



## International Roaming Agreement (1 February 2014)

Version 16.1

18 October 2012

*This is a Non-binding Permanent Reference Document of the GSMA*

---

### **Security Classification: Confidential - Full, Rapporteur, and Associate Members**

Access to and distribution of this document is restricted to the persons permitted by the security classification. This document is confidential to the Association and is subject to copyright protection. This document is to be used only for the purposes for which it has been supplied and information contained in it must not be disclosed or in any other way made available, in whole or in part, to persons other than those permitted under the security classification without the prior written approval of the Association.

### **Copyright Notice**

Copyright © 2022 GSM Association

### **Disclaimer**

The GSM Association ("Association") makes no representation, warranty or undertaking (express or implied) with respect to and does not accept any responsibility for, and hereby disclaims liability for the accuracy or completeness or timeliness of the information contained in this document. The information contained in this document may be subject to change without prior notice.

### **Antitrust Notice**

The information contained herein is in full compliance with the GSM Association's antitrust compliance policy.

---

**Kuwait Telecommunication Company (K.S.C.P)**

Having its registered address:

Olympia Building,  
Postal Code: Salmiya-22002, Kuwait  
P.O.Box: 181

(Hereinafter referred to as "**STC**")

And

**Airtel Networks Limited**  
having its registered address:  
Plot L2, 401 Close, Banana Island, Ikoyi,  
Lagos, Nigeria

(Hereinafter referred to as "**Airtel Nigeria**")

STC and Airtel Nigeria shall be collectively referred to as the "Parties" and individually as a  
"Party"

## 1 Introduction

- 1.1 The Parties have expressed their wish to make a bilateral agreement for the establishment of International Roaming services between their Public Mobile Networks whereby a Roaming Customer provided with mobile telecommunications services in one country by one of the PMN Operators can also gain access to the mobile telecommunications services of the other PMN Operator in its country.
- 1.2 This International Roaming Agreement contains the following deviations and amendments to the terms set out below:

### Article 3.2 (Replace second paragraph)

**“Ownership or control means the right or power to cast or to direct the casting of more than 50% of the votes that may be cast to elect the directors of the legal entity, or otherwise to lawfully exercise authority sufficient to manage or direct that legal entity.”**

### Article 10.1

**After the words “inform customers” insert “and except, on a need to know basis, to any of its affiliated companies, agents, employees, advisers and consultants provided such affiliated companies, agents, employees, advisers and consultants have signed an undertaking on the same terms and conditions contained herein.”**

### Article 10.3

**After the words “directors, employees, professional advisers” insert “, affiliated companies, consultants.”**

### Article 10.6

**Amend “ten (10) years” to “five (5) years.”**

- 1.3 The Annexes, including the Overview of the Annex Structure, constitute an integral part of the Agreement. In case of discrepancy between different parts of the Agreement the following order of interpretation shall be applied:

1. 1. The International Roaming Agreement
2. Annexes

- 1.4 In case of additional requirements, exceptions and/or contradictions between the Agreement and any Technical Specifications or GSM Association Permanent Reference Documents, the provisions of the Agreement shall prevail.

## 2 Starting Date

- 2.1 The actual commercial starting date for IR shall be the date as agreed by both Parties in written form after successful completion of all network and billing test procedures.

### 3 Definitions

- 3.1 For the purpose of the Agreement the following terms shall have the meanings set forth in their respective definitions, unless a different meaning is called for in the context of another provision in the Agreement:
- 3.2 An "Affiliated Company" of a Party means any other legal entity:
1. Directly or indirectly owning or controlling the Party, or
  2. Under the direct or indirect ownership or control of the same legal entity directly or indirectly owning or controlling the Party, or
  3. Directly or indirectly owned or controlled by the Party,
- For so long as such ownership or control lasts.
- "Ownership or control means the right or power to cast or to direct the casting of more than 50% of the votes that may be cast to elect the directors of the legal entity, or otherwise to lawfully exercise authority sufficient to manage or direct that legal entity."**
- 3.3 "Agreement" shall mean this International Roaming Agreement together with the Annexes.
- 3.4 "Date of the Agreement" shall mean the date as of which both Parties have signed the Agreement by their duly authorized representatives.
- 3.5 "GSM Association General Assembly" shall mean that body of the GSM Association formed by the Members and Associate Members.
- 3.6 "GSM Association Permanent Reference Documents" means a document noted as such by the EMC to the General Assembly and listed as such by Headquarters on the list of Permanent Reference Documents.
- 3.7 "HPMN (Home Public Mobile Network) Operator" shall mean a Party who is providing mobile telecommunications services to its customers in a geographic area where it holds a license or has a right to establish and operate a Public Mobile Network.
- 3.8 International Roaming or "IR" shall mean the provision of services between Public Mobile Networks in order that Roaming Customers may make use of the Services offered by the VPMN Operator.
- 3.9 "Public Mobile Network" or "PMN" shall mean a network that complies with the definition of a GSM network as set out in the Articles of Association of the GSM Association (AA.16).<sup>1</sup>
- 3.10 "PMN Operator" shall mean a Public Mobile Network Operator. "APMN Operator" (Associated Public Mobile Network Operator) shall mean a Party who is associated with a Short Message Service Centre (SMS-C), where that SMS-C is used for the transfer of an SMS, under the provisions of an SMS Interworking Addendum between that APMN and an HPMN Operator.
- 3.11 "Roaming Customer" shall mean a person or entity with a valid legal relationship for international use issued by one of the Parties and using a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber

