

**MOBILE NUMBER PORTABILITY LICENCE**

**LICENCE NO: MNP/001/12**

**GRANTED BY**

**NIGERIAN COMMUNICATIONS COMMISSION**

**TO**

**INTERCONNECT CLEARINGHOUSE NIGERIA LIMITED**

**UNDER SECTION 32 OF THE NIGERIAN COMMUNICATIONS ACT 2003**

## **TABLE OF CONTENTS**

### **THE LICENCE**

### **DEFINITIONS AND INTERPRETATIONS**

### **S/N      CONDITIONS**

### **PAGE**

### **SCHEDULE 1 – GENERAL CONDITIONS**

1.	Compliance with the Act, WTA and Regulations.	12
2.	Notices	13
3.	Emergency Situations	14
4.	Tariffs	15
5.	Arbitration and Dispute Resolution	17
6.	Code of Conduct for MNP Service Provider	18
7.	Code of Practice on Confidentiality of Customer Information	20
8.	Prohibition of Undue Preference and Undue Discrimination	21
9.	Prohibition of Cross-subsidy	22
10.	Requirement to Provide Information to the Commission	23
11.	Separate Accounts for all Activities	25
12.	Members of Licensee’s Group Associates and Technical Partner	28
13.	Pre-Notification of Change in Shareholding	30
14.	Approval of Joint Ventures	32
15.	Interconnection/ Interworking Arrangements with Operators	33
16.	Transfer of Licence rights and obligations	36
17.	Payment of Fees	37
18.	Suspension and Revocation	38
19.	Power to appoint MNP Administrator	41
20.	Amendment of the Licence	42

21.	Expiration and renewal of Licence	43
22.	Exceptions and Limitations on Obligations in Schedule 1	44
<b>SCHEDULE 2 – COMMERCIAL AND OPERATING CONDITIONS</b>		
23.	Installation and Roll Out Obligations	45
24.	Ownership of the Licensee Company	47
25.	Scope of the Licence	48
26.	Provision of Licensed Services	50
27.	Delivery of Licensed Services	52
28.	Ancillary Services	53
29.	Maintenance	54
30.	Availability	55
<b>SCHEDULE 3 – TECHNICAL AND REGULATORY CONDITIONS</b>		
31.	Technical and Regulatory Requirements	56
32.	Quality of Service	57
<b>SCHEDULE 4 – SECURITY CONDITIONS</b>		
33.	Commission’s right to inspect	58
34.	Location of MNP Systems	59
35.	Confidentiality of Information	60
36.	Prohibition of certain activities by the Licensee	62
37.	Security Provisions	64
<b>SCHEDULE 5 – OTHER SPECIFIC CONDITIONS</b>		
38.	Service Agreement	67
39.	Licensee and its Technical Partner	69
40.	Limitation of Liabilities	70



**LICENCE NO: MNP/01/12 GRANTED TO**  
**INTERCONNECT CLEARINGHOUSE NIGERIA LIMITED**  
**TO SET-UP, ESTABLISH, OPERATE AND MANAGE THE MOBILE NUMBER**  
**PORTABILITY ADMINISTRATION SERVICE IN NIGERIA**  
**UNDER SECTION 32 OF THE NIGERIAN COMMUNICATIONS ACT, 2003**

**THE LICENCE**

- 1 The Nigerian Communications Commission (hereinafter referred to as “the Commission) being a corporate body established by Section 3 of the Nigerian Communications Act, 2003 (hereinafter referred to as “the Act”) and in exercise of the powers conferred on it by Section 32 of the Act hereby grants to **Interconnect Clearinghouse Nigeria Limited** (hereinafter referred to as “the Licensee”) a Licence for the period specified in paragraph 2 subject to the conditions set out in Schedules 1 to 5 hereof to set-up, establish, operate and manage the Mobile Number Portability Administration Service within Nigeria.
- 2 The Licence is granted to Interconnect Clearinghouse Nigeria Limited as the Licensee with Porting Access BV of Netherlands as the Licensee’s Technical Partner. For the avoidance of doubt, the Licensee and the Technical Partner shall have joint responsibility and liability under this Licence in the terms of the Conditions hereof including but not limited to Conditions 23 and 26
- 3 This Licence shall take effect from 01 October, 2012 and subject to Conditions attached hereto shall have a tenure of five (5) years subject to revocation at any time upon the Commission giving six (6) months written notice of revocation to the Licensee of such revocation.
- 4 This Licence may be renewed by the NCC subject to the provisions of paragraph 5 hereof and Condition 20 of Schedule 1 to this Licensee. The Licence shall not be renewed unless the Licensee has given a written notice to the Commission of its intention to renew the Licence, at least six (6) months before the expiration of the tenure indicated in paragraph 3, and upon complying with the provisions of Paragraph 5 below.
- 5 The renewal of the Licence in the manner provided in paragraph 4 hereof shall be subject to:

- a) the Licensee giving to the Commission the requisite notice of intention to renew the Licence as specified in paragraph 4 hereof and the approval of the proposed renewal by the Commission ; and
  - b) the fulfillment of all the terms, conditions and provisions of the Licence, the Act, MNP Regulations and the Business Rules.
- 6 This Licence shall be governed by the provisions of the Nigerian Communications Act, 2003 and the Wireless Telegraphy Act as may be amended from time to time.

---

**DR. AMINU MAIDA**  
**EXECUTIVE VICE CHAIRMAN/CEO**

## **DEFINITIONS AND INTERPRETATIONS**

Any word or expression set out hereinafter shall have the same meaning as it has in Nigeria Communications Act, 2003 (The Act) unless the context requires otherwise as given below:

- “The Act”** The Nigerian Communications Act, 2003 , or any subsequent Act made by the National Assembly, and any subsidiary legislation thereto;
- “Auditor”** Means the Licensee’s auditor for the time being appointed for the purpose and in accordance with the provisions of the Companies and Allied Matters Act, Cap C20, Laws of the Federation of Nigeria, 2004.
- “Business Rules”** Means the rules set out to manage the processes for porting mobile number(s) (MSISDN) between mobile operators, licensed by the Nigerian Communications Commission (NCC) to provide mobile service in the country.
- “CAMA”** Means the Companies and Allied Matters Act, Cap C20, Laws of the Federation of Nigeria, 2004.
- “Code of Conduct”** Code of Conduct is defined as the document which outlines the manner in which the Licensee will engage with its Customers to ensure the MNP services are provided in an efficient, secure & stable manner.
- “Country”** Means the Federal Republic of Nigeria.
- “Customer”** Means the persons or entities to whom the MNP Service Provider renders its services to including but not limited to Telecommunications Operators and other such third partner prescribed by the NCC.

<b>“Disaster Recovery”</b>	Means the approach the Licensee will take in the case that its normal MNP Administration Service infrastructure is damaged to an extent that it would not be possible to re-start operations to provide service within a time period that was acceptable to the NCC.
<b>“Donor Operator”</b>	Means the Operator that was providing service for the Subscriber’s number before porting.
<b>“Effective Date”</b>	The date on which the Licence enters into force.
<b>“Emergency”</b>	Means an emergency of any kind, including any circumstances whatsoever resulting from major accidents, natural disasters and incidents involving toxic or radioactive materials.
<b>“Emergency Services”</b>	In respect of any locality means the relevant public, police, fire and ambulance services for that locality.
<b>“Enforcement Regulations”</b>	The Nigerian Communications (Enforcement Processes, etc) Regulations, 2005 or any subsequent enforcement regulations made by the Commission pursuant to the Act.
<b>“Government”</b>	The Government of the Federal Republic of Nigeria.
<b>“ISO”</b>	Means International Organisation for Standardization.
<b>“Interconnection Regulations”</b>	Means the Telecommunications Network Interconnection Regulations 2007 made pursuant to the Act.
<b>“ITU-T”</b>	The Standardisation Bureau of the International Telecommunications Union.
<b>“Licensed Services”</b>	Means the specified telecommunications services to be offered by the Licensee pursuant to the grant of this Licence.
<b>“Licensee”</b>	Means Interconnect Clearinghouse Nigeria Limited, as the MNP service provider and administrator and where the context so admits, its Technical Partner for the purposes of

	establishing, implementing and administering the MNP System in Nigeria.
<b>“Licensee Gross Revenue”</b>	All revenues realised by the Licensee during a year resulting from the Licensed Services including all revenues from the supply of any Licensed Services, or payments receivable by the Licensee from other Licensed Operators or Service Providers.
<b>“Mobile Operator” Or “Operator”</b>	Means any person granted a licence by the Commission to provide mobile telecommunications service in Nigeria.
<b>“MNP”</b>	Mobile Number Portability.
<b>“MNP Clearinghouse” or “NPC”</b>	Means the centralized clearinghouse established to implement number portability in Nigeria.
<b>“MNP Regulations”</b>	Means the Mobile Number Portability Regulations made and published by the Commission.
<b>“MNP Systems”</b>	Means all the necessary equipment/sub-systems engineered to provide Licensed Services in accordance with operational/technical and quality requirements and other terms and conditions of this Licence.
<b>“NCC” or “the Commission”</b>	Means the Nigerian Communications Commission.
<b>“NCC Consultation Document”</b>	Means the consultation document dated 2nd February 2009 which outlines the mobile number portability (MNP) framework for Nigeria.
<b>“Number Portability Database”</b>	Means the database maintained by the Licensee in electronic form, holding the details of all ported numbers, along with complete history of all transactions relating to the porting of such numbers.
<b>“Quality of Service”</b>	Means the quality of service as evaluated on the basis of observable measures on the grade of service rendered.

