BUSINESS RULES FOR MOBILE VIRTUAL NETWORK OPERATIONS IN NIGERIA

November 2026

Version	1	Date	23 November 2026
Status	Final	Prepared by	Nigerian Communications Commission
Subject	MVNO Business Rules	Purpose	Clarify licence scope and address operational challenges

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1. Interpretations

For the purposes of these Business Rules, the terms below shall have the meanings assigned to them, unless the context otherwise requires. Where a term is defined in the Nigerian Communications Act, 2003, as amended, the applicable subsidiary legislation or an MVNO licence document, that definition shall prevail, subject to the hierarchy in section 2(4). All references to days in these Business Rules shall mean calendar days, unless otherwise expressly specified by the Commission, subject to applicable statutory requirements governing the computation of time.

Term	Definition
Act	The Nigerian Communications Act, 2003, as amended from time to time.
Benchmark Selling Price	The Commission-approved or Commission-determined reference selling price applicable to a specified service, namely voice, data, SMS or USSD, and shall constitute the sole regulatory starting price for the determination of Shareable Revenue for that service under these Business Rules, unless otherwise expressly determined by the Commission.
Commercial Agreement	Any written and duly executed lawful agreement governing hosting, access, integration, rollout, interconnection support, numbering, billing, settlement, revenue sharing, service levels, security and related operational arrangements between parties.
Commission	The Nigerian Communications Commission.
Comparable Traffic	Traffic originating from or terminating on subscribers of an MVNO, an HNO or another hosted MVNO on the same network, having substantially similar service types, subscriber profiles, applicable Quality of Service classes and technical characteristics under comparable network conditions, irrespective of the service provider or commercial hosting arrangement.
eSIM	An embedded subscriber identity module or any other remote SIM provisioning technology approved by the Commission from time to time.
Gross Revenue	The total revenue attributable to a relevant service before authorised deductions and, for the purposes of revenue sharing under these Business Rules, shall be deemed to be the revenue represented by the applicable Benchmark Selling Price for the service.

Term	Definition
Host	An HNO, Tier 4 MVNO or Tier 5 MVNO licensee lawfully permitted to host, enable or otherwise support the service delivery architecture of other MVNO tiers under these Business Rules, relevant licences and any applicable approval of the Commission.
Host Network Operator or HNO	An MNO or other licensed communications carrier that provides access capacity to an MVNO based on a commercial agreement.
Integration	The end-to-end technical and operational process by which an MVNO is onboarded onto, connected to, configured with, and enabled to use the relevant network, platform and service components of a Host Network Operator or other authorised provider, including but not limited to interfaces, Application Programming Interfaces (APIs), provisioning systems, billing systems, customer management systems, numbering resources, SIM enablement, testing environments, signalling arrangements and related dependencies as may be necessary for service rollout and operation.
Integration Window	The approved period within which parties carry out technical design, API exposure, configuration, testing, acceptance and cut-over activities.
Interconnection	The physical and logical linking of communications systems for the conveyance of traffic between networks in accordance with licence scope and applicable interconnection regulations.
Limited Tariff Control	The restricted ability of a Tier 1 MVNO to propose, package, brand, market or retail communications service offerings to its subscribers, subject at all times to the applicable wholesale pricing arrangements, billing capabilities, service configurations, technical dependencies, operational limitations, regulatory requirements and other constraints of its Host and the relevant commercial agreement; and does not include independent control of core tariff architecture, interconnection-related pricing elements, network-based charging functions, numbering-based pricing rights, or any other tariff element requiring facilities, systems or authorisations outside the scope of a Tier 1 licence.
MNO	A Mobile Network Operator licensed to operate in Nigeria.