<sup>1</sup> Please note that in AA16 GSM network refers to the family of GSM mobile communications systems and future evolutions thereof, e.g. GSM, DCS, PCS, UMTS or its equivalent.

Identity Module) for use by that person or entity of mobile telecommunications service(s) of a VPMN Operator internationally and in a geographic area outside the area served by that person's or entity's HPMN Operator.

- 3.12 "Services" shall mean the services for International Roaming as specified by each PMN Operator in AA.14 from time to time.
- 3.13 "Session" shall mean the time between PDP Context Activation until PDP Context deactivation.
- 3.14 "TAP" shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.
- 3.15 "Technical Specifications" shall mean the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project), including the ETSI technical specifications defined and adopted by 3GPP.
- 3.16 "VPMN (Visited Public Mobile Network) Operator" shall mean a Party who allows Roaming Customers of an HPMN Operator to use its Public Mobile Network(s).
- 3.17 The terms "Member", "Associate Member", "EMC" and "Headquarters" shall bear the meanings ascribed to them in the Articles of Association of the GSM Association (AA16).

## 4 Annexes

- 4.1 The Annexes are divided as set out in the Overview of the Annex Structure, in Common Annexes and in 2 sets of individual Annexes; one set for each operator.

## 5 Scope of the Agreement

- 5.1 In respect of and subject to their licenses or rights and other national binding regulations to establish and operate Public Mobile Networks, the Parties to the Agreement agree, subject to Article 5.2, to establish IR between their Public Mobile Networks in accordance with:
  - 1. Relevant Technical Specifications;
  - 2. All binding GSM Association Permanent Reference Documents, and
  - 3. Those non-binding GSM Association Permanent Reference Documents which are agreed by the Parties and specifically set out in the Annexes;including in each case all the commercial aspects, as defined in the Agreement, including the Annexes hereto.
- 5.2 Additional requirements and exceptions to the Technical Specifications and GSM Association Permanent Reference Documents, as agreed between the Parties, are detailed in the Agreement and/or Annexes to the Agreement.
- 5.3 For the avoidance of doubt, there is no obligation on either Party to use the Services for IR offered by the other Party.

## **6 Implementation of the Network and Services**

### **6.1 Services**

- 6.1.1 The Services provided by each Party are defined in Annex I.2 as may be amended from time to time.
- 6.1.2 The Services made available to individual Roaming Customers shall only be those for which the Roaming Customers have valid legal relationships in their HPMN.
- 6.1.3 A VPMN Operator providing Services to a HPMN Operator shall, under the same technical terms and conditions, offer the same Services to its other International roaming partners. The availability of Services may depend on the availability of appropriate functionality in the HPMN.
- 6.1.4 Both Parties agree that the Roaming Customers, during roaming, may experience conditions of service different from the conditions in their HPMN. However, conditions of service shall not differ substantially from those provided to the customers of the VPMN Operator.

## **7 Management of Modifications to the Services**

- 7.1 Following notice of change served by either Party to implement new Services or change existing Services in accordance with Article 18.2.1, both Parties shall discuss the impact of any such change for Roaming Customers (including Roaming Customers access to these Services) and shall agree the necessary actions to be performed, including without limitation, in relation to:
  - 1. Network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party;
  - 2. Administrative activities;
  - 3. The targeted starting date for the changed services.