- “Recipient Operator”** Means the operator that will provide mobile telecommunication service to the subscriber after porting.
- “Reference Database”** Means the database of information containing a record of (at least) all Nigeria’s ported numbers and owning mobile service providers which information shall be used by individual mobile operators to route calls to recipient mobile operators.
- “Subscriber”** Means a real or legal person having acquired mobile telecommunications service through a subscription medium.
- “Regulations”** Means Regulations enacted by the Commission or any other competent authority under the Act and/or WTA and such further Regulations relating to the offer of telecommunications services as the Commission may adopt from time to time.
- “RFQ”** Means the Request for Proposal issued by the NCC in June 2010 for a bid to select the MNP Service Provider for the implementation of an MNP System in Nigeria. The RFQ outlines the requirements of the MNP administration system, which will be used by Telecommunications Operators in Nigeria to enable the process of porting of numbers between the Mobile Operators.
- “Technical Partner”** Means reference to Porting Access BV which is the technical partner of the Licensee for the establishment, implementation and administration of the MNP system in Nigeria.
- “Telecommunications Operator(s)”** Means any entity licensed by the Commission to carry out telecommunications operations in Nigeria.

1. The Interpretation Act Cap I23 Laws of the Federation of Nigeria, 2004 shall apply for the purpose of interpreting these Conditions.

2. Any word or expression used in these Conditions shall unless the content otherwise requires have the same meaning as it has in the Act.
3. For the purpose of interpreting these Conditions, headings and titles to any Condition shall be disregarded.
4. Any reference in any Condition, however expressed, to the Commission notifying the Licensee of any matter, consulting the Licensee about any matter, affording the Licensee an opportunity to make representation, taking representations made by the Licensee into account, or explaining, or giving reasons for, any matter to the Licensee, shall be without prejudice to any obligation of due process or similar obligation which the Commission is or may be pursuant to the Act.
5. This Licence and the legal relations between the Licensee and the Commission and any claim instituted by the Licensee or the Commission with respect to matters arising under or in connection with or in respect of this Licence shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria.
6. If any provision in or obligation under this Licence is considered invalid, illegal or unenforceable by a Court of competent jurisdiction, such judicial decision must, as regards such invalidity, be strictly interpreted and shall not affect or impair the validity, legality or unenforceability of any other provision in or obligation under this Licence provided that if such provision is such that is fundamental to this Licence, the Commission and the Licensee shall immediately substitute the provision with another which is valid, legal and enforceable.

## **SCHEDULE 1:**

### **GENERAL CONDITIONS**

#### **Condition 1**

##### **1. Compliance with the Act, WTA and Regulations**

- 1.1. The Licensee shall comply with the provisions of the Act and Regulations made thereto and with any direction, determination or order that the Act provides for the Commission to give or make.
- 1.2. The Licensee, its officers, directors, employees, agents, or counsel shall not in any response to the Commission or any inquiry or in any application, pleading, report or any other written statement submitted to the Commission, make any misrepresentation or willful material omission on any matter within the Commission's jurisdiction.
- 1.3. The Licensee shall comply with all the terms and conditions of this Licence as well as the orders, directions, determinations or Regulations as may be issued from time to time by the Commission.

## **Condition 2**

### **2. Notices**

- 2.1. Unless otherwise provided in this Licence, any notifications, service of process, petitions, claims and other communications requested or permitted pursuant to this Licence shall be made in writing and shall be considered validly made when delivered by hand, by courier or by electronic means to the Licensee at the Licensee's address provided to the Commission for contact purposes and for the Commission at the corporate headquarters of the Commission; and it shall be sufficient to establish the receipt of such communication if the same is duly signed for and acknowledged by an authorized official of the Commission.
- 2.2. All notices required to be given to the Licensee by the Commission shall be satisfied by serving or delivering the document by hand, by courier or by electronic means to the Licensee at the Licensee's registered office address and the receipt of such notice shall be acknowledged by the Licensee. In the case of electronic communication, it shall be sufficient to establish that the communication was sent to the address of an authorized official of the Licensee.

### **Condition 3**

#### **3. Emergency Situations**

- 3.1. The Licensee shall, after consultation with the relevant authorities responsible for Emergency Organisations and services as the Commission may from time to time determine, make plans or other arrangements for the provision or, as the case may be, the rapid restoration of such telecommunication services as are practicable and as may reasonably be required in Emergencies;
- 3.2. The Licensee shall take all reasonably practicable steps to maintain, to the greatest extent possible;
  - a) The availability of its Licensed Services, having particular regard to the needs of Emergency Organisations, in the event of catastrophic infrastructure failure or of the occurrence of any force majeure event as described in Condition 22(b) of this Licence;
  - b) The integrity of its infrastructure, having particular regard to the needs of Emergency Organisations, and the requirement to protect the physical and functional operations of its systems and services against malfunctions or failure caused by electrical conditions, signaling protocols or traffic loads.
- 3.3. In compliance with Condition 3.1 the Licensee shall ensure that the database it maintains on Subscribers of its customers (the Operators) is appropriately duplicated in a back-up system to facilitate its recovery in the event of equipment failure;
- 3.4. The Commission shall instruct the Licensee, in an emergency, to cooperate with the relevant Government entity or Emergency Organisation responsible for managing such an emergency situation.
- 3.5. Within six (6) months from the Effective Date of this Licence, the Licensee shall submit to the Commission its procedural and operational plans that the Licensee would adopt in the event of any emergency.

#### **Condition 4**

#### **4. Tariffs**

- 4.1. The Licensee shall bill and the Recipient Operator shall at the end of each month pay a Porting Transaction Fee as specified in the Mobile Number Portability Business Rules and Port Order Processes for every number successfully ported through MNP System
- 4.2. Without prejudice to the provisions of Condition 4.1 above, the Licensee shall lodge with the Commission for approval, a schedule of tariffs and any subsequent variation thereto for the provision of ancillary and value added services rendered to Operators to enable them interconnect with the MNP System. The schedule of tariffs shall, in respect of each kind of service that the Licensee proposes to offer, provide details of:
  - a) the description of the service;
  - b) details of the nature and amounts of charges payable for the service;
  - c) the method adopted for determining the charges;
  - d) the method adopted for collection of the charges; and
  - e) Cost based determination of the charges.
- 4.3. The schedule must be precise and detailed enough to be used to work out the nature and amounts of charges payable for the supply of each particular service. The tariffs must be in a form approved by the Commission which, subject to Condition 4.7, will provide reasons in writing in the event of non-approval.
- 4.4. Where the Commission refuses to approve the tariffs or part thereof, the Licensee shall be entitled to make representations to the Commission in justification of the tariff, within thirty (30) days of receipt of the reason for refusal. The Commission shall consider the representations and provide the Licensee with its decision within Sixty (60) days..
- 4.5. The Licensee shall not implement the proposed schedule of tariffs until approval of the Commission is obtained.
- 4.6. The Licensee shall provide the specified telecommunications service at the charges and upon the terms and conditions so approved by the Commission and

shall not depart therefrom without prior written approval by the Commission of any proposed changes PROVIDED that the Licensee shall be at liberty to offer discount schemes to its customers, without the prior approval of the Commission in a fully transparent manner.

- 4.7. The Commission shall communicate to the Licensee its decision on the notice of tariffs or any application for changes thereto within forty-five (45) days from the date of receipt of the notice by the Commission.

