

ARAB MEMORANDUM OF UNDERSTANDING ON THE REGULATION OF THE INTERNATIONAL MOBILE ROAMING

Members of the Arab Regulators' Network (hereinafter referred to as "AREGNET") – Signatories to this Memorandum of Understanding (hereinafter referred to as "the MoU"),

Endorsing the belief that lower prices for international mobile roaming will enhance inter-Arab business and tourism as well as communication between the people of the Arab countries,

Recognising the importance to ensure that users of telecommunications services of Arab countries are effectively protected from unduly high prices charged for international mobile roaming,

Acknowledging that any regulation of international mobile roaming should take into account: the individual level of development of the mobile markets in the Arab Region, differences which may exist for network costs in each country, and the need of operators to obtain a reasonable return on investment,

Understanding the importance to extend the ability to enjoy the benefits of the regulation of international mobile roaming to situations when users of telecommunications services are travelling outside the Arab Region,

Taking into account:

- the AREGNET Recommendation of 8 April 2008 on the international mobile roaming rates applied among Arab countries,
- the Resolution No. 187 of 29 June 2006 of the Arab Telecommunications and Information Council of Ministers taken in its 10th Ordinary Session,
- the Resolution No. 219 of 4 June 2008 of the Arab Telecommunications and Information Council of Ministers taken in its 12th Ordinary Session,
- the Resolutions of the 17th Meeting of the Ministerial Committee for Post, Telecommunications and Information Technology of the Arabian Gulf Cooperation Council held on 28 May 2008,

Have agreed upon the following provisions:

CHAPTER I – OBJECTIVES AND DEFINITIONS OF THE MOU

Article 1 – Objectives of the MoU

Objectives of this MoU are to:

- a) increase the level of transparency of prices for roaming in order to promote better educated choice of services by users;

- b) establish the Roaming Area within which users of telecommunications services would be accorded special protection from unduly high prices for roaming services;
- c) implement decisions of the bodies of the League of Arab States and the Arabian Gulf Cooperation Council with regard to roaming;
- d) ensure coordinated implementation of the regulation of roaming, able to deliver effective and fair outcomes to participating countries, their operators and users.

Article 2 - Definitions

- 1) For the specific purposes of this MoU:
 - a) “**Arab country**” means a member of the League of the Arab States;
 - b) “**General Authority of AREGNET**” means members of AREGNET, which have established and/or joined AREGNET in accordance with the provisions of the Fundamental Regulations of AREGNET;
 - c) “**home provider**” means a regulated operator, the services of which the roaming user is subscribed to;
 - d) “**international mobile roaming**” (or “**roaming**”) means the use of a terrestrial public mobile telecommunications network situated outside the country of the home provider;
 - e) “**operator**” means a provider of terrestrial public mobile telecommunications services independent of whether it provides such services via its own network or not;
 - f) “**Plenary of the Parties**” (or “**Plenary**”) means the body directly comprising all the Parties to this MoU, established in accordance with the provisions of Paragraph 4) of Article 10 of this MoU;
 - g) “**regulated operator**” means an operator of the country of a Party to this MoU;
 - h) “**regulation**” means any directly enforceable rule of general application or having effect of general application, or any actions, which in law or in fact create directly enforceable rights and/or obligations of general application;
 - i) “**regulatory body**” means the body or bodies in charge of the regulation of telecommunications in a specific country;
 - j) “**retail tariff**” means a tariff applied to the services provided by an operator to a user;
 - k) “**Roaming Area**” means an area established by this MoU where the tariff regulation stipulated in Annex II to this MoU applies. Operators within the Roaming Area shall abide by the obligations of Annex II to this MoU and their users shall enjoy the benefits thereof. Roaming Area may be defined in relation of each Party of this MoU separately;
 - l) “**Roaming Committee**” means the body established in accordance with Paragraph **Error! Reference source not found.**6(b) of Article 2 of Annex I to this MoU, tasked with the supervision and coordination of the implementation of this MoU;