## **8 Charging, Billing & Accounting**

### **8.1 Charging and tariffs**

- 8.1.1 Both Parties agree that when a Roaming Customer uses the Services of the VPMN Operator, the Roaming Customer's HPMN Operator shall be responsible for payment of charges for the Services so used in accordance with the tariff of the VPMN Operator stated in Annex I.3.1.
- 8.1.2 However, the HPMN Operator shall not be liable for the payment of charges for chargeable Services provided by the VPMN Operator without Subscriber Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that the HPMN Operator actually recovers all charges due in relation to the Roaming Customer. In the case of re-authentication malfunction, procedures are further detailed in Annex I.5.2.

### **8.2 Implementation of TAP**

The Parties shall implement TAP according to the GSM Association Permanent Reference Documents and the provisions set out in the Annex C.3.1.



### 8.3 Billing and Accounting

The Parties shall implement billing and accounting according to the GSM Association Permanent Reference Documents and the provisions set out in Annex C.3.2.

## 9 Customer Care

The responsibilities of each Party concerning Customer Care are described in Annex C.4.

## 10 Confidentiality

10.1 The Parties agree that all aspects of the contents of the Agreement shall be treated as confidential and that no information in respect to the content of the Agreement shall be disclosed without the prior written consent of both of the Parties except as necessary to implement the Agreement and inform customers **"and except, on a need to know basis, to any of its affiliated companies, agents, employees, advisers and consultants provided such affiliated companies, agents, employees, advisers and consultants have signed an undertaking on the same terms and conditions contained herein."**

10.2 The Parties hereby agree to treat all information exchanged between them (hereinafter referred to as "Information") as confidential and agree not to disclose such Information in any manner whatsoever, in whole or in part except as provided in this Article 10. The other Party shall not use any Information other than in connection with the discussions between them and any transactions resulting there from, or for the borrowing of funds or obtaining of insurance, in which case the lenders or insurance companies are obliged to undersign a confidentiality undertaking which has the equivalent content as this Article 10 before receiving the Information. Each Party shall be liable in accordance with Article 13 towards the other Party in respect of any unauthorized disclosure of Information made by the lender or by the insurance company to whom it has disclosed Information.

10.3 Notwithstanding the liability provisions in Article 13 of this Agreement, the Parties will disclose Information only to their directors, employees, professional advisers **" , affiliated companies, consultants."** and agents who need to know such Information for the purposes of providing roaming services and any transaction resulting there from, or for the borrowing of funds or obtaining of insurance and who are informed of the confidential nature of such Information. Each Party shall be liable under this Agreement to the other Party in respect of any proven damage or loss to the other Party caused by its unauthorised use or disclosure of such information only up to the sum of five hundred thousand (500,000) SDR.

10.4 Notwithstanding Article 10.1 above, information and the contents of this Agreement may be transmitted to Governmental, judicial or regulatory authorities, as may be required by any Governmental, judicial or regulatory authority.

10.5 For the purposes of the Agreement, Information and the contents of this Agreement shall not be considered to be confidential if such Information is:

1. In or passed into the public domain other than by breach of this Article; or



2. Known to a receiving Party prior to the disclosure by a disclosing Party; or
  3. Disclosed to a receiving Party without restriction by a third party having the full right to disclose; or
  4. Independently developed by a receiving Party to whom no disclosure of confidential Information relevant to such Information has been made.
- 10.6 Article 10 shall survive the termination of the Agreement for a period of **"five (5) years."** but shall not in any way limit or restrict a disclosing Party's use of its own confidential Information.

## 11 Data Privacy

- 11.1 Each Party's obligations hereunder to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by the regulations and laws of its own country applicable to IR and/or data protection.
- 11.2 Each Party shall inform its customers that during roaming, the storage, treatment and transfer of their personal data may be subject to regulation different from the regulation in their own country.
- 11.3 The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries. Further Details of Data Privacy aspects are given in Annexes C.6 and I.6.

## 12 Fraud Prevention

The Parties shall comply with the procedures and provisions concerning fraudulent or unauthorised use by Roaming Customers set out in the GSM Association Permanent Reference Documents and in Annex C.7.

## 13 Liability of the Parties

- 13.1 Neither Party shall be liable to the other Party under or in connection with the Agreement except:
  1. In respect of charges to be paid to the VPMN Operator pursuant to Article 8;
  2. To the extent of its negligence where such negligence results in proven damage or loss to the other Party, in which event the liability of the negligent Party shall be limited to and shall in no event exceed two hundred and fifty thousand (250,000) SDR in respect of any one incident or series of incidents arising from the same cause;
  3. In respect of charges arising from non-compliance with binding GSM Association Permanent Reference Documents pursuant to Article 12.
- 13.2 Furthermore, in no event shall either Party be liable for any consequential damage or loss of whatsoever nature, including but not limited to, loss of profit or loss of business.
- 13.3 In no event shall any employee of either Party or of an Affiliated Company be liable to the other Party for any act of negligence or intent under or in connection with the Agreement. Save for the limitations in Article 13.1 and 13.2 nothing in the foregoing shall in any way restrict the liability of either Party for the actions of its employees.
- 13.4 Limitation of liability as described in this Article shall not apply if damage or loss is caused by a Party's wilful misconduct (including fraud) or gross negligence.