## **Condition 5**

### **5. Arbitration and Dispute Resolution**

- 5.1. The Licensee shall include in the standard terms and conditions on which it provides MNP Services, provisions giving partner who have entered into contracts with it for the provision of MNP services the opportunity to refer to an independent arbitration procedure, instead of to a court of law, any dispute relating to the provision of these services which does not involve a complicated issue of law or a sum greater than such sum as the Commission may from time to time determine. The arbitration procedures and the method of appointment of the arbitrators shall be in accordance with the Dispute Resolution Guidelines issued by the Commission.
- 5.2. The Commission shall settle:
  - 5.2.1. Any dispute between the Licensee and Operator relating to the provision of the Services in accordance with the Dispute Resolution Guidelines issued by the Commission; and
  - 5.2.2. Any other dispute between the Licensee and Operator or between an operator and its customer(s) within the scope of the powers given to the Commission under the Act.

## **Condition 6**

### **6. Code of Practice for MNP Service Provider**

- 6.1. The Licensee shall in consultation with the Commission prepare and publish in accordance with the Commission's directives and not later than six (6) months from the Effective Date of this Licence a Code of Practice including:
- a) Guidance to Operators and employees in respect of disputes or complaints relating to its provision of service, and the time frame for handling complaints through this procedure;
  - b) Further recourse available to customers who are dissatisfied with the Licensee's complaints' handling procedure;
  - c) Advice to such customers on billing and enquiries in relation thereof;
  - d) Advice and procedures on the proper use of the service by such customers;
  - e) Procedures adopted by the Licensee to check the accuracy of an Operator's account;
  - f) Procedures adopted by the Licensee to assist stakeholders in emergency situations; and
  - g) Availability of quality of service information relating to the Licensee's services to the Commission and the Operators.
- 6.2. The Licensee shall review the operation of the Code of Practice annually in consultation with the Commission.
- 6.3. Any dispute between the Licensee and an operator shall not have any adverse effect on porting requests by subscribers, The dispute shall be a matter only between both partner and in no circumstances shall the Commission bear any liability or responsibility in the matter.
- 6.4. The Licensee must keep and maintain all information on the complaints made to the Licensee by the Operators about the MNP System and shall pursuant to the MNP Regulations provide such information and periodic reports as required by the Commission. The Commission may, after consultation with the Licensee publish the information; provided that such publication shall relate to a period of not less than three (3) months range calculated on the basis of the date of

complaint and shall be published together with similar information pertaining to other operators.

- 6.5. The Licensee shall establish and maintain efficient information and assistance to assist the Operators in resolving questions relating to its Licensed Services. In the provision of such services the Licensee shall not discriminate between the Operators.

## **Condition 7**

### **7. Code of Practice on Confidentiality of Subscriber Information**

- 7.1. The Licensee shall ensure that its employees observe the provisions of its Code of Practice on Confidentiality of Subscriber Information which:
  - a) Specifies the persons to whom it may not disclose information which has been acquired in the course of the Licensee's Business about an Operator or the identity of a customer of an Operator;
  - b) Regulates the information about any such Customer or the Customer's business that may be disclosed without the consent of the Customer.
- 7.2. The Licensee shall within three (3) months of the issuance of this licence submit a draft of the Code of Practice on Confidentiality of Subscriber Information to the Commission for its approval. In the event of a disagreement between the Licensee and the Commission on the contents of the Code of Practice on Confidentiality of Subscriber Information or any portion thereof, the Commission's ruling shall prevail.
- 7.3. This condition is without prejudice to the general duties at law of the Licensee towards its customers.

## **Condition 8**

### **8. Prohibition of Undue Preference and Undue Discrimination**

- 8.1. The Licensee shall not (whether in respect of the charges or other terms and conditions applied or otherwise) show undue preference to, or exercise undue discrimination against any particular person or persons of any class or description with respect to the provision of the Licensed Services.
- 8.2. The Licensee shall be deemed to have shown such undue preference or to have exercised such discrimination if *inter alia* it unfairly favours to a material extent an Operator to which it provides its Licensed Services and in any manner mentioned in Condition 8.1 so as to place the other Operators at a significant competitive disadvantage.
- 8.3. Notwithstanding the provisions of Condition 8.1, the Licensee may provide the Service to a customer on charges, terms and conditions that are preferential if the charge in question is in accordance with a tariff plan and terms and conditions that have been approved by the Commission as required hereunder.
- 8.4. Any question relating to whether any act done or course of conduct pursued by the Licensee amounts to such undue preference or such undue discrimination shall be determined by the Commission, but nothing done in any manner by the Licensee shall be regarded as undue preference or undue discrimination if and to the extent that the Licensee is required to do that thing in that manner by or under any provision of this Licence.

## **Condition 9**

### **9. Prohibition of Cross-subsidy**

- 9.1. The Licensee shall not subsidise or cross-subsidise, or permit itself to be subsidised or cross-subsidised or give or receive undue preference to or from, as the case may be, in any of its associated businesses or persons as concerns the provision of the Licensed Services and/or any other licence granted to the Licensee by the Commission.
- 9.2. The Licensee shall maintain necessary records to evidence resource transfers between its associated businesses or persons. The Commission may at its discretion request the Licensee to submit any information related to the licensed businesses to satisfy the Commission that no cross-subsidy is taking place.
- 9.3. For the purposes of determining cross-subsidy, the Licensee shall record at full cost in its accounting records any material transfer between it and any other member of the Licensee's Group or any other source whatsoever. For the purposes of this Condition:
  - (a) A transfer from one business to another business or company takes place when anything (including any service, cost or money) produced or acquired by, normally used in, or otherwise at the disposal of, the first mentioned business is made available for the purposes of the other business or company; and
  - (b) "Full cost" in the case of money transferred includes the market rate of interest for that money.
- 9.4. Where the Commission deems it necessary and appropriate to supervise compliance with the provisions of this Licence, it may order the Licensee to provide the Licensed Services through a separate business unit or a separate subsidiary or subsidiaries.

## **Condition 10**

### **10. Requirement to Provide Information to the Commission**

- 10.1. The Licensee shall permit the Commission to inspect and if required to make copies of records, documents and accounts relating to the provision of MNP services for the purpose of enabling the Commission to perform its functions under the Act and the Conditions of this Licence.
- 10.2. The Licensee shall also submit information to the Commission pursuant to the Act, the MNP Regulations and any order or direction issued by the Commission from time to time.
- 10.3. Without prejudice to any other provision of this Licence, the Licensee shall furnish or procure to be furnished to the Commission, in such manner and at such times as the Commission may request, such information in the form of documents, accounts, estimates, returns and without prejudice to the generality of the foregoing, such other information as the Commission may reasonably require for the purposes of (i) exercising the functions assigned to the Commission by or under the Act; (ii) verifying that the Licensee is complying with the Licence Conditions; and (iii) keeping statistical records.
- 10.4. The Commission reserves the right to seek complete information from the Licensee in respect of the terms, conditions and obligations under all contracts entered into with Telecommunications Operators in Nigeria and other third party organisations as directed by the Commission from time to time, on the provision of MNP services or any change thereof and to obtain the authenticated copies of all such contracts.
- 10.5. In making any such request the Commission shall ensure that no undue burden is imposed on the Licensee in procuring and furnishing such information and, in particular, that the Licensee is not required to procure or furnish a report which would not normally be available to it unless the Commission considers the particular report essential for the purposes specified in Condition 10.3.
- 10.6. Without prejudice to the generality of Condition 10.3 and notwithstanding the provisions of Condition 10.5, the Licensee shall, furnish to the Commission within six (6) months of its financial year end a “Financial Statement”. There will

be appended to the Statement a report from the Licensee's Auditor stating whether in his opinion the methods of allocation of costs, assets and liabilities are reasonable and whether the Statement has been properly prepared applying those methods and is adequate for the purposes specified in Condition 10.7.

- 10.7. In this Condition, "Financial Statement" means an accounting statement the purposes of which is to set out and fairly present the costs (including capital costs), revenue and financial position of the Licensee's services including a reasonable assessment of the assets employed in and liabilities attributable to those services. The level of desegregation as between services specified in, and in relation to the financial information contained in the statement shall be of such level as the Commission may require from time to time
- 10.8. From time to time, the Commission may require specific details to be included in the Licensee's Financial Statement for the purposes specified in Condition 10.3 and the Licensee shall promptly comply with such requirements.
- 10.9. In this Condition "documents" includes, without prejudice to the generality thereof, drawings, designs, plans, or specifications.