Term	Definition
Mobile Virtual Network Operator or MVNO	A licensee authorised by the Commission to provide mobile telecommunications services by relying, in whole or in part, on the network or enabling facilities of a Host Network Operator, within the scope of its licence tier.
Numbering Resources	Number blocks, ranges, codes or other numbering assets assigned by the Commission in accordance with the National Numbering Plan and the scope and limitations of the licence.
Onboarding	The end-to-end process for commencing service, including commercial negotiations, technical planning, access provisioning, configuration, testing, service acceptance and launch readiness.
Permitted Deductions	Objectively verifiable deductions directly attributable to the relevant service (applicable interconnect charges for voice and SMS and wholesale bandwidth or capacity procurement costs for data), as approved by the Commission in accordance with section 10(6).
Quality of Service or QoS	The performance standards, thresholds and service quality obligations prescribed by the Commission and applicable regulatory instruments.
Reference Onboarding Information Pack	The standard Host information pack that describes the technical, commercial and process requirements for MVNO onboarding, integration, testing, launch readiness and escalation.
Remote Subscriber Onboarding	Any digital or remote process for customer acquisition, identity capture, verification, activation or provisioning in compliance with the Registration of Communications Subscribers Regulations, 2022 and its Business Rules in force at any material time, and applicable security and audit requirements.
Shareable Revenue	Gross Revenue less only those deductions that are expressly permitted as prescribed by the Commission and these Business Rules.
SIM and eSIM Management	The set of activities relating to issuance, profile creation, provisioning, registration, activation, suspension, replacement, audit trail maintenance and regulatory compliance for physical SIMs and embedded SIMs.

Term	Definition
Tier 1 MVNO	An MVNO operating as a Services Virtual Network Operator (S-VNO) that totally relies on the switching, interconnect and service facilities of its HNO(s) but is permitted to develop and deliver its own VAS content through its HNO(s).
Tier 2 MVNO	An MVNO operating as a Simple-Facilities Virtual Network Operator (SF-VNO) that totally relies on the switching and interconnect layer elements of its HNO but is permitted to own elements in the service layer such as Intelligent Networks, Home Location Register (HLR), Home Subscriber Server (HSS) and billing systems.
Tier 3 MVNO	An MVNO operating as a Core-Facilities Virtual Network Operator (CF-VNO) which is permitted to own and operate interconnect and switching layer elements in a network.
Tier 4 MVNO	An MVNO operating as a Virtual Network Aggregator/Enabler (MVNA/MVNE) implementing mobile virtual network business models that allow a mobile virtual network provider to provide aggregation and an enabling platform and applicable network capacity for lower-tier MVNOs, thereby facilitating their commercial launch.
Tier 5 MVNO	An MVNO operating as a Unified Virtual Network Operator (UVNO) that can offer a range of services as an operator from the lower tiers in the tiered system.

2. Introduction

(1) These Business Rules for Mobile Virtual Network Operations in Nigeria are made by the Nigerian Communications Commission (the Commission) pursuant to the powers conferred on it under Sections 4 and 70, and other enabling provisions of the Nigerian Communications Act.

(2) These Business Rules provide an operational, commercial and compliance framework for Mobile Virtual Network Operators (MVNOs) and Host Network Operators (HNOs) in Nigeria. They supplement, and do not replace, the Nigerian Communications Act as may be amended, subsidiary legislations made thereunder, and the terms and conditions of the applicable MVNO licence.

(3) The Business Rules clarify key aspects of MVNO operations including onboarding, integration, interconnection, numbering, SIM management, revenue-sharing, quality of service, consumer obligations, eSIM onboarding, and the respective rights and limitations of each MVNO licence tier.

(4) Where any provision of these Business Rules conflicts with the Nigerian Communications Act, any subsidiary legislation, or a licence condition, the provisions of the Act, applicable subsidiary legislation or the applicable licence conditions shall prevail, subject to their legal hierarchy, to the extent of the inconsistency.

3. Commencement and Application

(1) These Rules shall come into force on the date specified by the Commission.

(2) These Rules apply to all MVNO licensees, all HNOs and all technical, operational and commercial arrangements for MVNO service delivery in Nigeria.

4. Amendment and Publication of the Business Rules

(1) These Business Rules may be reviewed, modified or updated by the Commission from time to time, and such amendments shall be published on the Commission's website.

(2) Any MVNO or HNO, or other relevant licensee may submit a written proposal to the Commission requesting the review, amendment, or introduction of any provision in these Business Rules.