- m) “**roaming user**” means a user of a provider of terrestrial public mobile telephony services, by means of a terrestrial public mobile network situated in the country of a Party, whose contract or arrangement with his home provider permits the use of a mobile telephone or other device to make and/or to receive calls on a visited operator’s network by means of direct or indirect arrangements between the home provider and the visited operator;
 - n) “**SMS**” means a short message service text message or messages;
 - o) “**user**” means a person, who may be legal or natural, using terrestrial public mobile services under a contract (including arrangements for pre-paid services) with the provider of such services. Depending on the context, a user may mean a party to a contract for the provision of such services, a person, making an actual use of such services, or both;
 - p) “**visited country**” means a country, a regulatory body of which is a Party to this MoU, in which a user is roaming;
 - q) “**visited operator**” means a regulated operator, which provides services to the user of a home provider, while such a user is roaming;
 - r) “**wholesale rate**” means a tariff applied to the services, related to roaming and/or international telecommunications, provided by one operator to another.
- 2) Terms, used in this MoU and defined for the purposes thereof, are without prejudice to the terms and definitions used in the national law of the countries of the Parties to this MoU.

CHAPTER II – TRANSPARENCY OF ROAMING TARIFFS

Article 3 – Website on Roaming Tariffs

- 1) Parties to this MoU (hereinafter referred to as “Parties”) shall ensure that final retail tariffs for roaming services to be paid by roaming users are published in a clearly understandable manner on a single easy-to-use and actively promoted Internet website. This website should contain data of all the regulated operators and this data should be updated in a timely manner. The obligation of this Article may be satisfied by a website, which includes references to other websites, where the relevant information is actually published, provided that the websites referred comply with the requirements of this Article.
- 2) As a minimum, the website shall be published in Arabic and English. The Roaming Committee may decide to make additional languages mandatory.
- 3) The Roaming Committee is responsible for coordinating and supervising the implementation of this Article. For this purpose it shall have the right to commission a third party or parties to execute this task and supervise them accordingly.
- 4) The obligation of this Article may be satisfied by a website, established by a third party (which may be an association of mobile service providers), including those not having a formal mandate from the Parties or the Roaming Committee, provided the requirements of this Article are met. The Roaming Committee shall monitor the operation of such a website and liaise with such a third party on behalf of the Parties in order to ensure that the requirements of this Article are met.

Article 4 – Information on Roaming Tariffs via SMS

- 1) Parties shall ensure that regulated operators inform their users about the roaming retail tariffs via SMS when such a user connects to a network of a visited country. Scope of information to be provided and rules for the provision of such information shall be defined by each Party.
- 2) The Roaming Committee shall have the right to recommend specific items of information to be provided under this Article, methods of presenting the information, measures to be applied to ensure that objectives of this Article are satisfied in relation to people with special needs as well as provide other recommendations on the implementation of this Article and meeting the objectives thereof.

CHAPTER III – REGULATION OF ROAMING TARIFFS

Article 5 – Regulation of Roaming Tariffs

Regulation of roaming tariffs shall be governed by the provisions of Annex II to this MoU. Annex II constitutes an integral part of the MoU, and it shall be applicable to the Parties, which have not opted-out of the requirements of Annex II to the MoU according to the provisions thereof.

CHAPTER IV – IMPLEMENTATION OF THE MOU

Article 6 – Implementation of the MoU

This MoU is implemented according to Annex I to this MoU. Annex I constitutes an integral part of the MoU, and it shall be applicable to all the Parties.

CHAPTER V – FINAL PROVISIONS

Article 7 – Signing of the MoU

- 1) The MoU is open for signature by the regulatory bodies, members of AREGNET, which participated in _____. The signing may only be done by the end of _____.
- 2) The signing of the MoU establishes its text as authentic and definitive.
- 3) Signatories of this MoU shall endeavour to commit to this MoU as soon as possible. For the avoidance of doubt, signing of the MoU does not entail any other obligations for the Signatories of this MoU.