## **Condition 11**

### **11. Separate Accounts for all Activities**

11.1. This Condition applies for the purpose of ensuring that a Licensee establishes as soon as reasonably practicable, not later than six (6) months from the Effective Date of this Licence, accounting and reporting arrangements sufficient to enable the Licensee's finances in relation to the Licensed Services to be assessed and reported separately from the other commercial activities of the Licensee.

11.2. The Licensee shall:

- a) Maintain accounting records in such a form that the activities of one commercial telecommunications service and another Licensed undertaking and/or other commercial activities (collectively referred to in this Condition as "Businesses") are separately identifiable or separately attributable in the books of the Licensee, being records sufficient to show and explain the transactions of each of those Businesses;
- b) Prepare in respect of each complete financial year of the Licensee, or of such lesser periods as the Commission may specify, accounting statements setting out costs (including capital costs), revenue and financial position of each of the Businesses and including a reasonable assessment of the assets employed in and liabilities attributable to each of them and showing separately, in the case of yearly accounting statements, the amount of any material item of revenue, cost, asset or liability which has been either:
  - i. Charged from or allocated to any other business of the Licensee together with a description of the basis of the value on which the charge or allocation was made; or
  - ii. Determined by apportionment or attribution from an activity common to the Businesses and if not otherwise disclosed, the basis of the apportionment or attribution.
- c) Procure in respect of each of those accounting statements prepared in respect of a complete financial year of the Licensee a report by the Licensee's Auditor stating whether in his opinion that statement is adequate for the purposes of this Condition; and

- d) Deliver to the Commission a copy of each of the accounting statements and of the reports relating thereto required under paragraphs (a) and (b) above as soon as reasonably practicable and in any event not later than six (6) months after the end of the period to which they relate.
- 11.3. Accounting statements prepared under Condition 11.2(b) in respect of each financial year shall so far as reasonably practicable, be prepared in the formats and in accordance with the accounting principles and rules which apply to the annual accounts of the Licensee and shall state the accounting policies used.
  - 11.4. The Licensee shall establish and maintain adequate records to permit the effective supervision and enforcement of the terms of this Licence by the Commission.
  - 11.5. Within six (6) months of its financial year end, the Licensee shall submit to the Commission a financial statement together with requisite documents showing the Licensee's Net Revenues, including the balance sheet of the Licensee as at the end of the Licensee's fiscal year. The Licensee shall in addition submit to the Commission all its related statements of operations, equity and cash flows. The statements and documents shall in each case be accompanied by a report thereon prepared by independent accountants stating that such financial statements fairly represent the financial position of the Licensee at the dates indicated therein and were prepared in accordance with accounting principles generally acceptable internationally.
  - 11.6. In addition to the foregoing, the Commission may request the Licensee to submit other periodic reports, financial statements, statistics and other data regarding the Licensee's operations and activities. The Commission may publish such information with the exception of confidential information, privileged information and trade secrets. The Commission shall have the right to inspect or to instruct an auditor or other personnel to (at the expense of the Licensee) review the files, records and other data of the Licensee with a view to monitoring and enforcing the terms of this Licence effectively. In giving such instructions however the Commission shall be mindful of the attendant costs which must be fair and reasonable and must not present an undue burden on the Licensee.

## **Condition 12**

### **12. Members of Licensee's Group, Associates and Technical Partners**

12.1. Where, without prejudice to the Licensee's obligations under these Conditions in respect, in particular, to anything done on its behalf:

- a) Any Associate of the Licensee, Technical Partner or member of the Licensee's Group does anything which the Licensee is prohibited from doing under these Conditions or fails to do anything which the Licensee is in the circumstances required to do; or
- b) Any Associate, Technical Partner or Member of the Licensee's Group has done something which would, if it had been done by the Licensee, require the Licensee to take or refrain from taking a particular action under this Licence and neither the Licensee nor the Associate, Technical Partner or Member has met that further requirement; and
- c) The Commission is of the reasonable opinion:
  - i. That in consequence the Licensee is seeking to or is in a material and substantial way avoiding obligations which would apply under these Conditions if the thing had been done or not done by the Licensee; and
  - ii. That having regards to the duty imposed on it by Section 4 of the Act it ought to make a direction under this Condition,

then the Commission may direct the Licensee to take such steps as the Commission deems appropriate for the purpose of remedying the matter, including but not limited to restraining the Associate, Technical Partner or Member of the Licensee's Group from continuing with the act or refraining from carrying on with that member or Associate such commercial activities connected with the Licensee's businesses as the Commission may determine.

12.2. For the purposes of this Condition a person is an Associate of the Licensee if such person is an employee, subsidiary of or another body corporate controlled by the Licensee or its Technical Partner.

12.3. The Technical Partner of the Licensee for the establishment, implementation and administration of the MNP system under this Licence is Porting Access BV.

### **Condition 13**

#### **13. Pre-Notification of Change in Shareholding**

- 13.1. Except as specified in Condition 13.2 the Licensee shall notify and obtain the prior approval of the Commission in respect of any change in the control of any of the shares in the Licensee to which this Condition applies and any such notification shall be given as soon as practicable prior to the proposed change in structure.
- 13.2. The Licensee shall not be obliged to notify and/or obtain the prior approval of the Commission in respect of any such change where the number of such shares the control of which it is proposed to change when aggregated to the number of such shares the control of which has been changed at any time after the granting of this Licence (whether or not the change has previously been notified to the Commission in accordance with this Condition) does not exceed 10% of the total number of shares in the Licensee to which this Condition applies.
- 13.3. In particular, the Licensee shall notify the Commission not later than thirty (30) days before the taking effect of any of the arrangements of the description mentioned in Condition 13.4
- 13.4. Those descriptions of arrangements are:
  - a) Any arrangement for obtaining a listing of any shares in the Licensee on any Stock Exchange in any part of the world provided that such listing shall not have the effect of vesting greater than 50% (fifty per centum) of the issued voting share capital of the Licensee in a manufacturer or supplier of telecommunications equipment;
  - b) Any arrangement for dealing in any shares in the Licensee on an unlisted market in Nigeria.
- 13.5. This Condition applies to all shares in the Licensee the holder of which for the time being is entitled to vote on any matter at a general meeting of the Licensee.
- 13.6. Not later than March 31<sup>st</sup> of each year, the Licensee shall deliver to the Commission a report on the current ownership of the Licensee. The report shall contain the following information:

- i. in the case of an individual owner, the name of that individual;
  - ii. in the case of a partnership as owner, the name of each partner and the interest of each partner;
  - iii. in the case of a company or other organisation as owner, the name, registered address, nationality, and stockholding of every officer, director or other administrator of the organisation, and of any stockholder holding stock amounting to five (5) per cent or more of the votes of the company
- 13.7. If, in the Commission's opinion, any change in the Licensee's shareholding structure, (whether or not notified to the Commission pursuant to this Condition), creates or has the potential of creating a monopoly or cross-ownership situation, the Commission shall, subject to specific prevailing legislation and/or Regulations, take such steps as it deems necessary to prevent the situation including but not limited to issuance of directives to the Licensee and application of sanctions and/or fines against the Licensee in the event of default.

## **Condition 14**

### **14. Approval of Joint Ventures**

- 14.1. The Licensee shall give particulars of any of the agreements or arrangements to which this Condition applies for approval of the Commission before the coming into effect of such agreements or arrangements.
- 14.2. These agreements are Agreements or arrangements between the Licensee and any person:
- a) For the establishment or control of any corporate body for the purpose of:
    - i. Providing telecommunications services in Nigeria which requires a Licence; or
    - ii. The production of telecommunications equipment for supply in Nigeria where that production would lead to a monopoly situation which would not otherwise exist in relation to the supply of telecommunications equipment of any description in Nigeria;
  - b) For the establishment of a partnership for any of the purposes and in any of the circumstances specified in paragraph (a) above;
  - c) In the nature of a joint venture for the purpose of providing telecommunications services that require a Licence.