(3) A proposal submitted under subsection (2) shall—

(a) clearly identify the specific provision or provisions proposed for amendment or introduction;

(b) set out the grounds and rationale for the proposal; and

(c) be accompanied by such technical, operational, or commercial justification as may be relevant to support the proposal.

(4) Upon receipt of a proposal submitted under subsection (2), the Commission may—

(a) conduct an internal review of the proposal;

(b) require the proposing party to furnish such additional information as the Commission considers necessary; and

(c) where the Commission deems it appropriate, circulate the proposal to relevant stakeholders for their observations and comments.

(5) Following its review, the Commission shall accept, modify, or reject the proposal and shall, where applicable, issue an amendment or introduce a new provision in accordance with that proposal.

(6) Any amendment to, or introduction of, a new provision in these Business Rules shall come into force on such date as the Commission shall specify.

(7) For the avoidance of doubt, the Commission may, on its own initiative, undertake a review of, or propose amendments to, these Business Rules, or introduce new provisions, irrespective of whether a proposal has been received under this section.

5. Objectives

The objectives of the Business Rules are to:

(1) Establish clear and enforceable rights, obligations, and compliance requirements for MVNOs and HNOs, enabling effective monitoring, supervision, and enforcement by the Commission.

(2) Ensure that each MVNO operates strictly within the scope and limitations of its respective licence tier;

(3) Promote fair, transparent and non-discriminatory access to network resources and hosting arrangements;

(4) Reduce onboarding and integration delays between MVNOs and HNOs;

(5) Provide regulatory clarity on MVNO integration, interconnection, numbering, SIM and eSIM responsibilities and related operational arrangements;

(6) Promote effective competition in the mobile communications sector by broadening participation, thereby improving service quality, affordability, and consumer choice;

(7) Ensure that MVNO services meet prescribed standards of quality, reliability, transparency, data protection, and customer care, consistent with existing consumer protection regulations.

(8) Support innovation, competition, and sustainable industry growth.

6. General Regulatory Principles

(1) All parties shall act in good faith, on fair, reasonable and non-discriminatory terms, and in a manner consistent with the Act, Competition Practices Regulations, Consumer Code of Practice Regulations, Registration of Communications Subscribers Regulations, Numbering Regulations, QoS obligations and all other applicable regulatory instruments issued by the Commission, as may be amended or issued from time to time.

(2) No HNO, Tier 4 or Tier 5 MVNO licensee shall discriminate unjustifiably between similarly situated MVNOs in relation to access, onboarding sequence, technical support, quality, commercial treatment or information required for integration.

(3) An HNO shall not use delay, withholding of technical information, restrictive onboarding practices, or unreasonable commercial conditions to frustrate or unduly impede the operationalisation of an MVNO.

(4) An MVNO shall not, whether directly or through any contractual, technical, operational or outsourcing arrangement, undertake or seek to undertake any activity beyond the scope of its licence.

7. Tier Structure and Scope Clarification

(1) The scope of each tier shall be construed subject to the applicable licence conditions issued by the Commission, and the matrix below specifies the minimum operational parameters for the purposes of these rules.

Tier	Permitted role	Service-layer ownership / control	Switching / interconnection ownership	Retail service position	Key limitations
Tier 1	Service-based MVNO	No service-layer ownership for core service delivery. May own brand, Customer Relationship Management (CRM), content and applications, and VAS hosting and SMSC functionality only where lawful. Limited Tariff Control as defined in section 1.	No	Retail service provider; through a Host, including direct HNO integration where expressly authorised, or via Tier 4/Tier 5.	No spectrum, RAN, switching/interconnection or independent numbering resources (see section 12(2)); no direct HNO integration for live service delivery unless expressly authorised by the Commission.

Tier	Permitted role	Service-layer ownership / control	Switching / interconnection ownership	Retail service position	Key limitations
Tier 2	Simple-facilities MVNO	Yes – including SIM issuance, intelligent network, EIR/HLR/AuC/HSS, billing and customer platforms within licence scope.	No	Retail service provider; may integrate directly with HNO or via Tier 4/Tier 5.	No spectrum, RAN or switching/interconnection; no independent numbering resources; numbering ordinarily through Tier 4/Tier 5; direct HNO numbering access requires express Commission approval under section 12(2); no aggregator role.
Tier 3	Core-facilities MVNO	Yes	Yes	Retail service provider; may integrate directly with HNO or via Tier 4/Tier 5.	No spectrum ownership; no aggregator licence; shared rural coverage and other functions remain subject to licence and approval.

