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ETHIOPIAN
COMMUNICATIONS AUTHORITY

**TELECOMMUNICATIONS
WHOLESALE NATIONAL ROAMING
DIRECTIVE
No. 800/2021**

**JULY 2021
ADDIS ABABA**

TELECOMMUNICATIONS WHOLESALE NATIONAL ROAMING DIRECTIVE

WHEREAS it is found important to provide a framework to govern Wholesale National Roaming Service agreements between Telecommunications Operators;

UNDERSTANDING the relevancy to provide clarity on the rules and procedures the Authority shall follow to regulate Wholesale National Roaming agreements,;

RECOGNIZING the importance of providing a more level playing field for New Licensees to reach customers beyond their cellular mobile network coverage, during their initial network roll out period; and,

CONVINCED of the need to lower the barriers to entry and expansion to enhance competition amongst Telecommunications Operators.

NOW, THEREFORE, the Authority hereby issues this Telecommunications Wholesale National Roaming Directive in accordance with 6(2), 44(7), and 54(2) of the Ethiopian Communications Service Proclamation No.1148/2019.

PART I GENERAL

1. Short Title

This Directive shall be referred to as the “Telecommunications Wholesale National Roaming Directive No. 800/2021.”

2. Definitions

In this Directive, unless the context otherwise requires:

- 1) **“Authority”** means the Ethiopian Communications Authority established under Communications Service Proclamation No. 1148/2019.
- 2) **“Downstream Operations”** means the business operations of a Vertically Integrated Operator that concerns with the supply of Retail Services, as if the supply of Retail Services were carried out by a legally separated entity.
- 3) **“Infrastructure Sharing”** means various kinds of arrangements to share a Telecommunications Operator’s active and passive infrastructure, including, but not limited to, the sharing of network elements, antennas, switches, radio access nodes, systems, equipment, facilities, premises or rights of way, with another operator, subject to an agreement between the parties.
- 4) **“Margin Squeeze”** means the occurrence when a Telecommunications Operator with significant market power in a relevant retail market who also supplies an essential Wholesale Service to a competitor in a retail market, sets its retail tariff and, or wholesale tariff, such that, the difference between the retail tariff and the wholesale tariff of the corresponding Wholesale Service, would not allow an efficient retail competitor to sustain a competing service.
- 5) **“Mobile Communications Services”** means communications services provided to end users by licensed Telecommunications Operators for making and receiving voice calls, sending and receiving SMS messages, sending and receiving data, or access to other electronic Communications services.

- 6) **“National Roaming”** means the ability of a subscriber to automatically make and receive voice calls, send and receive text and data, or access other services, even when traveling outside the geographical coverage area of his mobile service provider, by means of using the service of the other service provider’s network in Ethiopia.
- 7) **“National Roaming Coverage Area”** means the geographic area where Wholesale National Roaming Service shall be provided, or is provided.
- 8) **“National Roaming Period”** means a period of time where a New Licensee has the right to request Wholesale National Roaming Service to an operator with Significant Market Power in a relevant market for wholesale mobile access and call origination.
- 9) **“New Licensee”** means a Telecommunications Operator who has been issued a License by the Authority under Telecommunications Licensing Directive No. 1/2021, and not including the incumbent Operator .
- 10) **“Reference Offer”** means a standard form Wholesale National Roaming Service agreement, which describes the relevant services offered broken down into components, and the associated terms and conditions, including charges.
- 11) **“Retail Service”** means a Telecommunications Service that is provided to the end user or subscriber and not to another Telecommunications Operator.
- 12) **“Roaming Provider”** means a Telecommunications Operator that has received a request for Wholesale National Roaming Service from a New Licensee or providing such service.
- 13) **“Roaming Seeker”** means a Telecommunications Operator that has requested Wholesale National Roaming Service from another Telecommunications Operator.
- 14) **“Service Provider”** means a Telecommunications Operator that provides telecommunications services.
- 15) **“Significant Market Power (“SMP”)**” means the ability to materially affect the price or supply in the relevant market for communications service as a result of either control over essential facilities or use of a Person’s position in the market..
- 16) **“Subscriber”** means any person who receives Telecommunications Services and pays the corresponding fees for a certain period of time by virtue of an agreement that he or she enters into or accepts the terms set forth by a Telecommunications Operator.
- 17) **“Vertically Integrated Operator”** means a Telecommunications Operator that provides wholesale and Retail Services.
- 18) **“Wholesale National Roaming Service”** means a kind of Infrastructure Sharing service consisting of the supply of mobile access and call origination from a Telecommunications Operator’s cellular mobile network to its Downstream Operations, or to another Telecommunications Operator that has no mobile cellular coverage in the geographic area where the service is supplied. This service may also be referred as wholesale mobile access and call origination.
- 19) **“Working Days”** means business working days only and shall not include Saturday, Sunday and any day that has been declared to be a public holiday by the Federal Democratic Republic of Ethiopia.