## **Condition 15**

### **15. Interconnection/Interworking Arrangements with Operators**

- 15.1. The Licensee shall be required to interconnect, cooperate and work constructively with all Operators to successfully provide the Licensed Service in Nigeria as mandated by the Commission. The Licensee shall be bound to interconnect and interwork with all Operators in order to provide all Operators with the MNP solution without any discrimination in line with the principles of neutrality, non-discrimination and equality of access pursuant to terms and conditions negotiated in good faith between them and the Licensee shall have the responsibility of initializing this interface.
- 15.2. The Licensee, its Technical Partner and all Operators shall enter into commercial arrangements for interconnection, subject to the provisions of this Condition 15, Condition 38 and the tariffs approved by the Commission.
- 15.3. All interconnection/interworking service agreements between the Licensee and the Operator(s) shall be in writing and shall:
  - a) comply with the Act and the Interconnection Regulations made by the Commission;
  - b) comply with the principles of neutrality, transparency, non-discrimination, fair competition, equality of access and equal terms and conditions; and
  - c) be in the form approved by the Commission pursuant to Condition 38 of this Licence.
- 15.4. The Licensee shall register with the Commission all Service Agreements entered into pursuant to this Condition, not later than thirty (30) days from the date of execution of the Service Agreement. The Licensee shall furnish to the Commission any additional information that the Commission requires in respect of such Service Agreement.
- 15.5. The Licensee may at any time request the Commission to issue a direction in order:
  - a) To specify issues which must be covered in a Service Agreement;
  - b) To lay down specific conditions to be observed by one or more partner to the agreements; or

- c) To set time limits within which negotiations are to be completed.
- 15.6. The Licensee shall comply with the requirements of any directions given to the Licensee under the provisions of this Condition and under the Interconnection Regulations and guidelines made by the Commission.
- 15.7. Where:
- a) An Operator establishes a prima facie case that the Licensee is unreasonably not performing an obligation which it is required to perform under a Service Agreement; and
  - b) The Commission considers that:
    - i. the obligation of the Licensee to interconnect and interwork with an Operator ought to be performed; and
    - ii. the Operator is not satisfactorily able to enforce the agreement so that the obligation is performed within such time as the Commission considers necessary;
- the Commission may require the Licensee to perform the obligation subject to such conditions as are reasonable in the circumstances having regard, in particular, to the terms and conditions which apply and to anything which the Operator may reasonably be expected to do in order to mitigate the effects of the Licensee's failure to perform its obligation.
- 15.8. Where the Licensee has the right under a legislation to install facilities on, over or within public or private land, or may take advantage of a procedure for the expropriation or use of property, the Commission shall encourage the sharing of such facilities or property or both with other Operators, in particular where essential requirements deprive other Operators of access to viable alternatives. The Commission may intervene to resolve disputes concerning collocation or facility sharing at the request of either party; provided that any intervention shall take into account the Licensee's capital costs and the Commission's intent to permit recovery of such costs on not less than a proportionate basis.
- 15.9. It shall be the responsibility of the Licensee to issue or cause to be issued bills to the Operators for use of the service. The Licensee shall maintain such records

as would enable it to produce itemised billing information. The billing system of the licensee shall be able to generate the billing information, in adequate details, to ensure satisfaction to the Operators about the genuineness of the bill. The approved tariffs and directions of NCC, from time to time, in this regard shall apply.

15.10. The Licensee shall ensure that a new entrant into the market is connected to the MNP system in line with the principles of neutrality, non-discrimination and equality of access pursuant to terms and conditions negotiated between them.

15.11. The Licensee shall ensure that every new entrant is given access to any Reference Database of all ported numbers and is provided all information in order to ensure that it does not suffer any disadvantage as a result of its late entry into the telecommunications market.

## **Condition 16**

### **16. Transfer of Licence rights and obligations**

- 16.1. The Licensee shall not transfer or assign its Licence to another party without the prior written approval of the Commission.
- 16.2. This Licence is personal to the Licensee and shall not, without the prior express written consent of the Commission in the manner specified in Condition 16.1 be operated by any third party organization or person whomsoever, including but not limited to the Licensee's subsidiary or associated companies.
- 16.3. A person to whom a Licence is to be transferred shall apply to the Commission for a Licence to carry on the relevant telecommunications undertakings on the prescribed application form and shall satisfy the conditions set down by the Commission before any transfer of Licence may be considered.
- 16.4. Where the Licensee seeks to transfer its Licence to another person, it shall comply with all terms and conditions of its Licence as at the date of transfer and shall have paid all outstanding fees to the Commission.
- 16.5. Any entity that becomes a duly authorised successor or assign to the Licensee through affiliation, assignment, transfer of control, merger, liquidation, reorganisation or otherwise, shall, as a condition to such succession or assignment, be required to execute such documents as the Commission deems appropriate confirming that such successor or assignee fully assumes the rights and obligations set forth in the Licence.
- 16.6. The Commission may approve or refuse an application for transfer of Licence and shall in the event of a refusal, provide reasons for such refusal.

## **Condition 17**

### **17. Payment of Fees**

- 17.1. The Licensee shall pay to the Commission in full and without any deductions whatsoever an Annual Operating Levy which shall be determined based on the Gross Turnover of the Licensee. The Levy shall be payable within ninety (90) days after the end of the first year of the Licence and thereafter quarterly on the Licensee's assessed Gross Revenue within thirty (30) days of the end of such quarter and to be adjusted immediately on receipt of the audited annual Financial Statements of the Licensee.
- 17.2. The most recent audited account or where this is not available, the management account or any other account or projection of the Licensee's operations will be admitted for the purpose of calculating the net revenue for the year under consideration and may be duly adjusted when the year's audited Financial Statement becomes available.
- 17.3 The Commission shall determine the fee payable in respect of any renewal of the Licence.

## **Condition 18**

### **18. Suspension and Revocation**

- 18.1. Notwithstanding any contrary provision contained in this Licence, the Commission may at any time revoke this Licence by six (6) months' notice in writing given to the Licensee at its registered office where the Licensee is in breach of any of the Conditions attached to this Licence and the breach has not been rectified in accordance with provisions of the Act and Conditions to this Licence.
- 18.2. The Commission reserves the right to take over the entire services and equipments of the Licensee, revoke, terminate or suspend the Licence in the interest of public or national security or in the event of national emergency/ war or low intensity conflict or similar type of situations. In the event that the Commission exercises the rights reserved under this Condition 18.2, the provisions of Condition 37.8, shall apply to the revocation.
- 18.3. The Commission shall automatically terminate and revoke this Licence upon the occurrence of any change in the agreement between the Licensee and its Technical Partner which results in the termination of the agreement or arrangement between the partner for the implementation and administration of the MNP System in Nigeria.
- 18.4. Notwithstanding any contrary provision contained in this Licence, the Commission may at any time revoke this Licence by six (6) months notice in writing given to the Licensee at its registered office in any of the following circumstances:
- a) If the Licensee agrees in writing with the Commission that this Licence be revoked;
  - b) If the Licensee ceases to carry on its business for which this Licence is granted for a continuous period of thirty (30) days after commencement of business;
  - c) If any amount payable under Condition 17.2 is unpaid after it becomes due and remains unpaid for a period of thirty (30) days after the Commission has notified the Licensee in writing that the payment is due;

- d) If the Licensee has made false statements, representations or warranties in applying for the Licence;
- e) If the Licensee has contravened the provisions of any written law relevant to the communications industry;
- f) If the Licensee ceases to carry on its Business for which this Licence is granted;
- g) If within twelve (12) months from the Effective Date of this Licence, the Licensee has not commenced full operation to the satisfaction of the Commission provided that the Commission would have given a prior notice to the Licensee specifying the details of the Licensee's default and requiring that remedial steps be taken within sixty (60) days of the notice, or such further period as the Commission may specify;
- h) If the Licensee fails to ensure that its equipment is type approved by the Commission or a body approved by or accredited to the Commission;
- i) If it is deemed necessary in order to protect the public interests of Nigeria and its people or for security reasons.
- j) If the Licensee:
  - i. is unable to pay its debts;
  - ii. enters into receivership or liquidation; and
  - iii. takes any action for voluntary winding-up, or dissolution or such action is taken by any other person against it and no reasonable step has been taken to discharge same; or it enters into any scheme of arrangement (other than in any such case for the purpose of reconstruction or amalgamation) upon terms and within such period as may previously have been approved in writing by the Commission or if a receiver or trustee is appointed or if any order is made for its compulsory winding-up or dissolution.
- k) If the Licensee defaults in the fulfillment of the timelines for implementation of the MNP System as set out in this Licence;

- 18.5. The Licensee shall be given a reasonable opportunity to make written submissions to the Commission within a time period specified in the notice and such time period shall not be less than fourteen (14) days from the date of receipt of the notice.
- 18.6. The Licensee may, within the time period specified in the notice, submit a written submission and the Commission shall consider the submission in making its final determination and declaration on the revocation of the Licence.
- 18.7. The suspension or revocation of the Licence shall take effect on the expiration of thirty (30) days from the date on which the notice of the Commission's declaration in respect of the suspension or revocation is served on the Licensee.

