# NATIONAL COMMUNICATIONS AUTHORITY

## Federal Republic of Somalia

IN EXERCISE of the authority granted in Articles 6,49,50,51,52,53 and Article 67 of the National Communication Law of 2017, the National Communications Authority of the FederalRepublic of Somalia issues the following Regulation:

# INTERCONNECTION REGULATION

## ARTICLE 1. PRELIMINARY PROVISIONS

**Citation**

1.1 These regulations may be cited as the National Interconnection Regulation of 2021.

**Application**

1.2 These Regulations will apply to all licensed communications service providers in relation to termination of traffic originated from one licensee's network and terminating on another licensee's network.

**Definitions**

1.3 For the purposes of these Regulations, unless the context otherwise requires, the following terms and expressions will have the meanings assigned below:

**"Authority"** means the National Communications Authority;

**“CDR”** means “Call Detail Record,” which is a data record produced by a telephone exchange or other telecommunications equipment that documents the details of a telephone call or other telecommunications transaction (e.g., text message) that passes through that facility or device;

**“Communications Law”** means the National Communication Law, Law No. 005 of 10 February2017;

**“Dispute Panel”** means the panel designated by the Authority under ARTICLE 5.

**“Interconnection Agreement”** means a contract between Telecommunications Operators to interconnect their telecommunication networks;

**“Interconnection Request”** means a written document by which a Licensed Telecommunications Operator requests interconnection with another Telecommunications Operator;

**“Requesting Operator”** means the Licensed Telecommunications Operator that submits an Interconnection Request to another Telecommunications Operator;

**“Responding Operator”** means the Licensed Telecommunications Operator that receives an Interconnection Request from another Telecommunications Operator;

**“Rules of Procedure”** mean the Rules of Procedure issued by the Authority; and

**“Telecommunications Operator”** is a company licensed by the Authority to provide telecommunications services.

## ARTICLE 2. INTERCONNECTION OF NETWORKS

**Interconnection Requests**

2.1 Pursuant to Article 52(2) of the Communication Law, any Licensed Telecommunications Operator (the Requesting Operator) may submit an Interconnection Request to any other Licensed Telecommunications Operator (the Responding Operator) for interconnection of the operators’ networks.

2.2 An Interconnection Request may be to establish interconnection that is not already established, amend an Interconnection Agreement that has been agreed, or renew an Interconnection Agreement that is nearing its expiration.

2.3 The Requesting Operator will send a copy of the Interconnection Request to the Authority on the same day the Requesting Operator sends the Interconnection Request to the Responding Operator.

2.4 The Interconnection Request will indicate:

(a) the type of interconnection required;

(b) the technical standards required for the interconnection;

(c) the proposed location of one or more points of interconnection;

(d) expected co-location and related requirements;

(e) the proposed date for which interconnection is required; and

(f) an estimate of the interconnection capacity required.

2.5 Within 30 days after its receipt of the Interconnection Request, the Responding Operator will respond to the Interconnection Request and begin negotiations with the Requesting Operator for the purpose of concluding an Interconnection Agreement.

2.6 If the Responding Operator fails to respond and begin negotiations as provided in paragraph 2.5, the Requesting Operator will notify the Authority of the delay, and the Authority will send a written notification to the Responding Operator to respond within 10days.

2.7 If the Responding Operator does not reply within the aforementioned 10 days, the Authority will request the parties' representatives to attend a consultation to discuss the problems or reservations they may be facing in responding to the Interconnection Request.

2.8 During the consultation, the Authority will work on addressing and solving all the problems raised by the Responding Operator.

2.9 The Requesting Operator and the Responding Operator will conclude an Interconnection Agreement not more than 120 days after the Responding Operator receives the Interconnection Request.

**Interconnection negotiations**

2.10 Taking into consideration article 49 of the National Communications Law, a Licensed Telecommunications Operator shall not deny a reasonable Interconnection Request from a Telecommunications Operator.

2.11 The parties will negotiate technical and commercial terms for the interconnection arrangements in a fair and transparent manner and without misleading the other party or obstructing or delaying the negotiations.