Article 8 – Committing to the MoU

- 1) Any Signatory to this MoU or any other regulatory body may commit to this MoU by depositing a relevant instrument to the Permanent Secretary of AREGNET, depositary of the MoU. A copy of such an instrument shall be sent by a committing body to the Roaming Committee.
- 2) A Party, committing to this MoU, shall clearly specify whether it commits to Annex II to this MoU or opts-out of it. The Party, which has opted-out of the requirements of Annex II to the MoU, shall aim to eliminate obstacles precluding it from applying it with a view to commit to the requirements of Annex II to the MoU as soon as possible.
- 3) By committing to this MoU, a Party confirms that it has full rights under the relevant national laws to enter into such an MoU, has obtained all necessary approvals and has completed all national procedures, if any, and has all powers necessary to implement it or to effect its implementation. If actions of national bodies other than a Party, which do not fall under the jurisdiction of the Party, need to be taken to effectuate the MoU, the Party shall clearly indicate this. For the avoidance of doubt, such a Party shall remain responsible for the implementation of this MoU.
- 4) If a regulatory body from a non-Arab country wishes to commit to the MoU, it may do so subject to the approval of the Plenary. In such a case, Parties to this MoU, which have not voted for the approval of such a Party at the Plenary, may raise objections to such a Party joining the MoU within 2 months of the date of notification of such a Party depositing an instrument of committing to the MoU. Such an objection may also be raised by the Parties at the time, when they commit to the MoU. Any such objection shall be notified to the depositary and the Roaming Committee. Article 4 and Article 5 of the MoU are not considered to be in force as between the respective Party and a Party, which has raised a valid objection according to this Paragraph.
- 5) A Party, which has raised objections referred to in Paragraph 4) of this Article, shall have the right to withdraw its objections at any time. Such withdrawal shall be communicated to the Party concerned, the depositary and the Roaming Committee. In such a case, Article 4 and Article 5 of this MoU will enter into force as between the respective Parties according to the general rules applicable to the entry into force of this MoU.
- 6) If a Party has a jurisdiction for only part of a relevant country, the Party shall clearly identify such a part of the country at the time of committing to the MoU. The MoU will then only apply to such a part of the country. If a jurisdiction of such a Party is subsequently extended to include other parts of such a country, the Party shall notify the depositary and the Roaming Committee thereof. The MoU will enter into force for such additional parts of a country according to the general rules applicable to the entry into force thereof.

Article 9 – Reservations to the MoU

No reservations or exceptions to this MoU are allowed except for those expressly mentioned therein.

Article 10 – Entry into force of the MoU

- 1) The MoU shall enter into force on the first day of the next Gregorian calendar month following the expiration of 6 months after the deposit of the third instrument of committing to this MoU.

2) Thereafter the MoU shall enter into force for each additional Party committing to it (and as between this Party and other Parties of this MoU) on the first day of the next Gregorian calendar month following the expiration of 6 months after the deposit of its instrument of committing to the MoU.

3) The provisions above are applied without prejudice to the effectiveness of provisions of this MoU and the obligations of the Parties to follow the procedural rules of this MoU related to the signing thereof, committing thereto, preparation of entry into force thereof, the functions of the depositary and other similar rules, arising necessarily before the entry into force of the MoU, including the ones stated in Article 7 of Annex II to this MoU.

4) The depositary of this MoU shall convene the first Plenary within 3 months from the deposit of the third instrument of committing to this MoU.

Article 11 – Observers

The Plenary may grant the status of an observer to the MoU to any public or private sector body upon application thereof. Such an observer may participate in the work of the Parties to this MoU within the limits and subject to the rules and conditions defined by the Plenary.

Article 12 – Withdrawing from the MoU

1) A Party to this MoU may withdraw from it by a notification in writing addressed to the depositary and the Roaming Committee.

2) The withdrawal takes effect on the first day of the next Gregorian calendar month following the expiration of 12 months after the notification is received by the depositary. Where a longer period for the withdrawal to take effect is specified in the notification, the withdrawal takes effect upon the expiration of such longer period after the notification is received by the depositary. The Plenary may at its discretion grant permission to a Party to shorten the notification period.

Article 13 – Depositary

1) The depositary of this MoU shall:

a) keep custody of the original of the MoU;

b) receive and notify Parties as well as the Roaming Committee of:

i) instruments of committing to the MoU and any changes thereto referred to Article 8;

ii) objections raised to joining to the MoU referred to in Paragraph 4) of Article 8 and withdrawals thereof referred to in Paragraph 5) of the same Article;

iii) notifications of withdrawal from this MoU referred to in Article 12;

iv) information on contacts of focal points of the Parties referred to in Paragraph **Error! Reference source not found.** of Article 4 of Annex I to this MoU;

- v) notifications referred to in Paragraph 6) of Article 8;
 - vi) other notifications from the Parties as prescribed in this MoU;
- c) notify Parties and the Roaming Committee of date on which the MoU enters into force in accordance with Article 10.
- 2) The depositary of this MoU may delegate some of the functions referred to in Paragraph 1) of this Article to the Roaming Committee subject to the consent thereof.