## **Condition 19**

### **19. Power to Appoint MNP Administrator**

The Commission reserves the right to select and appoint another administrator at any time to manage the MNP Clearinghouse and the MNP Systems in addition to the Licensee for implementation of mobile number portability services in Nigeria.

## **Condition 20**

### **20. Amendment of the Licence**

- 20.1. Subject to Conditions 20.2 and 20.3, the Commission may amend this Licence from time to time if the Commission determines that such amendment is necessary to achieve the objectives of the Act or any relevant Regulations, or is in the public interest, taking into consideration the reasonable interest and contractual rights of the Licensee.
- 20.2. Before amending this Licence, the Commission shall give the Licensee written notice of its intention to do so together with a draft copy of the intended amendment, and the Licensee may make submissions to the Commission by submitting them to the Commission within the time period specified by the Commission but not less than thirty (30) days from the date of the written notice.
- 20.3. After expiry of the notice period specified in Condition 20.2, the Commission shall make a determination on the proposed amendment, taking into consideration any submission made by the Licensee and the principles of fair competition and equality of treatment, amongst others.
- 20.4. The Commission reserves the right to modify these conditions or incorporate new conditions considered necessary in the interest of national security and public interest.
- 20.5. Any amendment to this Licence shall be made in accordance with the procedures laid down for such purposes and shall be published by the Commission.

## **Condition 21**

### **21. Expiration and Renewal of Licence**

21.1. This Licence shall expire and all operating authorizations under it terminate:

- i. Upon the expiration of the Licence term, unless renewed in accordance with the provisions of this Licence, or;
- ii. By mutual agreement between the Commission and the Licensee.

21.2. The Commission may renew the Licence for a further period of five (5) years where the Licensee has given written notice to the Commission, at least six (6) Months before the expiry date hereof, of its intention to renew the Licence.

21.3. The renewal of the Licence in the manner provided in Condition 21.2 shall be subject to the payment, within three (3) months prior to the expiry date of the Licence, of such fees as the Commission shall specify and the fulfillment of all the terms, conditions and provisions of the Licence, Act, WTA and the MNP Regulations and the Business Rules.

## **Condition 22**

### **22. Exceptions and Limitations on Obligations in Schedule 1**

Unless the context otherwise requires the Licensee's obligations under these Conditions shall have effect subject to the following exceptions and limitations:

- a) The Licensee is not obliged to do anything that the Commission shall determine not to be practicable after due representation has been made thereon to the Commission by the Licensee.
- b) The Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under this Licence if and to the extent that the Licensee is prevented from complying with that obligation by any physical, topographical or other natural obstacle, the act of any Federal, State or Local Government or Governmental Agency or as a result of fire, explosion, accident, emergency, riot, war, civil commotion or insurrection or any other cause outside the Licensee's control.
- c) In the event that any of the circumstances specified above causes damage to the Licensee's infrastructure, the Licensee shall be obligated to repair or rebuild the infrastructure pursuant to a timetable and work plan to be established by the Licensee within fifteen (15) days of the occurrence of the incident and approved by the Commission, and subject to required changes in the provisions of this Licence at the instance and discretion of the Commission.

## **SCHEDULE 2**

### **COMMERCIAL AND OPERATING CONDITIONS**

#### **Condition 23**

##### **23. Installation and Roll out Obligations**

- 23.1. The Licensee and its Technical Partner shall have joint responsibility and liability for the infrastructural set-up, and the implementation cost for the establishment of the MNP Clearinghouse, Number Portability Database (Including but not limited to principal and disaster recovery back up sites) and the entire components required for the functionality of the MNP Clearinghouse in Nigeria.
- 23.2. The Licensee and its Technical Partner shall ensure that the infrastructure and components of the MNP Clearinghouse are set-up, installed and implemented within six (6) months of the date of this Licence and that the same are ready for commercial operation and delivery of the Licensed Services not later than two (2) months thereafter provided that within the said 2-month period and prior to commercial service delivery, the Commission and the Operators in conjunction with the Licensee and the Technical Partner shall carry out joint inspection of the installations and conduct requisite tests on the functionality of the MNP System.
- 23.3. The MNP Clearinghouse is to be implemented by the Effective Date. Any failure of the Licensee and its Technical Partner to deliver the MNP Clearinghouse within this scheduled timelines, shall be considered to be a breach of a material condition of this Licence and notwithstanding any other provisions of this Licence, the Commission shall have the right to revoke the Licence immediately and without any prior notice therefor.
- 23.4. The Licensee and its Technical Partner shall deploy the necessary facilities and resources required to implement all reasonable business processes and to carry out all functional requirements and modifications as developed and agreed by the Commission and Operators by the Effective Date, at no extra cost, and they shall work within the timeframe prescribed by the Commission for implementation of the MNP Service in Nigeria.

## **Condition 24**

### **24. Ownership of the Licensee Company**

- 24.1. The Licensee shall be incorporated under the Companies and Allied Matters Act, and shall be subject to the Nigerian Communications Act, the Regulations made pursuant thereto and all other Nigerian laws.
- 24.2. The Licensee shall ensure that no Mobile Operator shall hold any equity, directly or indirectly, in the Licensee Company. The Licensee shall also not likewise hold any equity or shares, in any Mobile or Telecommunications Operator company in Nigeria.
- 24.3. Any change in the name of the Licensee Company shall be in accordance with the provisions of CAMA. The Licensee Company shall notify the Commission of such change within thirty (30) days of the registration of the change of name with the CAC.

## **Condition 25**

### **25. Scope of the Licence**

- 25.1. The Licensee shall administer and manage the MNP Clearinghouse and the MNP Systems for implementation of mobile number portability services in Nigeria.
- 25.2. The MNP Clearinghouse and Number Portability Database established by the Licensee shall be used by all Telecommunication Operators for the purpose of supporting porting of mobile numbers between mobile operators. As part of this activity, the applicable system of Licensee shall contain the updated porting information which will be used by the Telecommunication Operators for the purpose of routing calls to the ported end-users.
- 25.3. The Licensee will provide managed services to administer the MNP service and operate the MNP Systems. The MNP System shall be operated within Nigeria. The Licensee and its Technical Partner must comply with all applicable data protection laws and other legal requirements in Nigeria.
- 25.4. The Licensee shall be solely responsible for successful implementation/ operation of MNP services and the resolution of the issues of interconnections/interfaces in respect of present networks/services. The Licensee and its Technical Partner will place the Software source code and supporting material into escrow within fourteen (14) days of final acceptance of the MNP System (pursuant to Condition 23.2 of this Licence) in accordance with the provisions of a separate escrow agreement. However, the costs of upgrading, operations and maintenance of network of Mobile Operators to support MNP in its network shall be borne by the respective Mobile Operators.
- 25.5. The scope of this Licence shall include the provision of Fixed Number Portability Services which services shall be implemented at a later date that shall be specified by the Commission upon consultation with the Licensee.
- 25.6. The Licensee shall not provide any service except as mentioned above; the provision of any such other service shall require the Licensee to obtain a separate Licence from the Commission.

## **Condition 26**

### **26. Provision of Licensed Services**

26.1. The Licensee shall be responsible for providing the following MNP Services :

- a) The relaying of messages between Donor and Recipient Operators and the maintaining of state information for each individual and bulk porting;
- b) Management of the porting process to meet the target times;
- c) the reception and checking of SMS from the Subscriber confirming the request to port;
- d) The performance of porting transaction validation checks as specified in the MNP business rules and functional requirements as stipulated by the Commission;
- e) Communication with Subscribers advising them of the status of their porting request;
- f) The broadcasting to all Operators, including Fixed Operators, of information and change in the Mobile Operator providing services to the ported numbers;
- g) The collection of logs on all port activities;
- h) The collection of statistics on ports;
- i) The storage of information on the history of each port;
- j) The maintenance of the Number Portability Database of all ported numbers and the provision of downloads of this information to any Operator, especially new entrant Operators; and
- k) Interworking with the national Subscriber Information database to validate each porting transaction against the corresponding Subscriber Information registered and subscriber data matching/validation requirements as specified in the MNP Business Rules and functional requirements as stipulated by the Commission.

26.2. The Licensee may provide interconnect and Clearinghouse services to smaller Telecommunications Operators to enable them to connect to the MNP System.