2.12 A Licensed Telecommunications Operator may petition the Authority to consult on any Interconnection Request on matters it may have concerns about accommodating for technical or commercial reasons.

2.13 Without limiting its powers under the Communication Law, the Authority may intervene in interconnection negotiations where:

(a) the parties have not entered into an Interconnection Agreement within 120 days after the date of the Interconnection Request; or

(b) if the parties have entered into an Interconnection Agreement but the Responding Operator has not established interconnection, conducted test calls, verified call details and opened exchange of traffic links within the later of (i) 60 days after the date of such agreement or (ii) such period as the agreement may specify.

2.14 The Authority's intervention under paragraph 2.13 may include:

(a) convening one or both parties to discuss the matter;

(b) requiring one or both parties to account for their actions, inactions and positions;

(c) mediating between the parties;

(d) giving an opinion on a technical, financial or legal matter; and

(e) if requested by either party, a dispute process under ARTICLE 5.

**Interconnection Agreements**

2.15 Subject to the National Communications Law, any applicable Regulation of the Authority (including this Regulation) under the foregoing, Telecommunications Operators are at liberty to negotiate, conclude and amend agreements with one another for interconnection in such manner and on such conditions as are mutually acceptable to them.

2.16 The Interconnection Agreement will be in writing and will comply with the Communications Law and Regulations of the Authority and it will include provisions addressing the following:

(a) the services for which interconnection is provided, such as termination of voice calls, and SMS messages;

(b) appropriate quality of service and standards;

(c) service level agreement;

(d) provisions relating to adjustments to capacity;

(e) pricing of interconnection services;

(f) arrangements for invoicing and settlement; and

(g) an express statement that neither interconnecting Licensed Telecommunications Operator may not terminate the Interconnection Agreement without the prior express written authorization of the Authority.

2.17 The Interconnection Agreement will provide for points of interconnection that are economically and technically feasible between interconnecting networks. Locations for interconnection networks may include, without limitation:

(a) mobile switching centers;

(b) local exchanges; and

(c) any other economically and technically feasible location

2.18 The Interconnection Agreement may provide that:

(a) each party will provide access to such of its facilities, systems, software and services as are reasonably required by the other to interconnect and provide telecommunications services to its users, including co-location space for equipment and ancillary services such as electric power, air conditioning, access to and security at facilities and premises owned or controlled by the party;

(b) each party will provide to the other on a timely basis technical specifications and commercially relevant information that is required to interconnect and provide telecommunications services to its users; and

(c) neither party will disclose or otherwise use information received from the other in connection with interconnection to obtain a competitive advantage or for any purposes other than for which it was supplied.

2.19 A Licensed Telecommunications Operator will provide interconnection in a manner that is sufficiently unbundled so that the other Licensed Telecommunications Operator need not pay for network components or facilities that it does not require for the purposes of interconnection.

2.20 A Licensed Telecommunications Operator is not required to enter into any agreement on terms that are likely to endanger, damage or injure any person or property or materially interfere with the operation, provision, security, quality of service or integrity of its telecommunications network or provision of its telecommunications services.

2.21 Telecommunications Operators will:

(a) ensure that all Interconnection Agreements reflect the provisions of this Regulation; and

(b) comply with Interconnection Agreements they enter into and any applicable regulations of the Authority relating to them.

**Fraudulent and unlawful traffic**

2.22 The parties will ensure that an Interconnection Agreement provides the parties shall not transmit traffic unlawfully or fraudulently received from national and international of the Federal Republic of Somalia to the other party for termination.

2.23 Every Licensed Telecommunications Operator entering into an Interconnection Agreement shall share the numbering ranges used by their customers in order to prevent fraud and interconnection of unlawful traffic.

2.24 Each party to the Interconnection Agreement shall co-operate in the detection and control of fraud and interconnection of unlawful traffic.

2.25 Each party to the Interconnection Agreement shall establish an information sharing system (via email or to any other medium) to quickly share information with interconnected operators on suspected and confirmed cases of fraud and interconnection of unlawful traffic.