3. Objectives

The main objectives of this Directive are to:

- 1) Provide a framework to govern Wholesale National Roaming Service agreements between Telecommunications Operators;
- 2) Provide clarity on the rules and procedures the Authority shall follow to regulate Wholesale National Roaming agreements, in accordance with Article 44 of the Proclamation;
- 3) Provide a more level playing field for New Licensees to reach customers beyond their cellular mobile network coverage, during their initial network roll out period; and,
- 4) Lower the barriers to entry and expansion to enhance competition amongst Telecommunications Operators.

4. Scope of Application

- 1) This Directive shall apply to the provision of Wholesale National Roaming Services within the territory of the Federal Democratic Republic of Ethiopia.
- 2) The provisions in this Directive do not apply to, or preclude, the provision of Wholesale National Roaming Services between Telecommunications Operators for redundancy purposes in the event of natural disasters, planned, or unplanned network outages.

**PART TWO
ROLE OF THE AUTHORITY**

5. Role of the Authority

- 1) The Authority shall:
 - a) Regulate the provision of Wholesale National Roaming Services (“Wholesale Roaming”);
 - b) Provide a high degree of certainty on the rules governing the provision of Wholesale Roaming between Telecommunications Operators;
 - c) Intervene to determine the terms of the agreement in accordance with Article 44 (9) of the Proclamation, and this Directive, when parties are unable to reach an agreement for Wholesale Roaming; and,
 - d) At all times, reserve the right to examine agreements for Wholesale Roaming to ensure consistency with the relevant licenses and compliance with this Directive or any other applicable Directive adopted by the Authority.
- 2) The Authority may:
 - a) Intervene at its own discretion, or if requested by a party to a Wholesale Roaming agreement, determine whether the charges for Wholesale Roaming are lawful, in accordance with Articles 45 and 46 of the Proclamation, this Directive, or any applicable Directive adopted by the Authority; and
 - b) Intervene at its own discretion, or at the request of a party to an agreement, to resolve a Wholesale Roaming agreement dispute in accordance with the mechanism provided in the dispute resolution mechanism in this Directive and the Authority’s Dispute Resolution Directive.

PART THREE
GENERAL PRINCIPLES FOR WHOLESALE NATIONAL ROAMING

6. Principles of Wholesale National Roaming Services

- 1) All agreements for Wholesale National Roaming shall be consistent with the general principles of transparency, non-discrimination, and lawful tariffs.
 - a) Transparency:
 - i. The Authority's processes in reaching decisions related to Wholesale Roaming matters shall be open and transparent.
 - ii. A Telecommunications Operator that the Authority has determined to have significant market power (SMP) in a relevant market for the provision of wholesale mobile access and call origination services, shall publish a Reference Offer for Wholesale Roaming (the "Reference Offer") approved by the Authority.
 - iii. The Authority shall publish an approved Reference Offer on its website and a Roaming Provider shall make it available to a Roaming Seeker free of charge.
 - b) Non-discrimination:

The terms and conditions for the provision of Wholesale Roaming shall be comparable to how a Wholesale Roaming service provider supplies Wholesale Roaming to its Downstream Operations, or to any other operator.
 - c) Lawful tariffs:

Tariffs for Wholesale Roaming shall be lawful in accordance with Article 45 of the Proclamation, this Directive, and any other applicable Directive adopted by the Authority, including the Telecommunications Lawful Tariff Directive.
- 2) Wholesale Roaming shall allow a subscriber of a New Licensee to have Mobile Communications Services when the subscriber is outside of the coverage area of the New Licensee's cellular mobile network. Such service shall be regarded as reasonably equivalent to the service the subscriber experiences while located within the coverage area of the New Licensee.

