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**ETHIOPIAN**  
COMMUNICATIONS AUTHORITY

**TELECOMMUNICATIONS  
INTERCONNECTION DIRECTIVE  
No. 791/2021**

**JULY 2021  
ADDIS ABABA**

## **TELECOMMUNICATIONS INTERCONNECTION DIRECTIVE**

**WHEREAS** it is necessary to formulate a legal framework, including rules and procedures that govern interconnection agreements between Telecommunications Operators;

**CONVINCED** of the need to enable Telecommunications Operators to provide integrated telecommunications services throughout the country in order to allow Telecommunication Services subscribers to enjoy high quality services at affordable prices;

**UNDERSTANDING** the need to create a system where subscribers can receive additional services from other Telecommunication Service providers they are not subscribed to;

**NOW, THEREFORE**, the Authority hereby issues this Telecommunication Interconnection Directive in accordance with Ethiopian Communication Service Proclamation No.1148/2019 Articles 6(2), 6(13), 43(1) and 54(2)

### **PART ONE GENERAL**

#### **1. Short Title**

This Directive may be cited be as the Telecommunications Interconnection Directive No. 791/2021.

#### **2. Definitions**

In this Directive, unless the context otherwise requires:

- 1) “**Authority**” means the Ethiopian Communications Authority established under the Communications Service Proclamation No. 1148/2019.
- 2) “**Interconnection**” means the physical, technical and logical linking of the Telecommunications Networks of different Telecommunications Operators, to allow users of one operator to communicate with users from another, or to access services provided by another operator, regardless of the network to which they are connected to.
- 3) “**Interconnecting Operators**” means Telecommunications Operators that interconnect their respective networks.
- 4) “**Interconnection Provider**” means a Telecommunications Operator that provides Interconnection Services to another Telecommunications Operator.
- 5) “**Interconnection Services**” means services provided by one Telecommunications Operator to another for the purpose of achieving interconnection of their respective networks. Annex A provides a list and definitions of some of these services as an illustration.
- 6) “**Point of Interconnection**” means a mutually agreed point in a Telecommunications Network where the networks of two or more Telecommunications Operators are interconnected.
- 7) “**Reference Interconnection Offer (RIO)**” means a standard form for interconnection agreement.
- 8) “**Interconnection Seeker**” means a Telecommunications Operator that is requesting interconnection with another Telecommunications Operator.

- 9) “**Retail Telecommunications Service**” means a Telecommunications Service that is provided directly to the end user but not to another Telecommunications Operator.
- 10) “**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. Objective**

The primary purpose of this Directive is; to

- 1) Provide a framework to govern interconnection agreements;
- 2) Provide clarity on the rules and procedures the Authority shall follow to regulate interconnection agreements, pursuant to Articles 42 and 43 of the Proclamation.;
- 3) Enable Telecommunications Operators to provide integrated telecommunications services throughout the Federal Democratic Republic of Ethiopia.
- 4) Allow each end user of a telecommunications network to communicate with any other end user of another telecommunications network or service provider.

### **4. Scope of Application**

This Directive shall apply to all Telecommunications Operators in the Federal Democratic Republic of Ethiopia.

## **PART TWO ROLE OF THE AUTHORITY**

### **5. Role of the Authority**

- 1) The Authority shall:
  - a) Resolve interconnection disputes, and endeavor to secure adequate interconnection of Telecommunications Operators’ networks within the time-frames as defined in this Directive;
  - b) Provide a high degree of certainty on the rules governing interconnection between Telecommunications Operators; request all Telecommunications Operators to submit a Reference Interconnection Offer (RIO) to the Authority for approval; and,
  - c) Review and approve RIOs to ensure conformity with provisions in the Proclamation, this Directive, and any applicable Directive adopted by the Authority.
- 2) Pursuant to Article 43 of the Proclamation, the Authority may,
  - a) Review interconnection agreements to ensure conformity with provisions in the Proclamation, this Directive, and any other applicable Directive adopted by the Authority;
  - b) Intervene at its own initiative, or if requested by a party to an agreement, and make binding decisions, changing provisions in interconnection agreements that are inconsistent with provisions in the Proclamation, this Directive, or any applicable Directive adopted by the Authority;
  - c) Intervene on its own initiative, or if requested by a party to an agreement, whenever parties fail to achieve consensus on the terms and conditions of interconnection, or

fail to interconnect within a reasonable timeframe, or as specified in this Directive, and where appropriate, set the terms and conditions of interconnection; and,