## 14 Suspension of Services

- 14.1 Suspension of Services to individual Roaming Customers or all Roaming Customers. Notwithstanding anything in the Agreement to the contrary, the VPMN Operator may without liability suspend or terminate all or any of its Services to Roaming Customer(s) in circumstances where it would suspend or terminate those Services to its own customers, including but not limited to:

1. Customers using equipment which is defective or illegal; or
2. Customers causing any technical or other problems on the VPMN Operator's Public Mobile Network; or
3. Suspected fraudulent or unauthorised use; or
4. Authentication of the legal relationship not being possible; or
5. Maintenance or enhancement of its Public Mobile Network.

- 14.2 Suspension of Services to all Roaming Customers by VPMN Operator

In case of a proposed suspension of Services to all Roaming Customers, the VPMN Operator shall use its best efforts to give four (4) weeks written notice to the other Party prior to the suspension taking effect. If the suspension continues for more than six (6) months, the other Party shall have the right to terminate the Agreement with immediate effect by written notice.

- 14.3 Suspension of Services for technical reasons to all Roaming Customers by HPMN Operator.

Notwithstanding the provisions of Article 5.3, the HPMN Operator has the right at any time, for technical reasons, without liability but giving reasoned written notice to the VPMN Operator, to suspend access to the VPMN Services for its own customers roaming in the VPMN Operator's network. Alternatively, if it is technically more practicable the HPMN Operator may require that the VPMN Operator takes actions to suspend all of its Services to Roaming Customers of the HPMN Operator. The VPMN Operator shall use its best efforts to comply with such requirement within seven (7) calendar days after receipt of the notice.

The suspension shall be removed as soon as the technical reason for the suspension has been overcome by the VPMN Operator to the satisfaction of the HPMN Operator.

## 15 Force Majeure

- 15.1 Non-performance of either Party's obligations pursuant to the Agreement or delay in performing same shall not constitute a breach of the Agreement if, and for as long as, it is due to a force majeure event, including, but not being limited to, governmental action, or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other unforeseeable obstacles that a Party is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to a Party pursuant to any of the aforementioned reasons. The Party prevented from fulfilling its obligations shall on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible. If the force majeure event continues for more than six (6) months, either Party shall have the right to terminate the Agreement with immediate effect by written notice.

- 15.2 If the affected Party fails to inform the other Party of the occurrence of a force majeure event as set forth in Article 15.1 above, then such Party thereafter shall not be entitled to refer such events to force majeure as a reason for non-fulfilment. This obligation does not apply if the force majeure event is known by both Parties or the affected Party is unable to inform the other Party due to the force majeure event.

## 16 Duration of the Agreement

The Agreement comes into force on the Date of the Agreement and subject to the conditions of Articles 14.2, 15.1 and 17 shall remain in force unless terminated by one of the Parties in writing subject to a period of notice of six (6) months.

## 17 Termination of the Agreement

- 17.1 In addition to the conditions of Articles 14.2, 15.1 and 16 the Agreement may be terminated as follows:

1. By mutual agreement of the Parties; or
2. By one of the Parties, with immediate effect, when the other Party is in material breach of the Agreement and does not or is not capable of remedying such breach within sixty (60) days of receipt of a written notice to such effect; or
3. By one of the Parties, with immediate effect, if the other Party becomes bankrupt or insolvent or if that other Party enters into any composition or arrangement with its creditors and that other Party is not able to ensure performance of its obligations under the Agreement by a guarantee from a first class bank, payable on first written demand; or
4. By written notice of either Party to the other in the event that IR becomes technically or commercially impracticable on either Party's Public Mobile Network and the provisions set out in Article 14 are not sufficient to solve the problem or if an unacceptable level of unauthorized use occurs and the other Party is not capable of remedying such unauthorized use within sixty (60) days of receipt of a written notice to such effect; or
5. Subject to Article 19.1 immediately in the event a final order by the relevant governmental authority revoking or denying renewal of the license(s) or permission to operate a Public Mobile Network(s) granted to either Party, or any other license necessary to operate the Service(s), takes effect.