7. National Roaming Period

- 1) Wholesale Roaming shall be offered to a New Licensee during a thirty-six (36)-month period following its commercial launch date..
- 2) The National Roaming Period for a New Licensee may be extended beyond the thirty-six (36)-month period by mutual agreement between the parties and subject to the approval of the Authority.

8. National Roaming Coverage Area

- 1) Wholesale Roaming shall be provided in well-defined geographic areas and shall exclude those areas where the New Licensee has built its own cellular mobile network and is fully operational.
- 2) A New Licensee receiving Wholesale Roaming services shall not claim that such National Roaming Coverage Area contributes in any way to the New Licensee's network roll out or coverage obligations set out in its license.

PART FOUR
Wholesale National Roaming Services Procedures

9. Rights and Obligations

- 1) A New Licensee has the right, during its National Roaming Period, to request Wholesale Roaming Services from any Telecommunications Operator that the Authority has determined to have SMP in a relevant market for wholesale mobile access and call origination.
- 2) A Roaming Provider that the Authority has determined to have SMP in a relevant market for wholesale mobile access and call origination, who receives a request for Wholesale Roaming services from a New Licensee, shall have the obligation to accommodate such request to the extent that it is technically feasible, and shall negotiate in good faith, reasonable terms and conditions for such services.
- 3) A Roaming Provider has the right to decline to provide the requested Wholesale Roaming, only if:
 - a) It is technically unfeasible because of:
 - i. Incompatibility issues; or,
 - ii. Unreasonable high risk to the safety, reliability, integrity and security of the telecommunications network or services; or,
 - b) The National Roaming Period of the Roaming Seeker has expired; or,
 - c) The Roaming Seeker has built its own cellular mobile network in the area for which Wholesale Roaming is being requested.

10. Good Faith Negotiations

- 1) Agreements for Wholesale Roaming shall be negotiated in good faith between the operators involved, and where disagreements arise, the parties shall use reasonable endeavors to resolve all disputes relating to Wholesale Roaming.
- 2) Negotiations in good faith implies that each negotiating party shall not:
 - a) Intentionally mislead the other party;
 - b) Coerce the other party into making an agreement that it would not otherwise have made; or,
 - c) Intentionally obstruct negotiations.
- 3) The following actions shall be regarded as a breach of the principle of negotiating in good faith:
 - a) Failing to provide the other operator with all relevant information on a timely basis;
 - b) Demanding to sign non-disclosure agreements that are coercive or unnecessarily broad or restrictive;
 - c) Refusing to allow the insertion of clauses in an agreement that permits future amendments;
 - d) Attempting to tie terms and conditions contained in the agreement to the resolution of other unrelated issues;
 - e) Demanding charges or fees that are not cost oriented;
 - f) Proposing unreasonable terms and conditions;

- g) Actions that are intended to delay negotiations, including, but not limited to, consistent refusal to designate a representative with the authority to make binding commitments; and,
- h) Other actions that may be deemed breaches of the principle of negotiating in good faith as determined by the Authority, from time to time.