Article 14 – Stricter Regulation

Nothing in this MoU shall preclude Parties from applying stricter regulation of roaming within the limits of their jurisdiction and/or to conclude agreements therefor unless such regulation directly contradicts provisions of this MoU.

In witness whereof the undersigned, being duly authorised thereto, have signed the MoU.

As stated in Paragraph 3) of Article 7 of this MoU, signing of the MoU does not by itself entail any obligations for the Signatories to this MoU, except for the requirement to endeavour to commit to this MoU as soon as possible.

Done at _____, on _____, in the Arabic and English languages, with Arabic language text prevailing in case of discrepancies, in a single copy which shall be deposited with _____, and of which a certified copy shall be sent to each member of AREGNET, other regulatory bodies of Arab countries as well as other committing Parties.

**ANNEX I TO THE ARAB MEMORANDUM OF UNDERSTANDING ON THE
REGULATION OF THE INTERNATIONAL MOBILE ROAMING**

IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING

Signatories to the Arab Memorandum of Understanding on the Regulation of the International Mobile Roaming concluded at _____ on _____ (hereinafter referred to as “the MoU”) have agreed upon the following provisions as an Annex I to the MoU (hereinafter referred to as “this Annex”):

Article 1 – Definitions

Any word, phrase or expression used in this Annex shall, unless the context requires otherwise, have the same meaning as in the MoU.

Article 2 – Plenary of the Parties

- 1) The supreme authority for the implementation of the MoU is vested with the Plenary of the Parties.
- 2) Every Party of the MoU shall have one vote at the Plenary.
- 3) The Plenary shall be chaired by an annually rotating Presidency. The Presidency shall rotate according to the alphabetical order of the Arabic language names of the countries of the Parties. If a Party, which the Presidency should be handed over to, decides not to have the Presidency, the Presidency is handed over to the next Party according to the order defined herein. The Presidency shall be handed over at an annual ordinary Plenary Meeting.
- 4) The Plenary shall make decisions at the Plenary Meetings or by electronic correspondence.
- 5) Decisions of the Plenary may be adopted if more than half of the Parties participates at the Plenary Meeting or within the reasonable period, established by the Presidency, participate in the voting by electronic correspondence. Decisions are made by the simple majority of the participating Parties.
- 6) The Plenary shall:
 - a) establish its own working procedures;
 - b) establish the Roaming Committee, appoint the chair and members thereof;
 - c) approve the Statutes of the Roaming Committee;
 - d) approve the annual report of the Roaming Committee;
 - e) provide reports and/or information to AREGNET, the League of the Arab States and the Arabian Gulf Cooperation Council on the implementation of the MoU.

- Such reporting is done via the Presidency and/or the Roaming Committee (in the latter case reporting to the League of the Arab States and the Arabian Gulf Cooperation Council shall be subject to the coordination with the Presidency);
- f) upon recommendation of the Roaming Committee, decide on the budget for the implementation of the MoU, including sources of income, which may include the contributions of the Parties, as well as the rules of management thereof;
 - g) upon recommendation of the Roaming Committee, approve requests of the regulatory bodies of non-Arab countries to join the MoU;
 - h) define rules, conditions of and limitations to participation of observers in the work of the Parties; decide on whether to grant an observer status to a public or private sector body, which applies therefor.
- 7) The Plenary shall have the right to review the decisions of the Roaming Committee and, if considers justified, annul, amend or request the Roaming Committee to reconsider them.
- 8) The Plenary shall have the right to delegate some or all of its powers to the General Authority of AREGNET subject to the consent of AREGNET.