Tier	Permitted role	Service-layer ownership / control	Switching / interconnection ownership	Retail service position	Key limitations
Tier 4	MVNE/MVNA	Yes – enabling, aggregation, OSS/BSS and shared platforms for lower tiers.	Yes	Primarily wholesale/ enabling; may host or enable Tiers 1–3; direct retail restricted to unserved or underserved regions only, in the capacity of a Tier 3 operator.	Not a general retail MVNO; must not exceed licence scope.
Tier 5	Unified MVNO	Yes	Yes	May operate across lower-tier layers and may host or enable Tiers 1–3.	Subject to all licence limits, approvals, numbering and interconnection obligations; may not own spectrum or frequency resources; may not provide backhaul to MNOs; direct retail restricted to unserved/underserved regions only.

(2) An MVNO licensed under a particular tier shall be authorised to deploy and operate only such infrastructure, systems and functionalities as are expressly permitted under the licence conditions applicable to that tier.

(3) An MVNO shall not, without the prior written approval of the Commission, partially or selectively deploy services or functionalities in a manner that results in the deliberate under-utilisation, circumvention or fragmentation of its licensed scope.

(4) Tier 1 and Tier 2 MVNOs shall integrate for service delivery through an HNO, or through a Tier 4 or Tier 5 MVNO acting as an enabling platform, as may be applicable under their respective licences and, for Tier 1 direct HNO integration for live service delivery, subject to the Commission's express authorisation.

(5) Tier 2 MVNOs may operate specified service-layer elements and issue SIMs, but shall onboard and integrate through a Host for switching, interconnection, numbering and transmission functions. Access to numbering resources shall be in accordance with section 12(2).

(6) Tier 3 may own switching and interconnect elements and may interconnect as may be required; it may integrate directly with an HNO or through a Tier 4 or Tier 5 Host.

(7) Tier 4 MVNO shall function as enabling and aggregation platforms for lower-tier MVNOs and may provide shared infrastructure, systems and services to Tier 1, Tier 2 and Tier 3 MVNOs;

(8) For the avoidance of doubt, a Tier 4 MVNO shall not operate as a general retail service provider except to the extent expressly permitted under its licence, including shared rural coverage and permitted lower-tier MVNO functionality in underserved or unserved areas.

(9) A Tier 5 MVNO may, within the scope of its licence and subject to applicable approvals, act as Hosts or enabling platforms for Tiers 1, 2 and 3 MVNOs. Every lower-tier MVNO hosted through such an arrangement shall remain responsible for complying with the licence conditions and limitations applicable to its own licence.

(10) No MVNO licensee shall provide Value Added Services or International Data Access outside the scope of its applicable Licence or independently of the hosting and network arrangements permitted under its licence conditions. A Tier 3 MVNO may establish, own, maintain, host and distribute its own VAS content, applications and content platforms, and may develop associated tariff structures, provided that:

   (a) the service is delivered through the network of its Host Network Operator (HNO), or through a Tier 4 or Tier 5 MVNO host, as applicable;

   (b) the service complies with all applicable VAS regulatory requirements and the conditions of the relevant MVNO licence;

(c) the MVNO does not undertake VAS Aggregation activities or host and distribute third-party VAS content unless it has entered into an arrangement with a licensed VAS Aggregator or has obtained the appropriate licence or authorisation from the Commission.

(d) For the avoidance of doubt, nothing in these Business Rules shall be construed as prohibiting a Tier 3 MVNO from owning, maintaining, hosting or distributing its own VAS content or applications to its subscribers where such activities are expressly permitted under the applicable licence conditions.

(11) For the avoidance of doubt, no MVNO licensee shall provide services independently of a host network. Any contravention of this provision shall constitute a breach of licence conditions and shall be subject to regulatory action in accordance with the provisions of the applicable regulatory instruments of the Commission.

