



**UGANDA  
COMMUNICATIONS  
COMMISSION**

**THE UGANDA COMMUNICATIONS COMMISSION  
GUIDELINES ON NATIONAL ROAMING**

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## 1.0 INTRODUCTION

Uganda Communications Act of 2013 (the Act) seeks to develop a modern Communications sector, which includes Telecommunications, broadcasting, radio communications, postal communications, data communication and infrastructure by, among others:

- (b) enhancing national coverage of Communications services; and
- (f) introducing, encouraging and enabling competition in the Communications sector through regulation and licensing of competitive Operators to achieve rapid network expansion, standardisation as well as operation of competitively priced and quality services.

Mobile Communications services have today become an integral part of everyday life and increasingly critical to various aspects and services of the economy. Uganda Communications Commission (the Commission) has, therefore, determined it necessary to require Operators to offer National Roaming Services on their respective networks to the other licensees engaged in the provision of mobile communication services in Uganda.

## 2.0 OBJECTIVE OF THE GUIDELINES

These guidelines seek to ensure that National Roaming between the Operators in Uganda takes place on a fair, transparent and economically efficient basis, for the benefit of consumers, Operators and the overall economy.

The objectives of these guidelines are to:

- a) improve the resilience of Mobile Communications networks and services for improvement in the quality of Communications services in Uganda;
- b) promote fair competition among Operators;
- c) encourage infrastructure sharing
- d) promote the availability and seamless nationwide access by consumers to mobile services in Uganda; and
- e) promote innovation and investment to facilitate the development of related Communications markets.

## 3.0 INTERPRETATIONS

“**Act**” means the Uganda Communications Act of 2013;

**“Commission”** means the Uganda Communications Commission established under section 4 of the Act;

**“Communications services”** means services performed consisting of the dissemination or interchange of audio, visual or data content using postal, radio, or telecommunications media, data communication, and includes broadcasting;

**“Hosted Operator”** means the Operator with which a subscriber has a direct contractual relationship for access to and use of mobile services;

**“Host Operator”** is an Operator on whose system or network a subscriber roams by means of roaming arrangements by the hosted Operator.

**“Mobile Communications services”** means Communications services provided to end-users by licensed Operators that are interconnected with the public switched network which enables the Operator to reuse frequencies and accomplish seamless handoff of end-user calls. This includes making and receiving voice calls, sending and receiving SMS messages, sending and receiving data, or access to other electronic communications services;

**“National roaming”** means the ability of a customer to automatically make and receive voice calls, send and receive data, or access other services, even when travelling outside the geographical coverage area of his service provider, by means of using the service of the other service provider’s network in Uganda.

**“Operator”** means a person licensed to provide a communication or broadcasting service;

**“Public switched network”** means collection of interconnected public telecommunication networks that deliver switched telecommunication services, whether by wire or radio, to the public.

**“SMS”** means short messaging service;

**“Telecommunication”** means the emission, transmission or reception through the agency of electricity or electromagnetism of any sounds, signals, signs, writing, images or intelligence of any nature by wire, radio, optical or other electromagnetic systems whether or not such signs, signals, writing, images, sounds or intelligence have been subjected to rearrangement, computation or other processes by any means in the course of their transmission, emission or reception;

**“Telecommunications service”** means a service consisting of the conveyance or reception of any sounds, signs, signals, writing or images by wire, optical or other electronically guided media systems whether or not the signs, signals, writing, images, sounds or intelligence have been subjected to rearrangement, computation or other processes by any means in the course of their transmission, emission or reception;

“**Would-be host Operator**” is an Operator to whom a request is made for roaming arrangements.

## **4.0 APPLICABLE LEGISLATION**

The legal and regulatory provisions taken into consideration and which shall govern the implementation of these guidelines:

Section 5(a), (k), (m), (n), (o), and (y) of the Uganda Communications Act of Section 58 of the Act on Interconnection of network facilities.

The Uganda Communications (Licensing) Regulations, 2019.

The Uganda Communications (Competition) Regulations, 2019.