- d) Intervene on its own initiative, or at the request of a party to an agreement, to resolve an interconnection dispute in accordance with the dispute resolution procedure provided in this Directive.

### **PART THREE GENERAL INTERCONNECTION PRINCIPLES**

#### **6. Transparency**

- 1) The Authority's process in reaching decisions on interconnection matters shall be open and transparent.
- 2) An Interconnection Provider shall publish a RIO approved by the Authority and shall make it available to the Interconnection Seeker free of charge.
- 3) The Authority shall publish the approved RIO on its website.

#### **7. Non-Discrimination**

The non-discrimination principle requires that the terms and conditions of interconnection for all current and future services, and evolution of services and network technologies, including technical standards, reliability, quality of service and compensation, shall be comparable to how the Interconnection Provider supplies those same Interconnection Services to itself, or to any other Operator.

#### **8. Cost Orientation**

Interconnection Providers shall charge justifiable and reasonable charges that are cost-based, and not unduly discriminatory among Interconnection Seekers.

#### **9. Interconnecting Telecommunications Operators' Rights and Obligations**

- 1) A Telecommunications Operator has, irrespective of the supporting technology employed, the right to demand interconnection from another Telecommunications Operator, and the right and the obligation, when requested, to negotiate interconnection, and interconnect at technically feasible locations, with another Telecommunications Operator.
- 2) Interconnecting Operators shall have the right to request, and receive, relevant information from each other in order to plan, construct, install, or maintain, each operator's Telecommunications Network.
- 3) Interconnecting Operators shall use information received pursuant to this Directive solely for the purpose for which it was supplied, and use reasonable efforts to protect the confidentiality of such information.

**PART FOUR**  
**INTERCONNECTION PROCEDURES**

**10. Good Faith Negotiations**

- 1) Interconnection agreements shall be negotiated in good faith between the Telecommunications Operators involved, and the Interconnecting Operators shall use reasonable endeavors to resolve all disputes relating to interconnection.
- 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; and,
  - c) Intentionally obstruct negotiations.
- 3) A breach of the principle of negotiating in good faith shall include:
  - a) Failure to provide the other operator with all relevant information on a timely basis;
  - b) A demand to sign non-disclosure agreements that are coercive or unnecessarily broad or restrictive;
  - c) Refusal to allow the insertion of clauses in an interconnection agreement that permit future amendments;
  - d) Attempt to tie terms and conditions contained in the agreement, to the resolution of other unrelated issues;
  - e) Demand charges or fees that are not cost oriented;
  - f) Propose unreasonable terms and conditions;
  - g) Actions that are intended to delay negotiations, including, but not limited to, consistent refusal to designate a representative with 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. Interconnection Requests**

- 1) When a Telecommunications Operator requests interconnection with another operator, the Interconnection Seeker shall make such request as follows:
  - a) In writing to the Interconnection Provider;
  - b) Include sufficient information, including but not limited to, the form of interconnection, the suggested date for commencement of negotiations, the date for which the interconnection is required, and an estimate of the interconnection capacity required; and,
  - c) Inform the Authority in writing within five (5) working days of making the request.
- 2) Within ten (10) working days of receipt of a request for interconnection, the Interconnection Provider shall inform the Interconnection Seeker in writing, if it is able to:

- a) Commence negotiations related to the interconnection request on the proposed date;
  - b) Supply the form of interconnection requested; and,
  - c) Undertake interconnection within the time frame requested by the Interconnection Seeker.
- 3) Where the Interconnection Provider has informed the Interconnection Seeker that it is able to provide the requested interconnection, it shall:
- a) Provide a copy of an approved RIO; and,
  - b) Initiate negotiations not later than ten (10) working days after receipt of the interconnection request.
- 4) The Interconnection Provider and Interconnection Seeker shall negotiate in good faith, and using their best efforts to complete negotiations and execute an interconnection agreement, not later than fifteen (15) working days after initiating negotiations, or within a reasonable timeframe agreed by both parties.
- 5) A request for interconnection shall be refused only on grounds that it is not technically or financially feasible, which means where there are material adverse financial consequences as determined by the Authority, and shall be justified in writing by the Interconnection Provider, not later than ten (10) Working Days after receiving a request for interconnection.
- 6) Requirements to determine technical feasibility shall include, but not limited to, the following:
- a) The network meets the technical parameters of the Interconnection Provider's network at the time that the request is made; and,
  - b) Offering connection to the Interconnection Seeker will not have a negative effect on the Interconnection Provider's network, network elements, capacity or integrity.
- 7) If modifications of the Interconnection Provider's network are necessary to accommodate a request for interconnection, reasonable costs associated with such modifications may be charged to the Interconnection Seeker.
- 8) A copy of a refusal of an interconnection request shall be filed with the Authority by the Interconnection Provider, not later than five (5) working days after the refusal has been submitted to the Interconnection Seeker.
- 9) Pursuant to Article 43(2) of the Proclamation, where the Interconnection Provider rejects the interconnection request, or if parties fail to reach an interconnection agreement, or fail to complete interconnection within a reasonable timeframe, either party may appeal to the Authority, or the Authority may intervene on its own initiative, to make a binding ruling pursuant to Articles 35-38 of the Proclamation, or in accordance with the Authority's Dispute Resolution Directive.

**PART FIVE**  
**INTERCONNECTION AGREEMENTS**

**12. Interconnection Agreements**

- 1) All interconnection agreements between Telecommunications Operators shall be made in writing and shall:
  - a) Be in accordance with the principles set out in Part Three of this Directive;
  - b) Comply with the terms and conditions of the licenses of the Interconnecting Operators;
  - 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) An interconnection agreement shall not directly or indirectly, prohibit, or frustrate the provision of a Telecommunications Service that an Interconnecting Operator is lawfully able to provide.
- 3) An interconnection agreement shall not preclude an Interconnection Provider or Interconnection Seeker from entering into different types of agreements with other Interconnection Seekers or Providers.

**13. Filing of Interconnection Agreement**

- 1) After an interconnection agreement is executed, the Interconnection Provider shall file with the Authority a copy of such agreement not later than ten (10) working days from the date of the agreement's execution.
- 2) The Authority may request from Interconnecting Operators additional information which it deems necessary to evaluate the terms and conditions in the agreement.

**14. Amendment of Interconnection Agreements**

- 1) The parties to an interconnection agreement may amend or modify such agreement by mutual accord. The modified agreement shall be filed with the Authority not later than five (5) working days from the date of the execution of such modification.
- 2) Pursuant to Article 43(2) of the Proclamation, the Authority may intervene to modify the terms and conditions of an interconnection agreement, at its own instance, or following a request from either party to an interconnection agreement, if the agreement or any provision thereof, is either:
  - a) Inconsistent with provisions in the Proclamation;
  - b) Inconsistent with this Directive;
  - c) Inconsistent with provisions in any applicable Directive adopted by the Authority;  
or,
  - d) Not in the public interest.

- 3) If the Authority decides to intervene to modify an interconnection agreement, 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 amend an existing interconnection agreement. The Notice shall be accompanied by a clear statement indicating which provision in the agreement, 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 statements provided in Sub-Article (3) of this Article shall also include the proposed modification and provide a justification for such modification.
  - c) The Authority shall give interested parties no less than twenty-one (21) working days to respond to any comment on the proposed changes to the agreement.
  - d) After receiving comments from interested parties, the Authority shall respond to the comments received within twenty-one (21) working days, 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 to the agreement if needed, and allow interested parties to submit comments again, using the same time frame as in the first round, before issuing a final decision.
  - 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 the Authority's website.
  - g) To the extent the information provided by interested parties to the Authority during the course of this proceeding is confidential, the Authority shall use its reasonable efforts to ensure and protect the confidentiality of such information.
- 4) The provisions in Sub-Article (3) shall not prejudice the exercise of the supervisory and monitoring powers of the Authority.