(12) Notwithstanding subsection (11), Tier 3, 4 and 5 MVNO licence holders shall maintain their existing interconnection rights and core network functions in accordance with the applicable licence conditions.

8. Hosting, Access, Onboarding and Integration Framework

(1) Where applicable, the Host Network Operator (HNO), Tier 4 MVNO, Tier 5 MVNO, or other approved Host shall provide the technical, operational, and commercial support reasonably required to facilitate integration of the MVNO into the Host network environment. Such support shall include the provision of relevant technical specifications, interface requirements, testing procedures, implementation milestones, and other information necessary for successful onboarding, integration, testing, and service activation, subject to appropriate confidentiality and security requirements.

(2) Prior to commencement of onboarding and integration activities, an MVNO shall demonstrate reasonable operational readiness, including evidence of financial capacity, technical competence, implementation preparedness and a viable business case where required by the Host or the Commission.

(3) Every HNO, Tier 4 licensee and Tier 5 licensee that offers hosting or enabling support shall maintain and make available to a prospective MVNO a Reference Onboarding Information Pack approved by the Commission. The Reference Onboarding Information Pack shall expressly specify the minimum information and documentation required for a complete hosting request and shall contain at least the following:

(a) commercial engagement process and contact points;

(b) standard non-disclosure, term-sheet and agreement workflow;

(c) network architecture options supported for each eligible tier;

(d) technical prerequisites, APIs, interfaces, test environment requirements and acceptance criteria;

(e) security, lawful interception, fraud management (including SIM boxing and Call Masking requirements), numbering, signalling and billing requirements;

(f) indicative implementation phases and escalation paths;

(g) high-level pricing principles or methodology sufficient to ensure transparency and comparability of wholesale arrangements, without prejudice to commercial negotiations; and

(h) standard service readiness checklist.

(4) Where a delay in onboarding, integration, testing or commercial negotiations is attributable to an MVNO, the Host shall document the cause, duration and impact of the delay, notify the MVNO in writing and refer the matter to the Commission in accordance with section 16 and subsections (21) and (22) of this section. The prescribed timelines shall remain applicable unless the Commission expressly approves a suspension or extension. The Host shall not unilaterally suspend or extend any prescribed timeline.

(5) A hosting request shall be deemed complete upon receipt by the proposed Host of the minimum information and documentation specified in its Commission-approved Reference Onboarding Information Pack under subsection (3). Within ten (10) days of receipt of a complete hosting request from a duly licensed MVNO, the Host shall acknowledge receipt in writing and identify its negotiation and technical leads. The request shall specify the proposed service scope (voice, data, SMS and VAS, as applicable), integration model, target integration date and estimated capacity requirements, in accordance with the approved Pack. The Host shall promptly identify any deficiencies in writing and shall not impose arbitrary or extraneous requirements to delay commencement of the prescribed timelines.

(6) Within twenty (20) days of receipt of a complete hosting request under subsection (5), the proposed Host shall respond in writing and shall either:

(a) issue a reasoned statement confirming its technical and commercial readiness to proceed, including an indicative implementation timeline; or

(b) notify the MVNO, with specificity of any additional information or conditions reasonably required to continue the onboarding process. Any subsequent request for additional information or conditions shall be objectively justified and shall not suspend or reset any prescribed timeline unless expressly approved by the Commission, in accordance with subsection (4) where applicable.

(7) Where the proposed Host declines or is unable to proceed with the hosting request under subsection (6), it shall provide a written and justified explanation for such refusal to both the MVNO and the Commission within the same twenty (20)-day period.

(8) Following a positive response, the MVNO and Host shall commence technical negotiations to define interconnection parameters within 10 days. This phase includes validation and approval of High-Level Design (HLD) and Low-Level Design (LLD) documents, with the Host responsible for reviewing and approving the designs and interconnection terms. The Commission may intervene if negotiations encounter significant delays, setting up a firm deadline for completion to ensure progress.