Article 3 – Roaming Committee

- 1) Parties shall establish the Roaming Committee to supervise and coordinate the implementation of the MoU.
- 2) The Roaming Committee shall:
 - a) adopt decisions, recommendations and opinions as well as take any other actions necessary to effectively implement the MoU;
 - b) solve disputes and disagreements between the Parties as well as respond to requests of the Parties on interpretation of the MoU. If justified, the Roaming Committee may on a case-by-case basis delegate this task to an expert or a panel of experts;
 - c) advise the Plenary on the implementation of the MoU;
 - d) facilitate exchange of information related to the MoU among the Parties;
 - e) as necessary, recommend to the Plenary:
 - 1) the budget for the implementation of the MoU, including the sources of income, which may include the contributions of the Parties; and
 - 2) the rules of management thereof;
 - f) consider requests by regulatory bodies of non-Arab countries to join the MoU and make recommendations regarding their candidacy to the Plenary;

- g) monitor roaming tariffs and the development of the roaming market within the Roaming Area as well as in relation to countries, which are not included in the Roaming Area (such monitoring, if justified, may include benchmarking these developments against the other regions);
 - h) if the results of monitoring of roaming tariffs and the development of the roaming market demonstrate undesirable effects, which are considered to harm roaming users (for example, increase in inter-regional roaming tariffs), provide suggestions to the Plenary and/or the Parties as to how these effects should be addressed;
 - i) prepare and submit to the Plenary for approval an annual report on the implementation of the MoU and publish it after the approval thereof;
 - j) provide information about the MoU and its implementation to third parties as well as the public. The Roaming Committee may delegate the whole or part of this function to the chair or the specific members of the Roaming Committee;
 - k) maintain a website for the purpose of publishing information related to the MoU. This website may be different from the website on tariffs referred to in Article 3 of the MoU, but in any case shall include a reference to the latter;
 - l) for the purposes of the implementation of the MoU, cooperate with the bodies of AREGNET, in particular the Permanent Secretary of AREGNET. If considered justified by the Roaming Committee and agreed by AREGNET, some or all of the functions of the Roaming Committee may be executed by the bodies of AREGNET, in particular the Permanent Secretary of AREGNET;
 - m) provide reports and/or information to AREGNET and, in coordination with the Presidency, the League of the Arab States and the Arabian Gulf Cooperation Council on the implementation of the MoU;
 - n) cooperate with other groups of regulatory and other bodies involved in similar issues;
 - o) liaise with international organisations, industry bodies and user organisations with regard to the issues related to roaming;
 - p) from time to time review the operation and effectiveness of the MoU, suggest and, if necessary, draft revisions to the MoU and/or further agreements in the field of roaming, including with regard to regulation of additional roaming services;
 - q) execute other functions assigned to it in the MoU.
- 3) The Roaming Committee shall have the right to request Parties to provide information reasonably required for the implementation of the MoU, including information on tariffs, including tariffs for roaming services, and costs.

4) For the avoidance of doubt, all references of the MoU to the Roaming Committee enter into force from the day of establishment thereof.

Article 4 – Exchange of Information

1) The Parties shall exchange information on the implementation of the MoU. Parties shall appoint focal points therefor and notify other Parties via the depositary and the Roaming Committee thereof. Information, which has to be provided to other Parties according to the MoU, shall also be submitted to the focal point appointed by the Roaming Committee.

2) The Parties shall notify each other of any draft regulations related to the subject-matter of the MoU and provide texts thereof at latest at the same time, when they are published for a national public consultation. The Parties shall also provide each other with the final regulations related to the subject matter of the MoU within 5 working days from such regulations being adopted.

3) The obligations of this Article shall also apply to the regulations adopted and information produced or held by other national bodies, which are not Parties, provided such regulations and/or other information are related to the subject-matter of the MoU and a respective Party is aware of these regulations and/or other information and national law does not restrict the ability of a Party to submit this information to the other Parties.

Article 5 – Confidential Information

1) The Parties, members of the Roaming Committee and any other persons involved in the implementation of the MoU shall protect confidential information which may come directly or indirectly to their knowledge during the course of their work related to the MoU.

2) The Parties shall ensure that persons under their jurisdiction or in contractual, employment or other similar relationship therewith comply with the requirement to protect confidential information related to the MoU.

Article 6 – Integral Part of the MoU

This Annex constitutes an integral part of the MoU, and it shall be applicable to all the Parties.