11. Requesting Wholesale National Roaming Services

- 1) When a Roaming Seeker makes a request for Wholesale Roaming to another operator, it shall make such request as follows:
 - a) In writing to the Roaming Provider;
 - b) Include sufficient information about the kind of Wholesale Roaming services requested, including, but not limited to, the suggested date for commencement of negotiations, the date for which the Wholesale Roaming is required, the National Roaming Coverage Area, the end date of the Roaming Seeker's National Roaming Period, and technical specifications; and,
 - c) Inform the Authority in writing about the request within five (5) working days.
- 2) Within ten (10) working days of receiving such request, the Roaming Provider shall inform the Roaming Seeker in writing, if it is able to:
 - a) Commence negotiations related to the request for Wholesale Roaming on the proposed date;
 - b) Supply the form of Wholesale Roaming requested; and,
 - c) Provide the Wholesale Roaming service within the time frame requested by the Roaming Seeker.
- 3) Where the Roaming Provider has informed the Roaming Seeker that it is able to provide the requested Wholesale Roaming service, it shall provide a copy of an approved Reference Offer, if available, and initiate negotiations not later than fifteen (15) working days after receipt of the Wholesale Roaming service request.
- 4) The Roaming Provider and Roaming Seeker shall negotiate in good faith and use their best efforts to complete negotiations and execute a Wholesale Roaming agreement not later than thirty (30) working days after initiating negotiations, or within a reasonable timeframe agreed by both parties.
- 5) The Roaming Provider and Roaming Seeker shall ensure that the conditioning of network infrastructure required to put into effect the Wholesale Roaming agreement are completed not later than thirty (30) working days after the execution of the Wholesale Roaming agreement, or within a reasonable timeframe agreed by both parties.
- 6) A request for Wholesale Roaming shall be refused only on grounds set out in Article 9 (3) of this Directive and shall be justified in writing by the Roaming Provider, no later than ten (10) working days after receiving a request for Wholesale Roaming.
- 7) A copy of a refusal of a request for Wholesale Roaming, shall be filed with the Authority by the Roaming Provider, not later than seven (7) working days after the refusal has been submitted to the Roaming Seeker.
- 8) Pursuant to Article 44 (9) of the Proclamation, where the parties fail to reach an agreement within a reasonable timeframe, either party may appeal to the Authority, or the Authority may intervene on its own instance, to make a binding ruling pursuant to

Articles 34, and 36-38 of the Proclamation, or in accordance with the Authority's Dispute Resolution Directive.

PART FIVE
WHOLESALE NATIONAL ROAMING SERVICE AGREEMENTS

12. Wholesale National Roaming Service Agreements

- 1) All Wholesale Roaming agreements shall be made in writing and shall:
 - a) Be in accordance with the principles set out in Article 6(1) of this Directive;
 - b) Comply with the terms and conditions of the licenses of both parties;
 - c) Conform to generally accepted industry standards and standards adopted by the Authority; and,
 - d) Be consistent with the Proclamation, this Directive, or any applicable Directive adopted by the Authority.
- 2) A Wholesale Roaming agreement shall not directly or indirectly, prohibit, or frustrate the provision of a telecommunications service that the Roaming Seeker is lawfully able to provide.

13. Filing of a Wholesale National Roaming Service Agreements

- 1) A Wholesale Roaming provider shall file a copy of its Wholesale Roaming agreement with the Authority for approval, not later than seven (7) working days from the date of the execution of such agreement.
- 2) The Authority at its own discretion, may request from either party, additional information which it deems necessary to evaluate the terms and conditions in a filed Wholesale Roaming agreement.
- 3) Within twenty (20) working days from the receipt of a request for approval pursuant to Sub-Article (1) of this Article, the Authority shall respond in writing, and either:
 - a) Approve the filed agreement; or,
 - b) Not approve the filed agreement, and notify in writing to the Roaming Provider stating the reasons underlying its action; or,
 - c) Announce its intention to initiate a regulatory proceeding to review and ensure that the filed Wholesale Roaming agreement is in accordance with Articles 44 and 45 of the Proclamation, this Directive, and any other applicable Directive adopted by the Authority. Such regulatory proceeding shall follow the procedures established in Articles 35 through 38 of the Proclamation, or any applicable Directive adopted by the Authority.
- 4) If the Authority does not respond to a request for approval of such agreement within the twenty (20) working days period, such agreement shall be deemed approved.
- 5) The Authority may publish on its website the filed Wholesale Roaming agreements, paying due regard to the confidentiality of commercially sensitive information of both parties, and shall use its reasonable efforts to protect the confidentiality of such information.

14. Amendment of Wholesale National Roaming Service Agreements

- 1) The parties to a filed Wholesale Roaming agreement, may amend or modify such agreement by mutual accord, in accordance with the terms in such agreement and

subject to the approval of the Authority. The modified agreement shall be filed with the Authority for approval no later than seven (7) working days from the date of the execution of such modification.