The Telecommunications (Interconnection and Access) Regulations, 2019

The Telecommunications (Pricing and Accounting) Regulations, 2019

The Telecommunications (Consumer Protection) Regulations, 2019

## **5.0 SCOPE OF THE GUIDELINES**

These guidelines stipulate the obligations with respect to national roaming and the associated regulatory oversight.

## **6.0 APPLICABILITY AND EXEMPTIONS**

This guideline shall apply to all Operators licensed in Uganda that are engaged in the provision of Mobile Communications services.

The application of these guidelines shall not include any service that is not interconnected with the public switched network.

## **7.0 NATIONAL ROAMING REQUIREMENTS**

### **7.1. Roaming arrangements**

- a) An Operator that seeks to have national roaming arrangement with another Operator must send the other Operator a written request for roaming. This request should be copied to the Commission.
- b) Upon receipt of a request, an Operator is obliged to provide roaming to any technologically compatible Operator, on terms and conditions contained in a roaming agreement that are mutually agreed upon, just, commercially viable and non-discriminatory.
- c) Both the Would-be Host and the Host operators shall be obliged to uphold the principles of good faith in negotiating national roaming

agreements. Both parties shall not intentionally mislead each other or coerce the other into making national roaming agreements or intentionally obstructing the negotiation process.

- d) A Would-be Host or Host operators who breach the duty or obligation to negotiate in good faith shall be considered to have engaged in unfair completion and to have committed an anti-competitive act or a breach of fair completion under the Act.
- e) The negotiations of such roaming arrangements shall be completed within thirty (30) calendar days from the date of receipt of a request for roaming by the Would-be host Operator.
- f) This roaming obligation shall apply to each of its currently deployed networks and any future networks (all spectrum bands and generations of technologies used by the Would-be Host Operator to provide Mobile Communications services to its own subscribers/end users). This obligation shall also apply to all the geographic areas (in any specified area or location in Uganda) where the Would-be Host Operator has a cellular mobile network footprint or coverage or if the Would-be Host Operator does provide international roaming services in the specified area or location.
- g) Requests for roaming arrangements shall be dealt with by each Operator according to a non-discriminatory process. The roaming arrangements and the conclusion of an associated agreement shall not be conditioned on reciprocity or exclusivity.
- h) National Roaming services shall be limited to the network and/or services of the Would-be Host or Host operators.
- i) National roaming agreements shall contain all the terms and conditions that affect the provision of National Roaming services to be provided to the Hosted Operator, including but not limited to:
  - the legal provisions, including commencement, termination, breach and suspension, force majeure, review of national roaming agreement, confidentiality of information, and governing law
  - a description of the National Roaming services to be provided by the Hosting Operator
  - a description of the technical arrangements for providing National Roaming services, including a definition of the areas in which National Roaming services are to be provided,
  - operational and maintenance responsibilities and processes, including testing arrangements
  - billing, including billing procedures and processes for resolving billing disputes

- processes for resolving disputes between operators, including a process for the referral of disputes to the Commission
  - prices for National Roaming services.
  - Support for licence obligations of Hosted Operator such as lawful interception, emergency services and quality of service
- j) The Commission shall produce, maintain and update a reference national roaming agreement that may be used by the Operators in negotiating a roaming agreement and which shall be used by the Commission in addressing a dispute.

## **7.2. Information for consideration of a request**

- a) Effective the date of these guidelines, each Operator shall maintain a compendium that shall be availed to any other Operator that expresses an interest for roaming arrangements. This compendium shall comprise:
- i. the information required by the Operator for consideration of a request for roaming arrangements, including but not limited to, technical data, engineering information, network requirements, and other information relevant to formulate a roaming agreement,
  - ii. information to facilitate the potential Hosted Operator in preparing a request for roaming arrangements including, but not limited to:
    - a. information on areas covered;
    - b. technical characteristics of voice, data, and SMS<sup>1</sup> services, including the technologies available in each area;
    - c. security requirements and confidentiality of proprietary information, including, among others, standards and measures that must be complied with by both parties to ensure network integrity and safety standards;
- b) Information required by the Operator towards the consideration and implementation of roaming arrangements shall be limited to the minimum necessary to allow the Host Operator to provide an efficient roaming service.
- c) The Would-be Host Operator shall not, during consideration of the request, seek information on the commercial nature of the services which the Operator that has made a request for roaming or plans to offer other than to verify that the roaming requested shall not be used

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<sup>1</sup> SMS – short messaging service/text messaging

for purposes other than the provision of Mobile Communications services.