**ANNEX II TO THE ARAB MEMORANDUM OF UNDERSTANDING ON THE
REGULATION OF THE INTERNATIONAL MOBILE ROAMING**

REGULATION OF TARIFFS FOR INTERNATIONAL MOBILE ROAMING SERVICES

Signatories to the Arab Memorandum of Understanding on the Regulation of the International Mobile Roaming concluded at _____ on _____ (hereinafter referred to as “the MoU”) have agreed upon the following provisions as Annex II to the MoU (hereinafter referred to as “this Annex”):

Article 1 – Definitions

- 1) Any word, phrase or expression used in this Annex shall, unless the context requires otherwise, have the same meaning as in the MoU.
- 2) For the purposes of this Annex:

“regulated roaming call” means a voice telephony call, using a terrestrial public mobile telecommunications network, made by a roaming user, originating on a visited operator’s network and terminating on a public telecommunications network within the Roaming Area, or received by a roaming user, originating on a public telecommunications network within the Roaming Area and terminating on a visited operator’s network.

Article 2 –Regulation of Tariffs for International Outgoing Calls

- 1) Parties shall ensure that a visited operator of a respective country does not charge a home provider for the international outgoing regulated roaming call services a wholesale rate higher than a rate calculated according to the following formula:

$$WR_{vo}^{International} = RT_{vo}^{International} \times x$$

$WR_{vo}^{International}$ = Wholesale rate charged by the visited operator to the home provider for the international outgoing regulated roaming calls to a specific destination made by users of the home operator

$RT_{vo}^{International}$ = Retail tariff charged by the visited operator to its users for international calls to that destination

x = Multiplier, which shall be equal to:

- a) 1.5 – for the first 12 months from the date this Annex enters into force between the respective Parties;
- b) 1.4 – for the second 12 months from the date this Annex enters into force between the respective Parties;

c) 1.3 – thereafter.

2) Parties shall ensure that a home provider of a respective country does not charge its users for the international outgoing regulated roaming call services a retail tariff higher than a tariff calculated according to the following formula:

$$RT_{hp}^{International} = WR_{vo}^{International} \times 1.3$$

$$RT_{hp}^{International} = \text{Retail tariff charged by the home provider to its users for the international outgoing regulated roaming calls to a specific destination}$$

3) For the purposes of calculating the appropriate wholesale rate, the visited operator's retail tariff for international calls to a specific destination (reference tariff) is calculated as an annual average of various retail tariffs for international calls to that destination, provided using the equivalent technology to the one used to provide the regulated roaming calls, applied by that visited operator. This average shall be calculated as: total annual retail revenue from the respective services divided by total minutes of the previous Gregorian calendar year (Gregorian calendar year being 12 Gregorian calendar months January to December inclusive). New reference tariffs calculated according to the method defined in this Paragraph shall be effective from 1 July of each year.

Article 3 – Regulation of Tariffs for Domestic Outgoing Calls

1) Parties shall ensure that a visited operator of a respective country does not charge a home provider for the domestic outgoing regulated roaming call services within the visited country a wholesale rate higher than a rate calculated according to the following formula:

$$WR_{vo}^{Domestic} = RT_{vo}^{Domestic} \times x$$

$$WR_{vo}^{Domestic} = \text{Wholesale rate charged by the visited operator to the home operator for the domestic outgoing regulated roaming calls within the visited country made by users of the home operator}$$

$$RT_{vo}^{Domestic} = \text{Retail tariff charged by the visited operator to its users for the domestic calls within the visited country}$$

$$x = \text{Multiplier, which shall be equal to:}$$

a) 1.5 – for the first 12 months year from date this Annex enters into force between the respective Parties;

b) 1.4 – for the second 12 months from date this Annex enters into force between the respective Parties;

c) 1.3 – thereafter.

2) Parties shall ensure that a home provider of a respective country does not charge its users for the domestic outgoing regulated roaming call services within the visited country a retail tariff higher than a tariff calculated according to the following formula:

$$RT_{hp}^{Domestic} = WR_{vo}^{Domestic} \times 1.3$$

$$RT_{hp}^{Domestic} = \text{Retail tariff charged by the home provider to its users for the domestic outgoing regulated roaming calls within the visited country}$$

3) For the purposes of calculating the appropriate wholesale rate, the visited operator's retail tariff for domestic calls (reference tariff) is calculated as an annual average of various retail tariffs for domestic calls, provided using the equivalent technology to the one used to provide the regulated roaming calls, applied by that visited operator. This average shall be calculated as: total annual retail revenue from the respective services divided by total minutes of the previous Gregorian calendar year (calendar Gregorian year being 12 Gregorian calendar months January to December inclusive). New reference tariffs calculated according to the method defined in this Paragraph shall be effective from 1 July of each year.