- 2) If parties to a Wholesale Roaming agreement filed with the Authority in accordance with Article 13 (1) of this Directive fail to agree on the terms and conditions for amending such agreement, the Authority may intervene at the request of either party, or at its own discretion, to set such terms in accordance with the Authority's Dispute Resolution Directive.

15. Termination of a Wholesale National Roaming Service Agreement

- 1) The termination of a Wholesale Roaming agreement shall be strictly in accordance with the terms in such agreement.
- 2) If a party to a Wholesale Roaming agreement, filed with the Authority, intends to terminate such agreement, it shall give not less than a sixty (60)-day written notice to the other party, specifying the grounds for termination.
- 3) Where there is a breach of a Wholesale roaming agreement, the operator providing the notice shall give the other party not less than thirty (30) working days to remedy the alleged breach, and if the party in breach, fails to remedy such breach within that period, it may then terminate the agreement, or seek the Authority's intervention in accordance with the Authority's Dispute Resolution Directive.
- 4) A party to a Wholesale Roaming agreement that has been terminated, may seek the Authority's intervention and in such instance, the Authority may intervene in accordance with the Authority's Dispute Resolution Directive.
- 5) If a Wholesale Roaming provider, terminates a Wholesale Roaming agreement, it shall notify the Authority in writing not later than seven (7) working days after the termination of such agreement, and provide a copy of the notice of termination.

16. Reference Offer for Wholesale National Roaming Services

- 1) All Telecommunications Operators which the Authority has determined to have SMP in a relevant market for wholesale mobile access and call origination services shall file a Reference Offer with the Authority for approval. A Reference Offer shall be filed not later than thirty (30) working days after being directed to do so by the Authority.
- 2) A Reference Offer shall adhere to, and incorporate the provisions set forth in this Directive.
- 3) The Authority shall have not more than twenty (20) working days to review a proposed Reference Offer and decide whether it shall approve it for publication, or intervene to change the terms and conditions of a proposed Reference Offer. If the Authority does not reject the request for approval, or intervene to change the proposed Reference Offer within the twenty (20) working days period, a proposed Reference Offer shall be deemed approved.
- 4) An approved Reference Offer remains in effect until a modified Reference Offer is approved, unless otherwise determined by the Authority. An approved Reference Offer shall be published on the Authority's website.
- 5) A Wholesale Roaming provider with an approved Reference Offer shall file an amended Reference Offer with the Authority for approval not later than seven (7) working days from the date of such amendment.

- 6) The Authority shall, within fifteen (15) working days, review a modified Reference Offer and decide whether it shall approve it for publication. If the Authority does not reject the request for approval, or does not intervene to order changes to a filed modified Reference Offer within the fifteen (15) working days period, a modified Reference Offer shall be deemed approved.
- 7) The Authority may intervene to order modifications to the terms and conditions of a filed, or approved Reference Offer, at discretion, or following a request from a Telecommunications Operator, if:
 - a) A Reference Offer or any provision thereof, is inconsistent with provisions in the Proclamation, this Directive, or any applicable Directive adopted by the Authority, or,
 - b) The Authority considers that it is in the public interest for it to intervene.
- 8) If the Authority decides to intervene to order changes to a filed, or approved Reference Offer, it shall determine the appropriate modifications in a transparent manner, in accordance with Articles 36 and 37 of the Proclamation, and adhere to the following procedure:
 - a) Issue a Public Notice, informing interested parties that it is initiating a regulatory proceeding to order amendments to a Reference Offer. The Notice shall be accompanied by a clear statement indicating which provision in the Reference Offer, and why, is either:
 - i) Inconsistent with provisions in the Proclamation;
 - ii) Inconsistent with provisions in this Directive;
 - iii) Inconsistent with provisions in any applicable Directive adopted by the Authority; or,
 - iv) Not in the public interest.
 - b) The Public Notice referred to in Sub-Article 8(a) of this Article shall include the proposed modification and provide a justification for such modification.
 - c) The Authority shall give interested parties not less than twenty-one (21) working days to respond and comment on the proposed changes.
 - d) After receiving comments from interested parties, the Authority shall have not more than twenty-one (21) working days to respond to the comments received, and either:
 - i). Provide a response addressing each comment and issue a final determination; or,
 - ii). Provide a response addressing each comment, modify the proposed changes if needed, and allow interested parties to submit comments again using the same time frame as in the first round, before issuing a final determination.
 - e) The Authority may, at its own discretion, allow more than two rounds of revisions and comments from interested parties before issuing a final determination.
 - f) During the regulatory proceeding, the Authority shall publish its responses to comments received and its final decision on its website.