#### **15. Termination of an Interconnection Agreement**

- 1) The termination of an interconnection agreement shall be strictly in accordance with the terms in such agreement.
- 2) If a party to an interconnection agreement, filed with the Authority, intends to terminate such agreement, it shall give not less than a sixty (60) working days written notice to the other party, specifying the grounds for termination.
- 3) Where there is an alleged breach, 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, the operator may then

terminate the agreement after providing a termination notice period of an additional thirty (30) working days, or seek the Authority's intervention in accordance with the Authority's Dispute Resolution Directive.

- 4) A party to an interconnection agreement that has been sent a notice of intention to terminate, may seek the Authority's intervention and in such instance, the Authority may intervene in accordance with the Authority's Dispute Resolution Directive.
- 5) An interconnection Provider terminating an interconnection agreement, whether unilaterally or bilaterally with the concurrence of the Interconnection Seeker, shall notify the Authority in writing not later than five (5) working days after the termination of such agreement, and provide a copy of the notice of termination.

#### **16. Reference Interconnection Offer (RIO)**

- 1) A RIO is a standard form for interconnection agreement that describes the relevant Interconnection Services, offered broken down into components, and the associated terms and conditions, including charges.
- 2) A RIO shall adhere to, and incorporate the principles for interconnection agreements in Article 7 and provisions set forth in this Directive.
- 3) All Telecommunications Operators shall file a RIO with the Authority for approval not later than thirty (30) working days after being directed to do so by the Authority.
- 4) The Authority shall review a proposed RIO and decide whether it shall approve it for publication, or intervene to change the terms and conditions of the proposed RIO within twenty (20) working days. If the Authority does not reject the request for approval, or intervene to change the proposed RIO within the twenty (20) working-day period, a proposed RIO shall be deemed approved.
- 5) An approved RIO remains in effect until a modified RIO is approved, unless otherwise determined by the Authority.
- 6) An SMP Operator with an approved RIO may file an amended RIO with the Authority for approval.
- 7) The Authority shall, within ten (10) working days, review a modified RIO and decide whether it shall approve it for publication. If the Authority does not reject the request for approval, or does not intervene to change a modified RIO within the ten (10) working-day period, the modified RIO shall be deemed approved.
- 8) The Authority may intervene to modify the terms and conditions of a filed or approved RIO, at its own initiative, or following a request from a Telecommunications Operator, if:
  - a) A RIO 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.
- 9) If the Authority decides to intervene to modify a filed, or approved RIO, it shall determine the appropriate modifications in a transparent manner, in accordance to 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 amend a RIO. The Notice shall be accompanied by a clear statement indicating which provision in the RIO, 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 said statement in Sub-Article (9)(a) of this Article shall include the proposed modification and provide a justification for such modification.
  - c) The Authority shall give interested parties no less than fifteen (15) working days to respond and comment on the proposed changes.
  - d) After receiving comments from interested parties, the Authority shall have no more than fifteen (15) 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 the Authority's website.
  - g) To the extent that information provided by interested parties to the Authority during the course of this proceeding may be confidential, the Authority shall use its reasonable efforts to protect the confidentiality of such information.
- 10) A RIO shall include detailed terms and conditions of the Interconnection Services provided, the technical standards, as well as standards for safety and security to be implemented by the provider of Interconnection Services.
  - 11) A RIO shall include provisions on how to modify the terms and conditions of service.
  - 12) A RIO shall include at, a minimum, the following sections:
    - a) Framework agreement;
    - b) Description of Interconnection Services offered;
    - c) A description of all Points of Interconnection and conditions of access thereto, for the purpose of physical collocation;
    - d) Technical specifications required to ensure successful interconnection;
    - e) Specification of transmission technologies, technical standards or protocols, to be used for network interconnection;

