out exchanges of tariff and technical information necessary for the implementation and monitoring of the community roaming service in accordance with a form validated by them.

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. Community roaming traffic routing links:

- 4.1. Community roaming traffic between Senegal and The Gambia will be routed primarily via direct links.

- 4.2. Operators are encouraged to establish direct links for the routing of all community roaming traffic between Senegal and The Gambia.
- 4.3. Operators with direct links are encouraged to make these links available under transparent, non-discriminatory conditions and at preferential rates.
- 4.4. The Parties agree to remove any obstacles to the implementation of this Protocol.

5. Wholesale pricing for roaming services:

- 5.1. The wholesale roaming rate (inter-operator or IOT rates) that an operator in the visited country must collect from the customer's home operator while roaming cannot exceed 60% of the retail rates excluding taxes applied for voice and SMS, and 80% for data.
- 5.2. The Parties note that the operators may agree not to charge each other for community roaming call termination for incoming calls.
- 5.3. Operators will implement specific call outbound tariffs for "back-home" traffic flows.

6. Retail pricing for community roaming services:

- 6.1. The roaming call reception service is free, without limitation, for the mobile subscriber in both (2) countries for a period of thirty (30) consecutive days of stay. Beyond this limit of thirty (30) days, the conditions of community roaming are no longer applicable, unless otherwise agreed by the operators of the two countries. 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. Calls from roaming subscribers to subscribers of the networks in the visited country are charged at a rate not exceeding the highest rate applied in the visited country for national calls.
- 6.3. The tariff that an operator may charge its customers roaming in one of the two (2) countries, parties to this Protocol, for an international call made to a destination in the ECOWAS area outside the two (2) countries, may not exceed the highest international tariff charged in the country visited to the destination concerned.
- 6.4. The SMS rate applied to subscribers roaming to subscribers in the visited country is a rate not exceeding the highest rate applied in the visited country for domestic SMS.
- 6.5. The billing for SMS messages sent while roaming to the country of origin is set at a rate not exceeding the highest rate applied in the country visited for SMS messages to the subscriber's country of origin.

- 6.6. Data service billing for users in community roaming is done at a rate that cannot exceed the highest rate per megabyte applied in the two (2) countries.

The Parties regularly update the applicable tariff ceilings in both (2) countries.

7. Community roaming packages:

- 7.1. Operators are encouraged to offer community roaming packages for the benefit of their subscribers travelling in both (2) countries.

8. Prevention of abuse and combating fraud:

- 8.1. The Monitoring Committee defines relevant criteria, as well as fraud scenarios to manage abnormal behavior of roaming subscribers, in accordance with the ECOWAS Regulation.
- 8.2. Operators ensure that their SIM is activated and that their subscribers use telecommunications/ICT services at least fifteen (15) days before any use of community roaming services.
- 8.3. To prevent any misuse or abnormal use of community roaming services, operators monitor usage and roaming presence indicators for their subscribers. These indicators include, in particular:
- the proportion of calls made and received while roaming in the community.
 - the average duration of calls made and received while roaming in the community.
 - the diversity of calls in community outreach.
- 8.4. These indicators and control procedures are defined by the Committee.
- 8.5. Regulators and operators in both countries exchange information on detected fraud and abuse. The Committee defines the document format and relevant information to be communicated for this purpose.
- 8.6. Regulators and operators in both (2) countries shall take necessary and diligent measures to stop or reduce the impact of any fraudulent and harmful act in the other country by using their respective anti-fraud solutions.
- 8.7. The Committee defines pragmatic mechanisms to foster interaction among stakeholders, coordinate and oversee abuse prevention and fraud prevention activities. These mechanisms must include identifying contact points for all stakeholders involved, communication channels, and procedures for interaction, escalation, and problem resolution.
- 8.8. These mechanisms shall be defined no later than three (3) months after the signing of this Protocol.

- 8.9. Operators take all necessary steps to ensure correct and complete identification of their subscribers, in accordance with national regulatory provisions.

9. Communication and promotion of usage:

- 9.1. Each Regulator is required, as far as it is concerned, to notify the operators in its country of this Community Roaming Memorandum of Understanding and to ensure its effective implementation.
- 9.2. Regulatory authorities and operators are encouraged to implement communication campaigns to popularize community roaming and increase the use of community roaming services.

10. Effective launch (Go-live) date:

- 10.1. The effective date for the implementation of community roaming services under the ECOWAS Regulation between Senegal and The Gambia is set at 31st December 2025 **at 23:59 at the latest.**

11. Dispute resolution:

- 11.1. Any dispute arising from the implementation of this Protocol shall be settled amicably by the Committee within a maximum period of sixty (60) days from the date of its notification to the Committee.
- 11.2. If the dispute is not resolved within this period, the Committee will refer the matter to the respective National Regulatory Authorities.

12. Duration :

- 12.1. This Protocol is concluded for a **period of three (03) years** , renewable by tacit agreement.

13. Assessment :

- 13.1. An evaluation report will be submitted by the Committee, as established in point 1.1, to the National Regulatory Authorities of the two (2) countries, no later than three (3) months after the effective implementation date of community roaming between the two (2) countries;
- 13.2. The Parties agree to a periodic evaluation of this Memorandum of Understanding every six (06) months from the date of implementation of said Protocol.

14. Exclusivity

- 14.1. 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.

15. Entry into force and revision:

- 15.1. This memorandum of understanding takes effect from the date of its signature and may be revised at the request of either Party.

*Done at Dakar, in eight (8) original copies, on **December 11th, 2025.***

They signed:

ARTP, Senegal Name : <i>Thian</i> Signature : <i>[Signature]</i> Function : <i>Director General</i> Date : <i>11/12/25</i>	PURA, The Gambia Name : <i>DR. NJOGOU L. BAH</i> Signature : <i>[Signature]</i> Function : <i>DIRECTOR GENERAL</i> Date : <i>11/12/2025</i>
ORANGE, Senegal Name : Signature : Function : Date :	AFRICELL, The Gambia Name : Signature : Function : Date :
YAS, Senegal Name : Signature : Function : Date :	COMIUM, The Gambia Name : Signature : Function : Date :

EXPRESSO, Senegal Name : Signature : Function : Date :	QCELL, The Gambia Name : Signature : Function : Date :
GAMCEL, The Gambia Name : Signature : Function : Date :	GIRAFFE, The Gambia Name : Signature : Function : Date :