2.26 Each party in the Interconnection Agreement shall block suspicious or fraudulent traffic as soon as it becomes aware of such traffic on its network or is informed of such traffic by another Telecommunications Operator.

2.27 Each Licensed Telecommunications Operator that is party to an Interconnection Agreement will store information shared about cases of fraud in a database, will update thedatabase periodically, and will share it with other Telecommunications Operators with whom it enters into an Interconnection Agreement.

2.28 Pursuant to the Communications Law, the Authority has an obligation to promote and stimulate sustainable competitive commercial investment and to promote network competition. Interconnectedparties shall not engage in a price dumping that will harm each others investment or lessensfair market competition".

2.29 The Authority may suspend the interconnection agreement from the party engaged in price dumping that harms parties investment and lessens fair market competition".

**Billing**

2.30 Billing settlements will be made on monthly basis.

2.31 When preparing an Interconnection billing invoice, parties to an Interconnection Agreement will use netting in order to subtract the amount receivable in relation to incoming interconnection traffic from the amount payable in relation to outgoing interconnection traffic.

2.32 If the parties to an Interconnection Agreement cannot agree over Interconnection billing invoices, either Licensed Telecommunications Operator may send a written notice to the Authority and the Authority will arrange a consultation with both parties, review their CDRs and assist in ascertaining whether there is an error in the Interconnection billing invoice.

2.33 If the parties cannot reach agreement, either may initiate a dispute under Article 5.

**Bank deposit or performance bond**

2.34 Each Licensed Telecommunications Operator entering into an Interconnection Agreement must provide a bank deposit with or a performance bond issued by the Central Bank of Somalia or a reputable bank.

2.35 The deposit or performance bond will be equal to the value of 4 months past invoices for interconnection services or anticipated future invoices for interconnection services.

2.36 A party to an Interconnection Agreement may call on a portion of the amount on deposit or the performance bond to satisfy an outstanding debt that the Authority has confirmed pursuant to a dispute procedure under ARTICLE 5 remains due and unpaid for over 60 days.

**Registration and Implementation of Interconnection Agreements**

2.37 The parties to an Interconnection Agreement will register it with the Authority within 30 days after its signing in accordance with article 51 of the National Communications Law.

2.38 The Rules of Procedure, except for Article 12 (Public comments) thereof, will apply to the registration of Interconnection Agreements under paragraph 2.37.

2.39 The Authority will review the Interconnection Agreement and verify that it complies with the National Communications Law, any Regulation (including this Regulation) and any technical guidelines of the Authority.

2.40 If the Authority finds that the Interconnection agreement violates the National Communications Law, or any applicable regulations of the Authority, then the Authority will within 21 days request that the parties review the Interconnection agreement and make it compatible with the foregoing as per article 51 of the National Communications Law.

2.41 The parties must implement an Interconnection Agreement within 60 days after registering it with the Authority unless the Authority determines that it violates the Communications Law, or any applicable regulations of the Authority.

2.42 The Authority will require periodical updates of the progress of the Interconnection Agreement implementation due to its importance to the national interest.

# ARTICLE 3. QUALITY OF SERVICE

**Grade of Service**

3.1 A Licensed Telecommunications Operator will ensure that the quality of service it provides to an interconnecting Licensed Telecommunications Operator for traffic to and from the interconnecting Telecommunications Operator’s customers will be equivalent to the quality of service it provides to its own customers and services and those of its affiliates.

3.2 Without prejudice to the generality of paragraph 3.1, a Licensed Telecommunications Operator will ensure that the Grade of Service, measured in terms of call blocking and dropped or disconnected calls that it provides to an interconnecting Telecommunications Operator, will be equivalent to the Grade of Service it provides to its own customers and services and those of its affiliates.

3.3 Telecommunications Operators shall ensure that all Interconnection Agreements that they negotiate must comply with the Quality of Service provisions of these Regulations are reflected in such Interconnection Agreements.