- 17.2 In the event of termination on the grounds of a breach of the Agreement under the provisions of 17.1 (2), the Party in breach shall, notwithstanding Article 13.1 (2), be liable to the other Party (in addition to charges properly due and payable to the VPMN Operator) for proven direct damage or loss (excluding indirect or consequential damage or loss) arising as a consequence of such breach up to a maximum aggregate liability of two hundred and fifty thousand (250,000) SDR, provided, however, that such limitation of liability shall not apply if a damage or loss is caused by a Party's wilful misconduct or gross negligence.

## 18 Changes to the Agreement, Annexes and Addenda

- 18.1 Any amendments and/or additions to the Agreement and/or Annexes and/or Addenda shall be valid only if made in writing and signed by duly authorized representatives of both Parties hereto.



18.2 Notwithstanding Article 18.1, each Party shall be entitled to:

18.2.1 Implement new Services or change existing Services as it sees fit subject to the successful completion of all network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party. Each Party shall give the other at least 30 days' prior written notice of any implementation of Services for the first time. Each Party also agrees to use its best efforts to give the other Party at least 30 days' prior written notice of any other proposed implementation of new Services or change of existing Services which is a major change which has an impact on IR;

And/or

18.2.2 Terminate all or any existing Services offered by or to a roaming partner as it sees fit. Each Party agrees to use its best efforts to give the other Party at least 60 days' prior written notice of any termination of existing Services which is a major change which has an impact on IR;

And/or

18.2.3 Vary its tariff ("IOT") stated in the Annex I.3.1 or subsequent variation thereof. In the case of scheduled changes (as described in BA.29) a Party shall give 60 days' written notice of any variation to its tariff and the new change shall take effect on the first day of the month following the expiration of the 60 day notice period. In the case of unscheduled changes (as described in BA.29) a Party shall use all reasonable endeavours to give adequate notice of such changes and the new change shall take effect on the first day following the expiration of the notice period given. Any variation in the tariff shall be deemed to be incorporated into the Agreement. Any challenges to changes to the IOT shall be made in accordance with Article 21.2;

18.3 The references to Technical Specifications and binding GSM Association Permanent Reference Documents in Article 5.1(1) and (2) shall be deemed to include references to these documents as amended by GSM Association from time to time. However the reference to non-binding GSM Association Permanent Reference Documents in Article 5.1(3) shall not be deemed to include a reference to such non-binding documents as amended by GSM Association from time to time unless and to the extent that this is expressly agreed by the Parties and detailed in the Agreement, including the Annexes. This Article 18.3 shall be subject to Article 5.2.

18.4 It is also recognised by the Parties that it may be appropriate to seek changes to the Agreement in the light of experience and development in the GSM Association and the establishment of IR between the Parties. Accordingly, the Parties shall enter into good faith discussions with a view to agreeing mutually acceptable modifications to the Agreement.

## 19 Miscellaneous

### 19.1 Successors and Assigns

The Agreement and the rights and obligations specified herein shall be binding upon the Parties hereto and their respective legal successors and neither Party shall sell, transfer or assign the Agreement or any part, interest, right or obligation hereunder, except that a Party shall have the right to transfer or assign the Agreement in whole (but not in part) to an Affiliated Company who



is also a Member of the GSM Association or to an assignee of its license or right to operate a Public Mobile Network(s) provided that such assignee expressly assumes, by written instrument approved by the Parties, all of the obligations of such Party hereunder and thereby becomes a Party hereunder, it being understood that such assignment shall not release the assigning Party of its obligations under Article 10 of this Agreement. No person other than a Party to the Agreement shall acquire any rights hereunder as a third-party beneficiary or otherwise by virtue of the Agreement.

#### 19.2 Headings

The headings of the Agreement are for the convenience of reference only and shall in no way limit or affect the meaning or interpretation of the provisions of the Agreement.

#### 19.3 No waiver

Failure by any Party at any time or times to require performance of any provisions of the Agreement shall in no manner affect its rights to enforce the same, and the waiver by any Party of any breach of any provisions of the Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.

#### 19.4 Provisions severable

If any part of the Agreement or any Annex hereto is held to be invalid or unenforceable, such determination shall not invalidate any other provision of the Agreement or Annexes hereto; and the Parties shall attempt, through negotiations in good faith, to replace any part of the Agreement or Annexes hereto so held to be invalid or unenforceable. The failure of the Parties to agree on such replacement shall not affect the validity of the remaining parts of the Agreement.

#### 19.5 All notices, information and communications required under the Agreement shall be given as described in Annex C1: Agreement Management Principles.