- d) A Would-be Host Operator shall inform the Operator that has requested roaming of any additional information required in respect of the request promptly and in a timely manner (in not more than fifteen (15) calendar days from receipt of a request).

### **7.3. Pricing of national roaming**

- a) All prices shall be filed with the Commission at all times for approval.
- b) The Operators shall negotiate the prices of national roaming. If the Operators fail to agree on the prices to be charged, either Operator may refer the dispute to the Commission for resolution.
- c) The prices for national roaming shall be cost-oriented, non-discriminatory below retail levels.
- d) Roaming rates should be openly available to all Operators as reference offers

### **7.4. Billing of National Roaming**

- a) The generation of Call Data Records (CDRs) shall be in accordance with the internationally accepted GSM<sup>2</sup> Association format to facilitate the billing of National Roaming services. The CDRs shall be collected and rated by the Host Operator and forwarded to the Hosted Operator within the file transfer timelines stipulated by GSMA to enable monthly billing of usage, fraud detection and usage monitoring. However, operators may agree on an appropriate file format.
- b) The operators shall share such information as signalling protocol(s) used in their Intelligent Networks (IN) to enable real-time billing services, and fraud control.

### **7.5. Refusal of a request for roaming arrangements**

- a) A refusal of a request for roaming arrangements shall be made in writing to the Operator that requested within thirty (30) calendar days of the receipt of the request by the Would-be host Operator. The refusal shall be copied to the Commission.
- b) Such refusal shall include objectively justified reasons, backed up by evidence, as applicable, to support the reasons put forth for the refusal.
- c) Reasons for which a Would-be Host Operator may decline a request for roaming arrangements may include the following:

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<sup>2</sup> GSM means Global System for Mobile Communications and GSMA means GSM Association

- i. the network of the Operator requesting roaming arrangement is not technologically compatible;
  - ii. it is not technically feasible to provide roaming for the particular mobile service for which roaming is requested, and any changes to the Host Operator's network necessitated to accommodate roaming for such mobile service are not economically reasonable<sup>3</sup>;
  - iii. the Would-be Host Operator does not offer the mobile services for which roaming is sought to its end-users
- d) An unfounded suspicion of a particular behaviour or outcome of the roaming arrangements shall not be a justifiable reason to warrant a decline of a request for roaming arrangements.
- e) If the Commission reviews the reasons for refusal and finds that these are not justified, then the Would-be Host Operator shall respond to the request for roaming with an offer to enter into a roaming agreement.

#### **7.6. Regulatory supervision of roaming arrangements**

- a) The parties to a roaming agreement shall file the agreement with the Commission within fifteen (15) calendar days from signing the agreement, for the review to ensure compliance with the law, regulations, these national roaming guidelines and other regulatory requirements. The Commission may require the Operators to amend any terms and conditions in the roaming agreement.
- b) Review and approval by the Commission shall also seek to prevent anti-competitive practices or consequences and protect interests of consumers in respect of matters such as quality of service, access to services and tariffs.
- c) The Operators may amend their roaming agreements from time to time but must submit the changes to the Commission for approval within fourteen (14) calendar days of their signature.
- d) The Commission may itself require the Operators to amend their roaming agreement to accommodate any changes in the regulatory or legal environment, Government policy, technology, markets and competition, national security requirements, or for any other reason.
- e) Neither Operator shall terminate or suspend the approved roaming agreement for whatever reason without prior approval of the Commission unless both parties mutually agree to this. In case of

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<sup>3</sup> Economically reasonable is deemed to apply where the investment costs cannot be recovered in a reasonable period and consideration shall be limited to terms of the current agreement or request.

mutual agreement to terminate or suspend, the Operators shall inform the Commission within seven (7) days of this decision.