- f) Procedures for implementation of initial interconnection, as well as operational procedures, functional testing, including, ongoing service provisioning, planning, network traffic, and fault management and maintenance procedures;
- g) Commercial aspects including one-off charges, recurring charges, payments, billing procedures, and terms and conditions;
- h) Service level agreement which includes provisioning timeframe of interconnection services, quality of service requirements, and penalties in case of non-compliance; and,
- i) Duration of the agreement and time periods and procedures for making amendments with prior notice.

**PART SIX  
INTERCONNECTION CHARGES**

**17. Interconnection Charges**

- 1) Interconnection Providers shall not offer more favorable rates or terms to affiliate companies than offered to other Interconnection Seekers.
- 2) Interconnection Providers shall offer Interconnection Services at reasonable rates which are not less favorable than those provided by other Interconnection Providers to itself.
- 3) Charges for Interconnection Services shall:
  - a) Be in accordance with the principles set out in Article 8 of this Directive;
  - b) Be sufficiently unbundled to ensure that an Interconnection Seeker is not required to pay for network elements or facilities not strictly required for the services requested; and,
  - c) Be negotiated and agreed between the parties pursuant to Article 43 of the Proclamation.
- 4) Interconnection charges shall itemize and separately account for:
  - a) Fixed one-off charges for the establishment and implementation of physical interconnection;
  - b) Periodic rental charges for on-going use of equipment, network elements, or facilities;
  - c) Capacity or usage-based charges for the conveyance of traffic; and,
  - d) Variable charges for supplementary services.
- 5) The interconnection provision charges shall be computed based on the following approaches:
  - a) Forward-Looking Long Run Incremental Costs (FL-LRIC);
  - b) The current costs of the modern equivalent technology;
  - c) Levels of the costs that would occur in a competitive market; and,
  - d) Levels of relevant and efficient costs that would promote effective competition.

- 6) Without prejudice to Sub-Article 3(c) of this Article, the Authority shall have the power to determine the Interconnection charges pursuant to Article 43 of the Proclamation.

#### **18. Accounting Separation**

- 1) Where an SMP Interconnection Provider also provides Retail Telecommunications Services, it shall keep separate accounts as if the Interconnection Services were in fact carried out by legally independent companies, 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 shall be implemented by Interconnection Providers that also provide Retail Telecommunications Services.

### **PART SEVEN**

#### **TECHNICAL ASPECTS OF INTERCONNECTION**

#### **19. Points of Interconnection**

- 1) The Interconnection seeker shall notify to the Interconnection provider, in sufficient detail, the point or points where it wishes to interconnect, to enable the Interconnection Provider assess the system conditioning and other requirements for establishing such Points of Interconnection (PoIs).
- 2) Interconnecting Operators shall be responsible for the cost of building and maintaining their own PoIs along with associated equipment and switching capacity to support the interconnection, and for the cost of transporting their own network traffic to the Points of Interconnection.
- 3) Locations for the PoIs shall include the following:
  - a) Mobile switching centers;
  - b) Media gateways;
  - c) Local exchanges;
  - d) Tandem exchanges; and,
  - e) Any other technical or commercial feasible point.
- 4) Where an Interconnection Seeker requests that its facilities for interconnection be collocated with the facilities or premises of the Interconnection Provider, such collocation may be provided, and the cost of such collocation shall be mutually agreed by the parties.

#### **20. Quality of Interconnection Services**

- 1) An interconnection agreement shall include minimum standards of service levels, reflect sound international industry practices, and provide reasonable remedies for any failure to meet those service levels.
- 2) Interconnection quality and service level shall conform with the non-discrimination principle, to ensure that the quality and service level offered by the Interconnection Provider shall be comparable to the quality and service level it supplies to itself or to any other Operator.