- g) To the extent that information provided by interested parties to the Authority during the course of this proceeding are confidential, the Authority shall use its reasonable efforts to protect the confidentiality of such information.
- 9) A Reference Offer shall include detailed terms and conditions of the Wholesale Roaming service provided, the technical standards, as well as standards for safety and security to be implemented by the provider of Wholesale Roaming.
- 10) A Reference Offer shall include provisions on how to modify the terms and conditions of service.
- 11) A Reference Offer shall include at least the following sections:
 - a) Framework agreement;
 - b) Description of the Wholesale Roaming services offered and related terms and conditions;
 - c) Details of the National Roaming Coverage Areas;
 - d) Technical specifications;
 - e) Operational procedures including service provisioning, planning, and maintenance procedures;
 - f) Commercial aspects including charges, payments, billing procedures, and terms and conditions;
 - g) Service level agreement;
 - h) Provisions for sharing information, as well as technical specifications for ancillary services; and,
 - i) Provisions for amendment procedures.

PART SIX
CHARGES FOR WHOLESALE NATIONAL ROAMING SERVICES

17. Charges for Wholesale National Roaming Services

- 1) Charges for Wholesale Roaming shall:
 - a) Be in accordance with the principles set out in Article 6(1) of this Directive;
 - b) Be lawful in accordance with Article 45 of the Proclamation, this Directive and any applicable Directive adopted by the Authority; and,
 - c) Not be anti-competitive in accordance with Article 48 of the Proclamation, Telecommunications Lawful Tariff Directive No. 8/2021, and the Telecommunications Competition Directive No. 9/2021 adopted by the Authority.
- 2) Lawful tariffs for Wholesale Roaming services shall be:
 - a) Cost-oriented; and,
 - b) Not unduly discriminatory.
- 3) Cost-oriented tariffs for Wholesale Roaming shall be in accordance with a forward-looking incremental cost methodology; and the following principles shall apply to such methodology for Wholesale Roaming:

- a) Forward-looking costs shall refer to the costs an efficient operator would incur to provide a given service.
 - b) The cost basis shall be established by using any of the following cost modelling methods:
 - i) Long-run incremental cost (LRIC);
 - ii) Long-run incremental cost plus (LRIC+), which allows for joint and common costs; or,
 - iii) Retail minus.
- 4) Tariffs for Wholesale Roaming shall not be unduly discriminatory in accordance with Article 6(1). In practice, this requires that the difference between the retail tariff for Mobile Communications Services of the provider of Wholesale Roaming, and the provider's tariffs for Wholesale Roaming services to the New Licensee, would allow an efficient New Licensee to sustain a competing Mobile Communications Service.
 - 5) Tariffs for Wholesale Roaming shall be deemed anti-competitive if it is likely to create, or has the likely effect of creating, a Margin Squeeze, in accordance with the Telecommunications Competition Directive No. 9/2021 adopted by the Authority.
 - 6) Tariffs for Wholesale Roaming shall distinguish and separately account for:
 - a) Fixed, one-off charges for the establishment and implementation of a Wholesale Roaming service;
 - b) Periodic rental charges for usage; and,
 - c) Variable charges for supplementary services.
 - 7) Tariffs for Wholesale Roaming shall be charged according to the kind of service delivered:
 - a) Voice service shall be charged by the minute;
 - b) Mobile messaging service (SMS and MMS) shall be charged per capacity or per text message; and,
 - c) Data service shall be charged according to usage or capacity; unless otherwise agreed by the parties.
 - 8) The provider of Wholesale Roaming shall file Wholesale Roaming tariffs with the Authority for approval.
 - 9) Pursuant to Article 45 (4) of the Proclamation, the Authority may direct a Wholesale Roaming provider to delay the effectiveness of any tariff filed pursuant to Sub-Article 8 of this Article, until the Authority has approved said tariff.
 - 10) Within thirty (30) working days from the receipt of a request for approval of Wholesale Roaming tariffs pursuant to Sub-Article 8 of this Article, the Authority shall respond in writing, and either:
 - d) Approve the filed tariffs;
 - e) Not approve the filed tariffs; or,
 - f) Announce its intention to initiate a regulatory proceeding to review and ensure that those tariffs are lawful in accordance with Article 45 of the Proclamation, this Directive, and any other applicable Directive adopted by the Authority, following