(9) Once commercial terms are agreed, the parties shall within Ten (10) days constitute a joint onboarding working group and adopt a project plan covering design, integration, testing, interconnection, numbering or SIM dependencies, customer care readiness, billing settlement and launch milestones.

(10) A Host shall not defer an MVNO indefinitely or apply sequencing practices that are non-transparent or incapable of objective justification. Where onboarding is staggered across multiple MVNOs, the Host shall apply transparent and objectively justifiable criteria and shall provide the Commission, upon request, with the basis for such sequencing. The Commission may direct adjustments to the sequencing criteria as may be applicable to ensure fair and non-discriminatory access.

(11) A Host shall provide required configuration information, API documentation, signalling parameters, test access, and technical support resources necessary for the agreed integration model within the timelines in the project plan.

(12) Except as may be expressly authorised by the Commission, an MVNO shall not simultaneously combine, aggregate or deliver retail services using network capacity obtained from more than one Host Network Operator for the same service offering.

(13) Notwithstanding subsection (12), a licensed Tier 4 MVNO or Tier 5 MVNO can maintain approved enabling or aggregation arrangements involving multiple Host Network Operators, provided that such arrangements do not result in the mixing of competing network services by an MVNO.

(14) Tier 1, Tier 2 and Tier 3 MVNOs shall onboard and integrate through a Host, while Tier 4 and Tier 5 MVNO shall onboard and integrate through an HNO. Onboarding and integration shall in each case be subject to the applicable licence scope, technical readiness, and regulatory compliance.

(15) Delays arising from internal restructuring, competing corporate priorities, network expansion programmes or non-regulatory internal approvals of the

HNO shall not constitute sufficient justification for indefinite onboarding and integration delay.

(16) All HNOs shall onboard and integrate all Licensed Tier 4 and Tier 5 MVNOs.

(17) Connectivity establishment shall be completed within timelines agreed in the onboarding project plan, consistent with section 8(9) of these Business Rules.

(18) The Commission shall maintain oversight throughout, with authority to intervene, enforce timelines, resolve disputes, and ensure compliance with national standards; all systems must remain NCC Type-Approved.

(19) Upon completion, both parties shall sign the Technical Readiness Certificate (TRC) and notify the Commission, marking readiness for commercial operations.

(20) The HNO shall configure, broadcast and announce on its network both the MVNO's Public Land Mobile Network (PLMN) and its approved custom display brand name as part of the Integration.

(21) Escalation and Dispute Resolution Framework. Each hosting arrangement shall clearly define and maintain an escalation framework for the prompt resolution of issues arising from onboarding, integration, interconnection, service activation, testing, traffic routing, numbering implementation, and operational support activities. The escalation framework shall identify designated technical, operational, and management-level contact points together with applicable response and resolution timelines, consistent with section 16.

(22) Regulatory Escalation. Where parties are unable to resolve interconnection, integration, onboarding, or related operational disputes through the agreed escalation process within a reasonable period, such matters may be referred to the Commission for mediation, guidance, or determination in accordance with section 16, the Nigerian Communications Act, licence conditions, interconnection regulations, and other relevant regulatory instruments.

(23) Good Faith Cooperation. All parties shall cooperate in good faith and shall not unreasonably delay, obstruct, or withhold information necessary for the completion of approved onboarding, integration, interconnection, testing, or service activation activities.

9. Commercial Agreements and Change Management

(1) All commercial agreements shall be in writing, signed by authorised representatives, and filed with the Commission within fourteen (14) days of execution unless a shorter or longer period is directed by the Commission.

(2) Every Hosting Agreement shall include clearly defined implementation milestones, testing requirements, onboarding responsibilities, escalation procedures and service activation timeline.

(3) Any material amendment affecting pricing, onboarding model, service scope, numbering, interconnection architecture, SIM ownership, eSIM enablement, customer migration, branding, settlement, suspension rights or termination rights shall be notified to the Commission not later than thirty (30) days after execution and before implementation where prior regulatory consent is required.

(4) A party shall not unilaterally revise already agreed rollout milestones or technical commitments except for documented reasons relating to security, fraud prevention, lawful direction, force majeure or other objectively justifiable operational constraints.