- 3) Interconnection agreements, including a RIO, shall include a service level agreement specifying:
  - a) Service configuration and technical characteristics, such as, Points of Interconnection, routing and signaling;
  - b) Operational and maintenance conditions and associated performance measures;
  - c) Quality of service indicators; and,
  - d) Remedies, charges and penalties for non-compliance with the service level agreement.
- 4) The service level agreement shall apply to all current and all future services, and be modified, as needed, for future evolutions of network technologies, in the best interest to consumers.

## **21. Technical Specifications of Interconnection**

- 1) An interconnection agreement, or a RIO, shall include, at a minimum, the following technical information:
  - a) Physical Form of Interconnection
    - i) The forms of physical interconnection offered; namely, interconnection at the Requested Operator's site, or at the site of the Requesting Operator, or between each operator's site.
    - ii) A list of locations offered for interconnection, including maps and network diagrams to enable both parties make efficient choices on the selection of the Points of Interconnection.
    - iii) All relevant technical specifications and standards for each Point of Interconnection.
    - iv) All relevant technical specifications and standards for network planning.
    - v) Procedures for establishing, relocating or removing Points of Interconnection in the Requested Operator's network.
  - b) Switching Network Interconnection
    - i) Rules and procedures to meet the switching capacity requirements for interconnecting traffic.
    - ii) Identify the level at which switching PoIs will take place (international gateway, city node, local exchange, etc.), or in the case of IP interconnection, at what transport layer interconnection will take place.
  - c) Links and Routing

Interconnection links connecting the networks of two Interconnecting Operators shall specify:

    - i) Route capacity,
    - ii) Route dimensioning, and,
    - iii) Route diversity.

- d) Signaling
  - Interconnecting Operators shall agree on signaling standards that conform with generally accepted international industry standards
- e) Interoperability
  - i) Interconnecting Operators shall ensure end-to-end provision of services with industry standards level of reliability.
  - ii) Interoperability testing rules and procedures to verify network integrity and interoperability of Interconnection Services.
- 2) An Interconnection Provider shall give an Interconnecting Operator sufficiently advanced notice of any expected or planned changes to the interconnection Services, and seek to minimize any adverse effect of any expected changes on the Interconnection Service it provides.

## **22. Numbering**

Interconnecting Operators shall provide each other with information about numbers on their respective networks as part of the interconnection agreement and sufficiently in advance to the expected date of execution of the interconnection agreement.

### **PART EIGHT PUBLICATION**

## **23. Publication of Interconnection Information by the Authority**

- 1) The Authority shall, from time to time, publish or ensure that there is published, adequate and up-to-date information on interconnection issues, including interconnection agreements and RIOs.
- 2) An Interconnection Provider shall file its tariffs for those interconnection services with the Authority, and the Authority may publish such information on its website.
- 3) All Telecommunications Operators shall provide to the Authority all specific information on interconnection as the Authority may reasonably require, and the Authority shall pay due regard to the confidentiality of commercially sensitive information of interconnecting parties, and shall use its reasonable efforts to ensure and protect the confidentiality of such information.

### **PART NINE DISPUTE RESOLUTION**

## **24. Interconnection Dispute Resolution**

- 1) Any dispute between an Interconnection Provider and Interconnection Seeker relating to the reasonableness of a request for Interconnection Services, or unreasonableness of charges for Interconnection Services, or where parties fail to reach an agreement or otherwise fail to implement an interconnection 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) Following the written request to intervene, 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;
  - 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 procedures established in the Authority's Dispute Resolution Directive.
- 4) Under no circumstances an interconnection shall be interrupted by either party while an interconnection dispute is being resolved.

## **PART TEN COMPLIANCE AND ENFORCEMENT**

### **25. Compliance**

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

### **26. Enforcement**

- 1) Where the Authority, consistent with the provisions of this Directive, the Proclamation, and other instruments that the Authority may issue, determines that an Interconnection Provider or Interconnection 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 ELEVEN MISCELLANEOUS**

### **27. Amendment**

The Authority, upon consultation with respective stakeholders, may, at any time it deems it necessary, and consistent with the Proclamation, amend this Directive.