# ARTICLE 4. INTERCONNECTION TARIFFS

**Compensation**

4.1 All Interconnection Agreements negotiated between Telecommunications Operators will establish rates per second of traffic or per message for termination of traffic delivered by an interconnecting Telecommunications Operator.

4.2 Each Licensed Telecommunications Operator will charge the other party to the Interconnection Agreement the same rate as the other party charges to it for the same service.

**Non-discrimination**

4.3 A Licensed Telecommunications Operator will provide interconnection rates to other Telecommunications Operators that are no less favorable than those rates it provides to other licensed operators.

**Setting of Prices by Authority**

4.4 If the Authority intervenes to set prices relating to interconnection, the Authority may, pursuant to the Communications Law set a reasonable price.

# ARTICLE 5. INTERCONNECTION DISPUTE RESOLUTION

**Application of this Article**

5.1 These procedures apply to disputes between Telecommunications Operators relating to interconnection, including:

(a) failure to agree, renegotiate or renew an interconnection agreement within 120 days after the date of an Interconnection Request;

(b) disputes over termination or breach of an interconnection agreement; and

(c) noncompliance with the Communication Law and licences, or any applicable regulations relating to interconnection.

5.2 The initiation of a dispute under this Article does not in any way limit the Authority's power to investigate and take enforcement action in relation to violations of the Communication Law and licences, or any applicable regulations.

5.3 Nothing in this Article prevents Telecommunications Operators or any other person from filing complaints with the Authority regarding violations of the Communication Law, licences or any applicable regulations.

5.4 The Rules of Procedure, except for Article 12 (Public comments) thereof, will apply to disputes under this ARTICLE 5.

**Dispute Panel**

5.5 The Authority will establish a Dispute Panel composed of the General Manager and such other persons as the Authority may designate with the Board approval, the Dispute Panel will resolve disputes under this ARTICLE 5.

5.6 The General Manager will preside over the Dispute Panel and determine its internal procedures.

5.7 The Dispute Panel has the power of the Authority to make all determinations, and orders provided for under these procedures.

**Initiation of Disputes**

5.8 A Licensed Telecommunications Operator may apply to the Authority to resolve a dispute with another Licensed Telecommunications Operator within the scope of paragraph 5.1.

5.9 The application must:

(a) show that the parties have attempted to resolve the matter by negotiation; and

(b) identify the parties involved and summarise the matter in dispute.

5.10 The party making the application must deliver a copy of the application to the other party or parties to the dispute on the same day it delivers it to the Authority.

5.11 Any party receiving an application pursuant to paragraph 5.10 must deliver its initial comments to the Authority within 15 days.

**Procedures**

5.12 Within 15 days after receiving an application for dispute resolution, the Authority will consult with the parties regarding the procedure for resolving the dispute.

5.13 The Authority will within a further 7 days determine whether it will:

(a) resolve the dispute by adjudication in accordance with Article 5.18;

(b) conduct or arrange an alternative dispute resolution procedure to resolve the dispute in accordance with Article 5.26; or

(c) deny the application for dispute resolution.

5.14 The Authority will issue its determination under paragraph 5.13 to the parties in writing, including procedural directions and applicable dates.

5.15 The Authority may deny an application for dispute resolution if the dispute is frivolous or vexatious.

5.16 All documents filed in relation to disputes under this Regulation must be filed with the Authority in accordance with Articles 4, 5, 6, 7 and 8 of the Rules of Procedure and delivered on the same day to the other party or parties to the dispute.

5.17 The Authority may engage experts to assist it with specific technical matters.

**Adjudication by the Dispute Panel**

5.18 Where the Authority decides to resolve the dispute by adjudication:

(a) the Authority will establish the Dispute panel as per this ARTICLE 5.