- f) A Hosting Operator may not interrupt, block, discontinue or otherwise impair any national roaming service it provides to any other Operator without the prior written consent of the Commission.
- g) Where the Hosting Operator encounters an unexpected failure/break down on its network which results in interrupting, blocking, or otherwise impairing any of the roaming arrangements/agreement and is unable to obtain prior consent from the Commission, the Hosting Operator shall immediately inform the Commission on the occurrence and update the Commission on action to be taken and undertaken to restore service.
- h) The Commission may inspect the facilities of or request any information from the Operators from time to time that it deems relevant for the purposes of monitoring and ensuring compliance with the Act, the regulations, license terms and conditions, and these guidelines.
- i) Each Operator shall be obliged to comply with such inspections or requests by the Commission for information in the manner set out by the Commission.

#### **7.7. Obligations associated with the provision of mobile services**

- a) Although service provision obligations such as legal interception, and quality of service shall be supported under such roaming agreements, these obligations shall at all times remain the responsibility of the Hosted Operator.
- b) Consideration shall be done of evidence of inadequate service performance by a Host Operator to a Hosted Operator under the roaming arrangements before determining sanctions and remedial action for shortfalls in associated licence obligations.

#### **7.8. Dispute resolution**

- a) The Commission shall adjudicate all National Roaming disputes referred on a case by case basis.
- b) Where there is a dispute in relation to national roaming, either party to the dispute may refer the dispute to the Commission for adjudication mediation or resolution and the issuance of binding resolutions.
- c) If after the stipulated period of forty five (45) calendar days for negotiation of a roaming agreement, the Operators have not entered into a roaming agreement or have not agreed to any interim

arrangement. In that case, the matter shall be submitted to the Commission for arbitration.

- d) Where the failure to agree a roaming agreement is referred to the Commission as a dispute, or if the Commission on its own volition decides to intervene at any time, the decision of the Commission or results of the arbitration shall be final and binding. This may include imposing a roaming agreement between the Operators, or imposing particular terms and conditions on them, or requiring the Operators to undertake specific steps in order to conclude a roaming agreement.

## **8.0 STAKEHOLDER RESPONSIBILITIES**

### **8.1. Host Operator and the Would-be host Operator**

- a) When a roaming request is made, the Operator to whom the request is made has a duty to respond to the request and avoid actions that unduly delay or block the negotiations regarding that request.
- b) The Host Operator shall not alter the technical characteristics of mobile services in such a way as to make them differ from the technical characteristics of the same services provided to its own end-users unless otherwise agreed under the roaming agreement.

### **8.2. Hosted Operator**

The Hosted Operator shall:

- a) Promptly honour all payment dues prescribed in the roaming agreement.
- b) Ensure its Roaming Agreements are in conformity with its licence scope of services and geographical area
- c) Ensure transparency to and safeguards for roaming consumers.

### **8.3. Host and Hosted Operators**

The Operators shall:

- a) ensure the storage, treatment and transfer of personal data of end users is in conformity with the national laws and regulations on data protection.
- b) avoid duplication of costs that will ultimately be passed on to the end-users of the roaming services

## **9.0 ENFORCEMENT AND REMEDIAL MEASURES**

- a) Any Operator who fails to comply with the requirements and obligations contained in these guidelines or fails to submit information as required to be submitted by these guidelines shall be deemed guilty of contravening the Act.
- b) Remedial action by the Commission in respect of such contravention may include:
  - i. issuance of a written warning with a deadline for compliance by the respective Operator;
  - ii. imposing fine in accordance with the Act;
  - iii. take any other measure the Commission deems as reasonable in the circumstances in accordance with the Act.

## **10.0 AMENDMENT**

These guidelines shall be reviewed regularly to ensure continued relevance and revised to accommodate developments in the industry.