Article 4 – Regulation of Tariffs for Incoming Calls

1) Parties shall ensure that the maximum wholesale rate payable by a home provider for the termination of an incoming regulated roaming call to its user is no greater than normal rate applied for the termination of an international incoming call originating on the network of the home provider and terminating on the network of the visited operator.

2) A home provider shall not charge its user a retail tariff for the incoming regulated roaming calls higher than its retail tariff applied to such a user for international calls to a visited operator's network.

Article 5 – Reciprocity

For the purposes of establishing the wholesale rates as per Article 2 and Article 3 of this Annex, for each and every pair of operators, which provide roaming services to each other, the wholesale rate for both operators shall be no more than the higher of the wholesale rates from the ones calculated individually for each operator.

Article 6 – Opting Out of Tariff Regulation

1) A Party shall have the right to opt-out of the requirements of this Annex when committing to the MoU. Thereafter, a Party can only opt-out of the requirements of this Annex using the procedures of the MoU applicable to the withdrawal from the MoU.

2) The country of a Party, which has opted-out of the requirements of this Annex, shall not be considered to be included in the Roaming Area.

3) Any Party, which has opted-out of the requirements of this Annex, shall at any time have the right to opt-in to the requirements of this Annex. In such an instance provisions applicable to committing to the MoU and entry into force thereof shall apply to the entry into force of this Annex.

Article 7 – Implementation of this Annex

1) The Parties shall ensure that this Annex is implemented in a way that ensures clear and unambiguous enforceability as well as enables interested persons (including the ones, which do not have an establishment in a country of the respective Party) to demand enforcement thereof using mechanisms, which are no less effective than national judicial procedures.

2) The Parties shall adopt the regulations implementing the requirements of this Annex and provide other Parties the final adopted texts thereof at least 2 months before these requirements enter into force in relation to the Party concerned. If a Party does not submit notification to the other Parties as required herein, it is presumed that there is a serious risk that it will not implement requirements of this Annex in which case the provisions of Paragraph 4) of this Article will apply.

3) The Parties shall notify each other of any regulations, which could materially affect their ability to enforce the requirements of this Annex, and provide texts thereof at least 2 months before such regulations enter into force.

4) If a Party considers that there is a serious risk that other Party will not apply the requirements of this Annex, such a Party may suspend application of this Annex in relation to a respective Party. Such a decision shall be communicated to a Party concerned and the Roaming Committee at least 5 working days before entering into effect thereof, unless there is strong evidence that delay would cause unreasonable harm to users and/or operators of its country. In such a case, a Party shall notify the Party concerned and the Roaming Committee as soon as possible, but no later than within 1 working day after the decision is adopted.

5) The Roaming Committee shall have the right to request withdrawal of the suspension by a Party if it decides that the circumstances do not warrant such a suspension.

6) A Party, which has suspended the application of the requirements of this Annex in relation to a specific Party, shall withdraw such a suspension as soon as possible after it receives sufficient evidence proving that the application of the requirements of this Annex in relation to a specific Party would be reciprocated. A Party shall give 5 working days notice of such withdrawal of the suspension to the Party concerned and the Roaming Committee.

7) Any suspension of the application of the requirements of this Annex shall be applied reciprocally. Countries of Parties, which have suspended the application of the requirements of this Annex as between themselves, shall not be considered to be in a single Roaming Area (though they will still be considered to be in a Roaming Area with respect to the Parties, which have not suspended application of requirements of this Annex thereto).

8) The Roaming Committee shall specifically monitor the implementation of this Annex with a view to ensure the fair and reciprocal application thereof. The Roaming Committee shall have the right to suspend application of this Annex with regard to a specific Party, if it considers that there is a serious risk that a respective Party will not apply the requirements of this Annex, as well as lift such a suspension once evidence to the contrary is provided. Such decisions shall be communicated to all the Parties 5 working days before coming into effect thereof, except where the Roaming Committee considers that an urgent action needs to be taken. In such a case, decisions are communicated as soon as reasonably possible. The country of a Party, with regard to which the application of this Annex is suspended, is not considered to be a part of the Roaming Area.

9) The obligations of this Article shall also apply to the regulations adopted and information produced or held by other national bodies, which are not Parties, provided such regulations and/or other information are related to the subject-matter of this MoU and a respective Party is aware of these regulations and/or other information and national law does not restrict the ability of a Party to submit this information to other Parties.