(b) the Dispute Panel will review the original application for dispute resolution, and will require the complaining party to provide a document detailing the matter under dispute, the party's reasons for its position based on the National Communications Law, and setting out supporting facts and evidence;

(c) within 14 days of establishing a Dispute Panel, or such longer time as the Authority may permit, the party against whom a complaint has been made will file a response, which may include a cross-complaint;

(d) the Authority will allow a party that is the subject of a cross-complaint a reasonable opportunity to provide its response to the cross-complaint; and

(e) the Dispute Panel may require the parties to file other written submissions or additional information at such time and in such manner as the Dispute Panel considers appropriate to assist it in resolving the dispute.

5.19 The Dispute Panel may engage experts to assist it with specific technical matters.

5.20 Each party has the burden of proving the facts it asserts in its submissions.

5.21 The Dispute Panel may provide for oral hearings on procedural matters, the merits of the dispute, or such other matters as it may require.

5.22 Except for urgent matters, the Dispute Panel will provide written notice to the parties of the time, date and place of an oral hearing at least 14 days in advance.

5.23 Before a witness presents evidence in an oral hearing, the Dispute Panel will administer an oath, affirmation or promise that the witness will testify truthfully on penalty of perjury.

5.24 The Dispute Panel will render its decision on the merits of the dispute in accordance with Article 13 (Decisions) of the Rules of Procedure within 60 days after the later of:

(a) receipt of the first dispute resolution request.

5.25 The decision of the Dispute Panel has the status and authority of a decision of the Authority and is subject to Article 14 (Reconsideration of decisions) of the Rules of Procedure.

**Alternative Dispute Resolution**

5.26 The Authority may approve a request from the operator to conduct an alternative dispute resolution process, such as mediation, expert opinion, arbitration or any other method, according to 5.13b.

5.27 In a mediation, the parties will seek to negotiate an agreement resolving the dispute with the assistance of a mediator agreed by the parties.

5.28 In an expert adjudication, an independent expert agreed by the parties will issue a binding opinion on a discrete technical, financial or other matter of fact or opinion.

5.29 In an arbitration, an independent arbitrator agreed by the parties will issue a decision on the matter under dispute.

5.30 Subject to paragraph 5.31, the Authority will adopt the agreement of the parties, opinion of the expert or decision of the arbitrator as its own decision.

5.31 The Authority may reject the arbitrator decision if is not in compliance with the Communications Law or the Regulations.

5.32 The Authority will administer organisational and financial matters relating to the alternative dispute resolution process.

5.33 The Authority will offer the parties the opportunity to agree on the selection of the mediator, expert or arbitrator, the terms of reference, the time and place of any meetings, and any matters of procedure.

5.34 No party will abuse any alternative dispute resolution process, for example to delay resolution of a dispute or to obtain information from another party without having a genuine intention to negotiate resolution of the dispute.

**Costs**

5.35 The Authority may set fees payable by Telecommunications Operators in respect of dispute resolution.

5.36 The Authority will account for any such fees payable and received.

5.37 If the Authority engages experts to assist it in resolving a dispute, it may allocate the costs of such experts to one or both of the parties.

5.38 The Authority may make such orders for costs as it considers necessary at any time in relation to a dispute, including without limitation making advances on account, and including legal and expert costs.

**Confidentiality**

5.39 Except as disclosed during any public hearing or in any decision, or as otherwise determined by the Authority, the parties will keep confidential all non-public information disclosed by the other party or parties in a dispute resolution proceeding.

5.40 A party may request confidential treatment of information submitted to the Authority on the basis that such information is commercially sensitive.

5.41 When considering a request for confidential treatment, the Authority will consider the importance of protecting the confidentiality of commercially sensitive information and fairness to an adverse party seeking an opportunity to respond to such information.

5.42 Except as provided in these procedures or in the directions of the Authority, no party to the dispute will communicate, outside the dispute process, with the members of the Board of the Authority, members of the Dispute Panel, or any officer or employee of the Authority, with regard to matters that are the subject of the dispute.

5.43 Nothing herein will prevent the parties from agreeing to make public disclosures about the proceedings.

# ARTICLE 6. SUSPENSION OR TERMINATION OF INTERCONNECTION

**Suspension of interconnection services**

6.1 Suspension is an extreme remedy that should only be used where necessary to protect life or property or where no other remedy is appropriate.