- 26.3. The Licensee and its Technical Partner shall assist the Commission and Operators to understand the significance of the key MNP issues, analyze alternative approaches, and assist them in reaching a consensus that will be in the best interest of all stakeholders and ensure functionality of the MNP System in Nigeria.
- 26.4. The Licensee and its Technical Partner shall jointly and severally cooperate with the Operators and the Commission during the implementation of MNP in Nigeria and shall respond reasonably and positively to any proposed change in structure which may be necessary to ensure the establishment and delivery of the MNP System in Nigeria within the timelines set in Condition 23.
- 26.5. The Licensee and its Technical Partner shall collectively be responsible and liable for the functionality of the MNP System for the entire licence period and shall manage the MNP System in accordance with the Conditions of this licence, the MNP Regulations, the Business Rules and the Act.
- 26.6. Modularity of the centralized MNP System shall be flexible to enable it support other number portability related queries for existing and future Operators with regards to both call setup and data service delivery purposes. The system should be flexible, scalable and configurable to support future requirements and future enhancement to the Number Portability System in Nigeria.

## **Condition 27**

### **27. Delivery of Licensed Services**

- 27.1. The Commission shall issue a Test Certificate upon the successful completion of the functionality tests specified in Condition 23.2.
- 27.2. It shall be the responsibility of the Licensee to maintain the quality of service at all times including any period when notice for surrender or revocation of the Licence is given and pending. In the event that the quality of service is not maintained during the said notice period, this shall constitute a material breach of the License terms by the Licensee which shall entitle the Commission to immediately revoke the Licence pursuant to Condition 18.
- 27.3. In the event of receipt of complaints or reports by the Commission which suggest a breach or non-fulfillment of the Conditions of this Licence, the Commission may whenever considered appropriate, conduct an inquiry either *suo-moto* or upon receipt of a complaint requiring a determination whether there has been any breach of the terms and conditions of the Licence.

## **Condition 28**

### **28. Ancillary services**

- 28.1. The Licensee shall work in conjunction with the Operators to ensure that the MNP System inter-operates with the Operators in the most cost effective and efficient manner. The Licensee shall work with the Operators to manage the security and availability of these interconnections.
- 28.2. An Operator shall have an option of either maintaining its own local database, using a shared local operator database with other Operators or may employ the services of the Licensee for the purpose of accessing the query response system.
- 28.3. The Licensee shall only provide value added services and interconnect services to Telecommunications Operators, the Government and such other persons subject to the approval of the Commission. Ancillary interconnect and Clearinghouse services offered to smaller Telecommunications Operators to enable them connect to the MNP System and benefit from hosted routing services shall be available and provided by the Licensee at a tariff approved by the Commission in accordance with Condition 4.2 of this Licence.
- 28.4. The Licensee may provide the ancillary services listed under this Condition and other MNP related services on commercial terms and conditions but subject to the conditions and tariffs approved by the Commission from time to time pursuant to Condition 4.

**Condition 29**

**29. Maintenance**

- 29.1. Remote access to the MNP System for the purpose of operation, maintenance monitoring will be as specified by the Commission from time to time.
- 29.2. The MNP System shall provide visual status of the System in real time and make it possible to carry out preventive maintenance and service upgrades without any service downtime.

### **Condition 30**

#### **30. Availability**

- 30.1. The MNP System shall achieve availability of not less than ninety nine percent [99%] on a monthly basis.
- 30.2. The MNP System shall be designed for high availability and continuous operation. All major hardware components, including router/firewall, web servers, data servers and other MNP equipment shall have redundancy provisions. The Licensee shall within thirty (30) days from the establishment of the MNP System in Nigeria specify in detail to the Commission and Operators how the availability and redundancy requirements will be met.
- 30.3. The Licensee shall design, implement and operate the MNP equipment and service in line with international standards as directed by the Commission from time to time.

## **SCHEDULE 3**

### **TECHNICAL AND REGULATORY CONDITIONS**

#### **Condition 31**

##### **31. Technical and Regulatory Requirements**

- 31.1. The technical components for the MNP System shall be set up and configured to meet the Nigerian MNP requirements as defined in the NCC Consultation document and the Licensee and its Technical Partner response to the Request for Quotation (RFQ), and shall be customized to meet the specified process needs and other connectivity requirements of the Operators.
- 31.2. Without prejudice to the provisions of Condition 31.1 above, the Licensee and Technical Partner shall adhere to the further technical conditions and regulatory requirements for the MNP System as prescribed in the Business Rules and the MNP Regulations respectively.
- 31.3. The Licensee shall not provide additional facilities for any value addition or systems upgrade that the technology permits without the prior approval of the Commission.

## **Condition 32**

### **32. Quality of Service**

- 32.1. The Licensee shall ensure that it meets the minimum Quality of Service (QoS) thresholds as prescribed by the Commission from time to time for the MNP Clearinghouse. The Licensee shall adhere to such QoS standards and provide timely information as required therefor.
- 32.2. The Commission reserves its right to monitor the performance level of the Licensee and to review this condition in the interests of public and national security.
- 32.3. The Commission shall carry out performance tests on the MNP System and also evaluate Quality of Service parameters in the MNP System prior to grant of permission for commercial launch of the Licensed Services after successful completion of interconnection tests and/or at any time during the currency of the Licence to ascertain that the MNP System meets the specified standards on QoS. The Licensee shall provide ingress and other support including instruments and equipment for such tests.

## **SCHEDULE 4**

### **SECURITY CONDITIONS**

#### **Condition 33**

##### **33. Commission's right of Inspection**

- 33.1. The Commission or its authorised representative shall have the right to inspect, access and conduct performance tests on the components of the MNP System at any time of the Commission's choosing. The Licensee will provide the necessary facilities for testing and continuous monitoring of the system, as required by the Commission or its authorised representative(s). The Inspection will ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.
- 33.2. Whenever considered appropriate the Commission may conduct an inquiry either *suo-moto* or on receipt of a complaint to determine whether there has been any breach of the terms and conditions of the Licence and for such inquiry the Licensee shall extend all reasonable access required for the determination of the breach (if any) without any hindrance.

### **Condition 34**

#### **34. Location of MNP Systems**

- 34.1. The MNP Systems and solution shall be located in Nigeria. The operation sites of the MNP Clearinghouse and the Number Portability Database shall be located in Lagos while the data recovery sites of the MNP Clearinghouse and the Number Portability shall be located in Abuja.
- 34.2. The Licensee shall provide to the Commission specific details of location configuration of the MNP System and the associated interworking connectivity specifications. The Licensee shall not change the location of these sites without the prior written approval of the Commission.

## **Condition 35**

### **35. Confidentiality of Information**

- 35.1. The Licensee shall only employ encryption equipment connected to the MNP System for specific requirements that have been evaluated and pre-approved by the Commission. Such encryption equipment and the corresponding operational procedures shall comply with international standards.
- 35.2. Subject to the terms and conditions of this Licence, the Licensee shall take all necessary steps to safeguard the privacy and confidentiality of any information about a third party and its business or a Subscriber of a third party and its business to whom it provides the Licensed Services and from whom it has acquired such information by virtue of the Licensed Services provided and shall use its best endeavors to ensure that:
- a) No person acting on behalf of the Licensee divulges or uses any such information except as may be necessary in the course of providing such Licensed Service to the third party; and
  - b) No such person receives such information other than as is necessary for the purpose of providing Licensed Services to the third party.
- 35.3. The provisions of Condition 35.2 above shall not apply where:
- a) The information relates to a specific party and that party has consented in writing to such information being divulged or used, and such information is divulged or used in accordance with the terms of that consent; or
  - b) The divulgence of information is to enable the Licensee to comply with any court order or directive made by appropriate authorities pursuant to any existing data protection or lawful interception of communications laws and Regulations of Nigeria; or
  - c) The information is already available to the public and otherwise known.
  - d) The divulgence of the information has been approved in writing by the Commission.

35.4. The Licensee shall take necessary steps to ensure that the Licensee and any

person(s) acting on its behalf observe confidentiality of customer information.

- 35.5. The Licensee shall, prior to commencement of Licensed Service, confirm in writing to the Commission that the Licensee has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer and Subscribers' information.
- 35.6. The Licensee will ensure that any installation carried out by it pursuant to this Licence does not constitute a safety hazard and is not in contravention of public policy, law or regulation.