the procedures established in Articles 35 through 38 of the Proclamation, or any applicable Directive adopted by the Authority.

- 11) If the Authority does not respond to a request for approval of such tariffs within the thirty (30)-day period, such tariffs shall be deemed approved.
- 12) Notwithstanding any provision in Sub-Articles 8-11 of this Article, the Authority, at its discretion, and at any time, may initiate a proceeding to review and ensure that any tariff for Wholesale Roaming service is, in accordance with Articles 45 and 48 of the Proclamation, this Directive, or any applicable Directive adopted by the Authority.

18. Accounting Separation

- 1) Where the Authority has determined that a Wholesale Roaming service provider has SMP in a relevant market for wholesale mobile access and call origination services, the Wholesale Roaming provider shall keep separate accounts, as if the Wholesale Roaming service were in fact carried out by a legally independent company, so as to identify all elements of cost and revenue attributable to such services.
- 2) The Authority may, at its own discretion, adopt directives prescribing how the account separation referred to in Sub-Article (1) of this Article shall be implemented.

PART SEVEN DISPUTE RESOLUTION

19. Wholesale National Roaming Services Dispute Resolution

- 1) Any dispute between Telecommunications Operators relating to the reasonableness of a request for Wholesale Roaming service, or where parties fail to reach an agreement or otherwise fail to implement a Wholesale Roaming agreement, may be referred to the Authority by either party for resolution.
- 2) A party requesting the Authority to resolve a dispute shall submit a written request to the Authority not later than thirty (30) working days after the parties fail to reach an agreement.
- 3) A party to a Wholesale Roaming agreement that considers the other party to be in breach of such agreement, or to have unfairly terminated a Wholesale Roaming agreement, may request the Authority to intervene in such dispute. Under no circumstances shall roaming be interrupted by either party while a roaming dispute is being resolved.
- 4) Following the written request, the Authority shall respond to the requesting party, not later than ten (10) working days after receiving such request, whether it:
 - a) Requires additional information from the parties involved before deciding whether to intervene or not; or
 - b) Has decided not to intervene and provide a written response with a justification for not intervening; or,
 - c) Has decided to intervene in accordance with the procedure established in the Authority's Dispute Resolution Directive.

**PART EIGHT
COMPLIANCE AND ENFORCEMENT**

20. Compliance

The Authority shall monitor a Roaming Provider's and Roaming Seeker's compliance with the provisions of the Proclamation and this Directive.

21. Enforcement

- 1) Where the Authority, consistent with the provisions of this Directive, the Proclamation, and other instruments that the Authority may issue, determines that a Roaming Provider or Roaming Seeker has violated the provisions of this Directive, it shall impose remedies pursuant to Article 52 of the Proclamation that shall include fines or restitution.
- 2) Without prejudice to Sub-Article (1) of this Article, the Authority's remedies and sanctions shall be guided by the Council of Ministers Regulation issued pursuant to Article 52(6) of the Proclamation that determines the types of infractions that would result in license revocation, suspension and other administrative measures and stipulate the penalties and the amount of fines to be paid.

**PART NINE
MISCELLANEOUS**

22. Amendment

The Authority may, at any time, when it deems it necessary, amend this Directive by notifying all Licensees in advance and conducting a stakeholder consultation process in line with the provisions of the Proclamation.

23. Effective Date

This Directive comes into force as of the 9th day of July 2021.

DONE IN ADDIS ABABA, ON THE 9TH DAY OF JULY 2021.

**ENGINEER BALCHA REBA
DIRECTOR GENERAL
ETHIOPIAN COMMUNICATIONS AUTHORITY**