#### 19.6 Compliance with Laws and Regulatory requirements

The commitment of the Parties hereto shall be subject to all applicable laws and/or regulatory requirements, present and future, of any governmental or regulatory authority having jurisdiction over the Parties hereto, as well as any valid order of a court of competent jurisdiction.

#### 19.7 Anti-bribery compliance

The Parties hereby acknowledge the importance of combating and preventing bribery and to that end both Parties agree to comply fully with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption.

## 20 Choice of Law

The Agreement and any matters relating hereto shall be governed by and construed in accordance with Swiss law.

## 21 Dispute Resolution & Arbitration

- 21.1 The Parties agree to seek to resolve any dispute arising out of the Agreement in accordance with the following escalation procedures before commencing the arbitration procedures described below.

The Contact Persons of both Parties shall work in good faith to try to resolve the dispute within thirty days from the date that a Party first gives notice that a dispute has occurred.

If the Contact Persons fail to reach an agreement on the dispute within thirty days, the dispute shall be referred to more senior persons within the respective companies who shall try to resolve the dispute within a further thirty-day period. If no resolution is found each Party is entitled to commence the arbitration proceedings described below.

All disputes in connection with the Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said Rules. However disputes with respect to a change of the Inter Operator Tariff ("IOT") charged by either Party shall be governed by the procedure set out in Article 21.2.

- 21.2 Where there is a challenge by one Party (the "Challenging Party") to a scheduled or an unscheduled change by the other Party of its IOT the following procedure shall apply;

The Challenging Party shall receive notice of a change of the IOT in accordance with the procedure outlined in Annex C.1 (AA.13). Within 14 days from the date of the notice given in accordance with the procedure in Annex C.1 the Challenging Party shall notify the other Party by email or fax and registered mail that it intends to lodge a challenge to the change of the IOT and shall provide a reason to justify the challenge.

The Contact Persons of both Parties shall then have up until and including day 35 to try and resolve the dispute. If after day 35 no resolution is found the matter will be escalated to a more senior person in each organisation. Such person will then have a further 21 days to try and reach a settlement, that is up to and including day 56.

If after the expiration of day 56 the parties are still in dispute then the Challenging Party must decide if it wishes to launch arbitration proceedings. The Challenging Party must inform the other Party in writing that it intends to initiate arbitration proceedings and must commence formal procedures with the International Chamber of Commerce in Geneva before the expiration of day 60.

Thereafter the dispute in connection with the change of the IOT shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said Rules.

Both Parties agree that the decision of the arbitrator shall not be treated as confidential by either Party.

- 21.3 The place of arbitration shall be Geneva, Switzerland and the proceedings shall be conducted in the English language.
- 21.4 The award shall be final and binding and the Parties hereby waive all means of recourse to the courts of any country except for the purpose of enforcement procedures.

## 22 Signatures

Place **Kuwait**Place: **Lagos, Nigeria**Date 03/08/2022

Date .....

*Acting*For **STC****Mohammed Alnusif****CEO Solutions by stc**.....  
For **Airtel Nigeria****Surendran Chemmenkotil****Chief Executive Officer**

As witness:

1. ....

Shola Adeyemi

Director, Legal &amp; Regulatory Affairs

2. ....

S. Krishna Menon

Chief Finance Officer

3. ....

Thomas Onayemi

Head, Roaming and International.

## 23 Overview of the Annex Structure

### 23.1 Common Annexes

ANNEX C.1	Agreement Management Principles
ANNEX C.2	Services
ANNEX C.3	Billing and Accounting
ANNEX C.3.1	Information on Billing Data
ANNEX C.3.2	Settlement Procedure
ANNEX C.4	Customer Care Principles
ANNEX C.5	Technical Aspects
ANNEX C.5.1	Testing
ANNEX C.5.2	Security
ANNEX C.5.3	Information on Signalling Interconnection and / or IP Connectivity
ANNEX C.6	Data Privacy, General Principles
ANNEX C.7	Fraud Prevention Procedures
ANNEX C.8	Access to IP Capabilities
ANNEX C.9	Optional Annex
ANNEX C.10	Optional Annex
ANNEX C.11	Network Extensions
ANNEX C.12	Roaming Service Level Agreement