### **28. Effective Date**

This Directive comes into force as of the 9<sup>th</sup> day of July 2021.

**DONE IN ADDIS ABABA, ON THE 9<sup>TH</sup> DAY OF JULY 2021**

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

## ANNEX A

### ILLUSTRATION OF CATEGORIES OF INTERCONNECTION SERVICES AND DEFINITIONS

The following categories of services are offered as an illustration of the kinds of common interconnection services this Directive applies to.

- 1) **Wholesale Fixed Call Termination Service:** Refers to a call conveyance service provided by a Telecommunications Operator that offers fixed voice service (the “Terminating Operator”) to its subscribers. The service is provided to another Telecommunications Operator, but may also include another operator located outside of Ethiopia. The Terminating Operator’s network is handed over a call that originated on another operator’s network, including calls originating outside of Ethiopia. The Terminating Operator conveys that call over its network and terminates it on the called party, which is a subscriber of the Terminating Operator.
- 2) **Wholesale Mobile Call Termination Service:** Refers to a call conveyance service provided by a Telecommunications Operator that offers mobile voice service (the “Terminating Operator”) to its subscribers. The service is provided to another Telecommunications Operator, but may include another operator located outside of Ethiopia. The Terminating Operator’s network is handed over a call that originated on another operator’s network, including calls originating outside of Ethiopia. The Terminating Operator conveys that call over its network and terminates it on the called party, which is a subscriber of the Terminating Operator.
- 3) **Short Messaging Service (SMS) Termination Service:** Is a message conveyance service provided by a Telecommunications Operator. The service is provided to another Telecommunications Operator, but may also include another operator located outside of Ethiopia. The Terminating Operator’s network is handed over a SMS that originated on another operator’s network. The Terminating Operator conveys that SMS over its network and terminates it on the receiving party, which is a subscriber of the Terminating Operator.
- 4) **Multimedia Messaging Service (MMS) Termination Service:** Is a message conveyance service provided by a Telecommunications Operator. The service is provided to another Telecommunications Operator, but may also include another operator located outside of Ethiopia. The Terminating Operator’s network is handed over a MMS that originated on another operator’s network. The Terminating Operator conveys that MMS over its network and terminates it on the receiving party, which is a subscriber of the Terminating Operator.
- 5) **Wholesale Transit Interconnection:** Refers to a call conveyance service, provided by a Telecommunications Operator whose network is not present where the call originated, and neither is the Terminating Operator. The service is provided to another Telecommunications Operator or another operator located outside of Ethiopia.
- 6) **Wholesale Fixed Call Origination Service:** Refers to a call conveyance service, provided by a Telecommunications Operator that offers fixed voice service to its subscriber (the “Originating Operator”). The Originating Operator conveys the call on its network to a point of interconnection where it hands over the call to another operator for wholesale transit or wholesale call termination. The wholesale fixed call origination service is required to enable provision of Carrier Selection Service. This service allows subscribers physically connected to a

Telecommunications Operator's network to select a different services provider for their fixed voice calls.

- 7) **Wholesale Leased Line Service:** Consist of a point-to-point transmission service with a pre-established transmission capacity with managed network transmission service. Service may be offered over an access or a core transport network.
- 8) **Wholesale National Roaming Service:** Is a service where the Requesting Operator's mobile subscribers may be hosted using the network of a second mobile operator (i.e., the "Requested Operator"), allowing a subscriber of the Requesting Operator to have mobile service in areas outside the Requesting Operator's network coverage area.
- 9) **Internet Transit Service:** Internet transit or IP transit services refers to a service provided by the Requested Operator to a Requesting Operator that ensures Internet traffic from the Requesting Operator will be able to reach the global Internet.
- 10) **Peering Service:** A service where two separate Telecommunications Operators, which each, being Separate Autonomous Systems, are able to exchange traffic between themselves and connect to the global Internet. Peering could be settlement free or paid.