### **Condition 36**

#### **36. Prohibition of certain activities by the Licensee**

- 36.1. The Licensee shall not on the strength of this Licence engage in the provision of any other service other than the Licensed Service as defined in this Licence unless as prescribed by the Commission.
- 36.2. Nothing contained in this Licence shall preclude the Licensee from engaging in advertising activities relating to the MNP services provided activities with promotional element are first submitted to the Commission for approval”.
- 36.3. The Licensee shall, consistent with the established laws of Nigeria, take necessary measures to prevent objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright, intellectual property etc., in any form, from being carried via its infrastructure. Once specific instances of such infringement are reported to the Licensee and notified to the Commission, the Commission may direct the Licensee to ensure that the carriage of such material through the MNP System is prevented immediately. Any damage arising out of default on the part of the Licensee in this regard shall be borne by the Licensee.
- 36.4. The Licensee shall comply with all data protection and lawful interception of communications laws and Regulations in force in Nigeria from time to time. Any damage arising out of default on the part of Licensee in this regard shall be borne by the Licensee.
- 36.5. Issues that are sensitive and have the potential of degenerating to matters of national security shall be immediately notified to the Commission and the Licensee shall refrain from taking, implementing or providing any MNP services to or from persons connected with such security concerns except upon the express approval of the Commission.
- 36.6. Where any confidential information is divulged to the Licensee for proper implementation of the Agreement, it shall be on the bounden duty of the Licensee and its employees and servants to maintain the secrecy and confidentiality of such information.
- 36.7. The Licensee shall ensure that MNP data and information is not shared or made

available to any party located outside of Nigeria, without the Commission's prior and express written approval.

## **Condition 37**

### **37. Security Provisions**

- 37.1. The Licensee shall provide necessary support to the Government to counteract espionage, subversive acts, sabotage or any other unlawful activity upon receipt of directives from the National Security Adviser or the Director-General of the State Security Services of the Federal Government of Nigeria (“SSS”) directly or routed through the Commission.
- 37.2. All employees, personnel, agents and representatives of the Licensee and its Technical Partner that will have access to the Reference Database including but not limited to all their expatriate personnel, shall be security-cleared by the State Security Service of the Federal Government of Nigeria prior to their deployment.
- 37.3. The Licensee shall ensure privacy of communication and ensure that unauthorized interception of messages does not take place.
- 37.4. In the interest of security, standard monitoring equipment as may be prescribed for each type of System used will be provided by the Licensee for monitoring as and when required by the Commission. The specific orders or directions from the Government, issued under such conditions, and made pursuant to the data protection or lawful interception of communications laws and Regulations in force in Nigeria shall be applicable.
- 37.5. The designated person(s) of the relevant security agencies and organisations in Nigeria as conveyed to the Commission from time to time in addition to the Commission or its representative(s) shall have the right to monitor the transactions and installations or any other technically feasible point in the MNP System set up by the Licensee. The hardware at the Licensee’s end and software required for such monitoring shall be engineered, provided/installed and maintained by the Licensee at the Licensee’s cost.
- 37.6. In the event that the relevant Government and security agencies wish to locate their equipment at the Licensee’s premises for facilitating monitoring, the Licensee shall provide support in this regard including space therefor and the guarantee of ingress and egress for the authorised security personnel. The Interface requirements as well as features and facilities as defined by the

Commission for this purpose shall be implemented by the Licensee. The Licensee shall ensure suitable redundancy in the complete chain of monitoring equipment for trouble free operations of monitoring as may be notified by the Commission from time to time.

- 37.7. The Commission shall have the right to take over the Licensed Services, equipment and MNP System of the Licensee in case any directions are issued in the public interest by the Federal Government of Nigeria in the event of a national emergency/war or low intensity conflict. Any specific orders or directions from the Federal Government of Nigeria issued under such conditions shall be applicable to the Licensee and shall be strictly complied with.
- 37.8. In the event that the equipment and services are taken over by the Commission before or after the expiration of the Licence pursuant to the provisions hereof, compensation, if any, including the charges for taking over the equipment, would not be more than amortized value of the equipment and net profit calculated at the rate of the net profit of the previous quarter (provided that any loss amount will be ignored) for the unexpired period of the Licence.
- 37.9. The Commission or its representative(s) and designated security agencies will have access to the Number Portability Database, transactions and messages relating to the porting of Subscribers and access to the MNP System subject to the procedure set out in the data protection or lawful interception of communications laws and Regulations in force in Nigeria.
- 37.10. The Licensee shall maintain all commercial records with regard to the numbers ported through the MNP Clearinghouse. Such records shall be archived for at least five (5) years for security reasons and may be destroyed thereafter unless directed otherwise by the Commission.
- 37.11. The Licensee shall take adequate and timely measures to ensure that information transacted through the MNP System is secure and protected. The Licensee must ensure that the System has a security management process and control for a number of different roles including for system administrators, Government agencies and the Operators. The Licensee shall ensure that the MNP System is protected from unauthorized access and that the data and system integrity are protected and constant. The data centres must conform to the highest industry

norms and necessary ISO certifications.

## **SCHEDULE 5 –**

### **OTHER SPECIFIC PROVISIONS**

#### **Condition 38**

##### **38. Service Agreement**

- 38.1. Within ninety (90) days from the Effective Date of this Licence, the Licensee shall submit to the Commission for its approval a form of Service Agreement (the “Service Agreement”) containing the terms and conditions for the provision of Services to the Operators.
- 38.2. Within thirty (30) days of receipt of the Service Agreement, the Commission shall either:
- a) approve such Agreement in the event that the Commission determines that such Agreement adequately protects the interests of the Operators and the MNP System; or
  - b) notify the Licensee of its disapproval thereof.
- 38.3. Upon evaluating the terms and conditions and the charges set out in the proposed Service Agreement, the Commission may, pursuant to applicable Regulations, require the Licensee and the interconnecting party to revise the Agreement if interconnection as contemplated therein is inconsistent with the Act and/or the Interconnection Regulations and Guidelines made by the Commission
- 38.4. In the event that the Commission disapproves of the Service Agreement, it shall make recommendations for the improvement thereof. Within fifteen (15) days of receipt of the Commission’s notice of disapproval, the Licensee shall submit a revised Service Agreement incorporating the Commission’s specific recommendations.
- 38.5. Upon receipt of the approval by the Commission of the Service Agreement, the Licensee shall promptly notify all the Operators of its terms and conditions and shall thereafter provide the Licensed Service based upon the approved Service Agreement.
- 38.6. The Licensee may from time to time modify the Service Agreement by giving not less than thirty (30) days prior written notice to the Commission and the

counter partner to the Service Agreement. If the Commission has not objected to the proposed modification within such thirty (30) day period, the modification shall then become effective as set forth in such notice subject to the consent and approval of the Commission.

### **Condition 39**

#### **39. The Licensee and its Technical Partner**

- 39.1. The Licensee and its Technical Partner (together, “the partner ”) shall no later than thirty (30) days from the grant of this Licence execute an agreement which shall indicate and stipulate the responsibilities and roles of each of the partner in respect of the establishment, implementation and administration of the MNP System in Nigeria.
- 39.2. The agreement to be executed by the partner shall be in a form acceptable to the Commission. The Commission reserves the right to review and give directions for amendments to the terms of the agreement between the partner where necessary in line with the requirements for MNP System in Nigeria.
- 39.3. The Licensee and its Technical Partner shall work together constructively and cooperate with all stakeholders to ensure the establishment, implementation and functionality of the MNP System in Nigeria for the entire duration of this Licence and such further renewed term of the Licence
- 39.4. The Licensee and its Technical Partner shall ensure that they comply with the necessary legal requirements for local content participation and implement well-structured procedures and timetables for adequate skills transfer necessary for administration of the MNP System. The Commission may request for copies of such skills transfer procedures and timetables and the Licensee shall be obliged to provide the same and to implement such modifications to the said procedures and timetables as the Commission may suggest.

## **Condition 40**

### **40. Limitation of Liabilities**

40.1. Subject to Condition 37.2 and notwithstanding any contrary provision of this Licence, the Commission shall not be liable in contract, tort or otherwise to the Licensee or any third party whomsoever for any indirect, contingent or consequential loss or damage or for loss of profit, business, revenue, goodwill, opportunities or anticipated savings, cost of capital, cost of substitute service, facilities or products, or down-time costs, consequent upon the issuance, actualization or any Condition of this Licence or any act taken by the Commission in connection with or pursuant to this Licence or any other matter related howsoever thereto.

## **Condition 41**

### **41. Legal and regulatory framework of MNP System**

The Licensee and other Operators shall be required to implement, operate and execute the MNP system in Nigeria in accordance with all the component documentation that prescribe the legal, regulatory and operational guidelines for the MNP System in Nigeria. These rules and guidelines include:

- (i) The terms and conditions of this Licence;
- (ii) The MNP Regulations;
- (iii) The MNP Business Rules;
- (iv) The Code of Conduct;
- (v) The Code of Conduct for Confidentiality of Subscriber information;
- (vi) Service Agreement.