**23.2 Individual Annexes**

<b>OPERATOR A</b>		<b>OPERATOR B</b>	
<b>Annex I Section no:</b>	<b>Annex name</b>	<b>Annex I Section no:</b>	<b>Annex name</b>
<b>0</b>	<b>REVISION SHEET</b>	<b>0</b>	<b>REVISION SHEET</b>
<b>1</b>	<b>AGREEMENT MANAGEMENT PRINCIPLES</b>	<b>1</b>	<b>AGREEMENT MANAGEMENT PRINCIPLES</b>
1.1	Contact Points for Agreement Management	1.1	Contact Points for Agreement Management
1.2	International Roaming Contact List	1.2	International Roaming Contact List
2.1	Services Supported	2.1	Services Supported
2.2	Services Requested	2.2	Services Requested
3.1	International Roaming Inter Operator Tariffs	3.1	International Roaming Inter Operator Tariffs
3.1.1	IOT for Circuit Switched Traffic <IOT Name>	3.1.1	IOT for Circuit Switched Traffic <IOT Name>
3.1.2	IOT for GPRS, WLAN and/or 3GSM PS Traffic	3.1.2	IOT for GPRS, WLAN and/or 3GSM PS Traffic
3.1.3	IOT for Reciprocating Charging	3.1.3	IOT for Reciprocating Charging
3.2	Mailing list for TAP and Bulk SMS Data Transfer	3.2	Mailing list for TAP and Bulk SMS Data Transfer
3.3	Mailing list for Inter PMN Operator Invoices	3.3	Mailing list for Inter PMN Operator Invoices
3.4	Application of Taxes	3.4	Application of Taxes
3.5	Payment Information	3.5	Payment Information
4.1	Inter Operator Customer Care Contact	4.1	Inter Operator Customer Care Contact
4.2	Customer Services Numbers	4.2	Customer Services Numbers
4.3	Customer Care Contact Numbers	4.3	Customer Care Contact Numbers
4.4	General Customer Care Information	4.4	General Customer Care Information
5.1	Contact Points for Handling Test SIM and/or USIM Cards	5.1	Contact Points for Handling Test SIM and/or USIM Cards
5.2	Security	5.2	Security

6.1	National Requirements Impacting Customers	6.1	National Requirements Impacting Customers
7.1	Information on Fraud Prevention Procedures	7.1	Information on Fraud Prevention Procedures
8.1	Billing & Transfer Information	8.1	Billing & Transfer Information
9.1	Billing Identifier (BID) Information	9.1	Billing Identifier (BID) Information

## Annex A Document Management

### A.1 Document History

Version	Date	Brief Description of Change	Approval Authority	Editor / Company
3.0.0	December 1993	Approved		
3.1.0	April 1994	Approved		
3.2.0	July 1994	Approved		
3.3.0	September 1997	Approved		
3.4.0	April 1998	Approved by MoU 39		
3.5.0	August 1998	Approved by written change request procedure		
3.6.0	April 2000	Approved by MoU 43		
3.7.0	October 2000	Approved by MoU 44		
3.8.0	November 2001	Approved by EC		
3.9.0	July 2002	Approved by EC		
3.10.0	October 2002	SCR 11 – BARG Doc 175/02 to update the Individual Annex Structure in AA12 following a number of changes to the Individual Annex Structure of AA14.		
3.10.0	October 2002	SCR 11 – BARG Doc 175/02 to update the Individual Annex Structure in AA12 following a number of changes to the Individual Annex Structure of AA14.		
3.11.0	November 2002	SCR 10 – BARG Doc172/02 rev 1 to update the Individual Annex Structure in AA12 following the introduction of Annex I.5.3 in AA 14.		
3.12.0	August 2003	SCR 12 – BARG Doc 107/03 to introduce a new sub article 3.8 to Article 3, giving the definition of an APMN Operator.		
3.13.0	September 2003	SCR 013 BARG Doc 114/03Rev 2 Move to Technology Neutral Agreement		
3.14.0	October 2003	SCR 015 BARG Doc 118/03 Rev 3, inclusion of sub-article 5.4, regarding the obligation to use IR services by both parties in agreement. SCR 016 BARG Doc 119/03 Rev 1, clarification on the Suspension of Services. NSCR 018 BARG 234/03, editorial corrections.		