6.2 A Telecommunications Operator may request permission from the Authority to suspend an interconnection service as a remedy for an ongoing material violation of obligations under an Interconnection Agreement by initiating a dispute in accordance with ARTICLE 5.

6.3 In addition to the requirements of Section 5.9, any Telecommunications Operator seeking suspension of an interconnection service as a remedy for an ongoing material violation of an Interconnection Agreement must demonstrate to the Authority that:

(a) the Telecommunications Operator that is the subject of the suspension is in ongoing material violation of the Interconnection Agreement;

(b) the Telecommunications Operator seeking suspension provided written notice of the ongoing violation to the other Operator and not less than 30 days' opportunity to cure the violation;

(c) suspension of the interconnection service is a relevant and proportionate remedy reasonably necessary to protect the party seeking suspension in relation to the ongoing violation; and

(d) no other remedy or combination of remedies are appropriate.

6.4 The Authority may permit a Telecommunications Operator to suspend an interconnection service as a remedy for material ongoing violation of an Interconnection Agreement where:

(a) the Authority has provided both parties an opportunity to submit evidence and to be heard with respect to the dispute;

(b) the Authority finds after a hearing that the violation is ongoing and suspension is reasonably necessary to protect the suspending party;

(c) suspension only applies to the interconnection service to which the ongoing violation relates; and

(d) suspension will only continue as long as reasonably necessary to protect the suspending party from an ongoing violation.

6.5 Interconnection services may only be suspended without notice or without prior written approval of the Authority if:

(a) a breach of obligations under an Interconnection Agreement is reasonably likely to cause substantial financial damage, damage or injure any person or property or substantially interfere with the operation, provision, security, quality of service or integrity of the suspending Telecommunications Operator's telecommunications network or supply of services;

(b) a breach of security or integrity capable of injuring the suspending Telecommunications Operator's network or threatening the safety of any person(s);

(c) there is an ongoing event of Force Majeure under an Interconnection Agreement which prevents the provision of the interconnection service; or

(d) it is necessary to carry out maintenance, construction, expansion or up-keep of the telecommunications network and the suspension of interconnection services is planned and coordinated in accordance with an Interconnection Agreement.

6.6 The suspending Telecommunications Operator must notify the Authority and the effected party promptly any suspension of interconnection services under Section 6.5. The Authority may require the suspending Telecommunications Operator to restore interconnection services if the suspending Telecommunications Operator cannot demonstrate thatsuspension was justified.

**Termination of interconnection services and agreements**

6.7 An Interconnection Agreement or any interconnection service provided for in an Interconnection Agreement may only be terminated with the express prior written approval of the Authority.

6.8 The Authority will give a written consent to a Licensed Telecommunications Operator to disconnect interconnection if:

(a) the other Licensed Telecommunications Operator is the subject of an order of a competent court of Somalia to close and dissolve that Telecommunications Operator;

(b) the other Licensed Telecommunications Operator has stopped providing telecommunication service in the Federal Republic of Somalia and has confirmed that it does not intend to resume service; or

(c) the other Telecommunications Operator's license has been revoked or otherwise irrevocably terminated.

# ARTICLE 7. PENALTY

**Violations**

7.1 The Authority may fine any Licensed Telecommunication Operator that terminates the interconnection Agreement without the Authority approval or suspends an interconnection without justifiable cause an amount of **$20,000 USD** and in the case the of continues violation **$2,000 USD** each day that the interconnection continues been disconnected.

7.2 The Authority may order a Licensed Telecommunications Operator that the Authority has found pursuant to a dispute process under ARTICLE 5 to have violated these Regulations, including breaching an Interconnection Agreement, to pay compensation to any person harmed by the breach.

7.3 Imposition of a fine or order of compensation by the Authority for violation of these Regulations will not preclude:

(a) civil enforcement of violations of Federal Republic of Somalia laws;

(b) enforcement action by the Authority under the Communication Law; or

(c) civil actions brought in a court of competent jurisdiction.