Article 8 – Integral Part of the MoU

This Annex constitutes an integral part of the MoU, and it shall be applicable to the Parties, which have not opted-out of the requirements of this Annex according to the provisions thereof.

**ADDITIONAL PROTOCOL TO THE ARAB MEMORANDUM OF UNDERSTANDING
ON THE REGULATION OF THE INTERNATIONAL MOBILE ROAMING**

**REGULATION OF THE INTERNATIONAL MOBILE ROAMING AMONG THE
COUNTRIES OF THE ARABIAN GULF COOPERATION COUNCIL**

Regulatory bodies of the Arabian Gulf Cooperation Council (hereinafter referred to as "GCC") countries, members of the Arab Regulators' Network (hereinafter referred to as "AREGNET"), - Signatories to the Arab Memorandum of Understanding on the Regulation of the International Mobile Roaming concluded at _____ on _____ (hereinafter referred to as "the MoU") and this Protocol,

Recognising the special cooperation within the GCC region as established by the Charter of GCC of 25 May 1981,

Taking into account the framework for economic cooperation within GCC established by the Economic Agreement between the GCC states, adopted by the GCC Supreme Council on 31 December 2001,

Noting the establishment of the GCC Common Market effective from 1 January 2008,

Having regard to:

- the Resolutions of the 11th Meeting of the Ministerial Committee for Post, Telecommunications and Information Technology of GCC held on 17 February 1999,
- the Resolutions of the 17th Meeting of the Ministerial Committee for Post, Telecommunications and Information Technology of GCC held on 28 May 2008,

Taking into account that lowering the retail mark-up below 30 percent established by Annex II to the MoU might be unreasonable in the light of international experience and studies conducted,

Therefore considering that the best option to implement the Resolutions of the Ministerial Committee for Post, Telecommunications and Information Technology of GCC is to lower the maximum wholesale rate as, according to the studies of AREGNET and the International Telecommunication Union, it still provides for sufficient margin for reduction without mandating tariffs, which could potentially be below costs,

Have agreed upon the following provisions:

Article 1 – Objectives and Definitions

1) The objective of the present Protocol is to amend and supplement the Arab Memorandum of Understanding on the Regulation of the International Mobile Roaming in order to adapt it to the specifics of the relations within GCC and to implement the Resolutions of the Ministerial Committee for Post, Telecommunications and Information Technology of GCC.

2) Any word, phrase or expression used in this Protocol shall, unless the context requires otherwise, have the same meaning as in the MoU.

Article 2 – Maximum Wholesale Rate for International Outgoing Calls within GCC

1) Where roaming services are provided by one GCC operator to another GCC operator, x, referred to in Paragraph 1 of Article 2 of Annex II to the MoU shall be no more than 0.885¹.

2) For the avoidance of doubt, the wholesale rate calculated in accordance with this Article shall be used as a respective wholesale rate in all instances where such a wholesale rate is referred to in the MoU, including for calculation of retail tariffs, where roaming services are provided by one GCC operator to another GCC operator.

Article 3 – Integral Part of the MoU

1) This Protocol constitutes an integral part of the MoU with regard to the Parties of the MoU from the GCC countries. For the avoidance of doubt, every Party of the MoU, which is from a GCC country and has committed to Annex II to the MoU, is considered to have committed to the obligations of this Protocol.

2) For the avoidance of doubt, all provisions of the MoU, which are not amended by this Protocol, are applicable to the Parties from the GCC countries to the full extent.

In witness whereof the undersigned, being duly authorised thereto, have signed the Protocol.

Done at _____, on _____, in the Arabic and English languages, with Arabic language text prevailing in case of discrepancies, in a single copy which shall be deposited with _____, and of which a certified copy shall be sent to each regulatory body of the GCC countries.

¹ 0.885 is calculated by dividing 1.15 by 1.30. This is done in order to achieve that the retail tariff for international roaming calls does not exceed the retail tariff for international calls by more than 15 percent as mandated by the Arabian Gulf Cooperation Council, taking into account the provisions of Paragraph 2 of Article 2 of the Annex to the MoU, which allow a 30 percent mark-up on top of wholesale rates for retail roaming tariffs.