3.14.1	May 2004	CR 020 BARG 64_016 regarding the change to liability amount & currency from USD to SDRs in sections 10.3 and 13.1.		
14.2	October 2004	NSCR 021 BARG 64_031, Reference to testing Procedures in GSMA. NSCR 022 BARG 64_059, Update of Services Definition. NSCR 023 BARG 64_078 Rev 1, clarification to section 10.3	BARG 64	Anthony Pizzuto Vodafone
14.3	May 2005	mCR 024 BARG 65_058 Rev 1, Clarification of clauses 10.3, 10.4, 14.3, 21.4.	BARG 65	Anthony Pizzuto Vodafone
14.4	May 2006	mCR 025 BARG 67_024 Rev 1, Update in the Individual Annexes Sheet in the Annex Structure of AA 12 to reflect the changes effected in the Revision Sheet of the AA 14. mCR 026 BARG 67_032 Editorial correction to Article 18	BARG 67	Anthony Pizzuto Vodafone
14.5	November 2006	mCR 027 BARG 68_014 to update the Individual Annexes of AA.12, Annexes in I.8, to bring it in line with AA.14. mCR 026 BARG 68_025 giving the definition of acronyms such as HPMN & VPMN which were not defined. mCR 028 BARG 68_055 removing references to particular services in AA.12 since services definitions were also removed in AA.14	BARG 68	Anthony Pizzuto Vodafone
14.6	May 2007	mCR 030 BARG 69_047 update to the Annex Structure (Inclusion of Annex section 9 BID Annexes only. Inclusion of Annex 3.5 not included as corresponding change request to AA.14 was rejected – Reference CR 069 BARG 69_048) mCR 031 BARG 69_037 deletion of clause 5.3 as this point is now outdated.	BARG 69	Anthony Pizzuto Vodafone
14.7	October 2007	Editorial correction to the Annex Structure due to changes in the Services Section, I.2 in AA.14, BARG 70_023, introduction of payment information in Annex I.3.5 in AA.14, BARG 70_025 Rev 1 and changes to Annex I.6 in AA.14, BARG 70_026.	BARG 70	Anthony Pizzuto Vodafone
14.8	April 2008	mCR 033 BARG 71_016 inclusion of new wording to address concerns of Operators requesting National Regulatory Requirements be adhered to. mCR 034 BARG 71_031 on clarification on service starting dates.	BARG 71	Anthony Pizzuto Vodafone
14.6	May 2007	mCR 030 BARG 69_047 update to the Annex Structure (Inclusion of Annex section 9 BID Annexes only. Inclusion of Annex 3.5 not included as corresponding change request to	BARG 69	Anthony Pizzuto Vodafone

		AA.14 was rejected – Reference CR 069 BARG 69_048) mCR 031 BARG 69_037 deletion of clause 5.3 as this point is now outdated.		
14.7	October 2007	Editorial correction to the Annex Structure due to changes in the Services Section, I.2 in AA.14, BARG 70_023, introduction of payment information in Annex I.3.5 in AA.14, BARG 70_025 Rev 1 and changes to Annex I.6 in AA.14, BARG 70_026.	BARG 70	Anthony Pizzuto Vodafone
14.8	April 2008	mCR 033 BARG 71_016 inclusion of new wording to address concerns of Operators requesting National Regulatory Requirements be adhered to. mCR 034 BARG 71_031 on clarification on service starting dates.	BARG 71	Anthony Pizzuto Vodafone
14.9	November 2008	mCR 035 BARG 72_005 to replace "Roaming Subscriber" with "Roaming Customer" and "subscription" with "legal relationship". (Note: although not in the original change request the word "Subscriber" or "Subscribers" was changed to "Customer" and "Customers" respectively. mCR 036 BARG 72_072 Rev 1 to update the Annexes Overview as per changes to the AA14.	BARG 72	Anthony Pizzuto Vodafone
14.10	29 April 2010	mCR 037 BARG 75_036 to update the Annex Structure.	BARG 75 & EMC #82	Anthony Pizzuto (VRS)
14.11	28 April 2011	mCR 038 NRTRDE Liability (BARG Doc 77_040)	BARG #77 & EMC	Anthony Pizzuto (VRS)
14.12	3 August 2011	Editorial update to correct reference to AA.16 in Section 3.9	N/A	Anthony Pizzuto (VRS)
14.3	28 November 2011	mCR 039 to AA.12 (BARG Doc 78_029) Article 21 Dispute Resolution	BARG #78 & EMC #98	Anthony Pizzuto (VRS)
16.0	10 May 2012	MCR 040 to AA.12 (BARG Doc 79_022) Inclusion of the Anti-Bribery Clauses	BARG #79 & EMC	Anthony Pizzuto (VRS)
16.1	30 July 2012	Editorial amendment to clause 17.1	Editorial	Anthony Pizzuto (VRS)

## A.2 Other Information

Type	Description
Document Owner	BARG
Editor / Company	Anthony Pizzuto (VRS)

It is our intention to provide a quality product for your use. If you find any errors or omissions, please contact us with your comments. You may notify us at [prd@gsm.org](mailto:prd@gsm.org)

Your comments or suggestions & questions are always welcome.