(5) Where negotiations fail after a reasonable period or reach deadlock on material terms, either party may refer the matter to the Commission together with a statement of issues, negotiation record and the last exchanged positions.

(6) Host Network Operators shall conclude commercial and technical agreements with MVNOs within a maximum period of one hundred and twenty (120) days from receipt of a complete hosting request as specified in section 8(5). This period shall commence on the same date as the acknowledgement and readiness assessment periods prescribed in section 8(5) and (6). Internal approval processes and subsequent requests for information shall not suspend, reset or override this timeline. Any suspension or extension shall require the express approval of the Commission, in accordance with section 8(4) where applicable.

10. Revenue Sharing, Benchmark Selling Price and Shareable Revenue

(1) Revenue sharing shall be in line with Tariff/Pricing Framework for Mobile Virtual Network Operator (MVNO) Services in the Nigerian Telecoms Industry issued by the Commission. However, the Commission may review arrangements and where necessary, intervene to ensure that tariffs, charges, fees and settlement structures are fair, reasonable, non-discriminatory and not anti-competitive.

(2) Cost Recovery - Interconnect rates shall be deemed to adequately reflect the cost-of-service provision and a reasonable margin. Accordingly, no licensee shall impose or demand additional wholesale charges or pricing adjustments based on cost recovery beyond the approved framework, except as may be expressly approved by the Commission.

(3) Benchmark Selling Price

(a) Revenue sharing between an MVNO and a Host shall be based on the applicable Benchmark Selling Price (less permitted deductions) for the relevant service, as approved or otherwise determined by the Commission from time to time.

(b) The Commission may approve or determine Benchmark Selling Prices for each of the following services:

(i) Voice;

(ii) Data;

(iii) SMS; and

(iv) USSD.

(c) In approving, determining or reviewing the Benchmark Selling Price for any service, the Commission shall have regard to:

(i) prevailing retail prices for comparable offerings of that service in the market;

(ii) the need to ensure that the Benchmark Selling Price remains workable across the applicable tier-based revenue sharing structure;

(iii) the permitted deductions applicable to the relevant service in determining Shareable Revenue;

(iv) the need to prevent pricing outcomes that frustrate, restrict or render uneconomic the sustainable operation of applicable licensees; and

(v) such other factors as the Commission may consider relevant from time to time.

(vi) In determining the Benchmark Selling Price for any service, the Commission may disregard promotional, time-limited, bundled, loyalty-based, segmented or other non-comparable retail offers.

(vii) The Benchmark Selling Price shall constitute the reference selling price and starting revenue point for the determination of Shareable Revenue for the relevant service.

(4) In assessing pricing fairness, consideration shall be given to the actual operational responsibilities undertaken by the MVNO, including brand ownership, customer acquisition, billing, SIM responsibility, service platforms, switching, interconnection, numbering costs, customer care, fraud management and other relevant cost drivers.

(5) Shareable Revenue and Permitted Deductions

(a) Shareable Revenue shall be determined in accordance with the definition set out in section 1. A Host or MVNO shall not introduce, apply or recognise any charge, cost item, adjustment, allocation or mechanism as a deduction from Benchmark Selling Price for the purpose of determining Shareable Revenue unless such item is expressly permitted under these Business Rules or otherwise approved or determined by the Commission.

(b) Where a higher-tier licensee Hosts or enables a lower-tier MVNO, the revenue-sharing model shall reflect the actual architecture deployed and shall not assume functions that the MVNO does not in fact perform.

(6) Permitted deductions shall be limited to objectively verifiable items directly attributable to the relevant service. Such costs shall be clearly documented, auditable, and capable of independent verification by the Commission. No deduction shall be made in arriving at Shareable Revenue except:

(a) Interconnect Costs, in the case of voice and SMS services;

(b) Bandwidth Costs, in the case of data services; or

(c) such other deduction as may be expressly approved or determined by the Commission.

(7) Permitted deductions shall not be applied in a manner that results in margin squeeze or otherwise undermines effective competition.

(8) The following benchmark applicable to Revenue Sharing percentages (Gross revenue less permitted deductions) shall be applied to the Shareable Revenue for the relevant service.

MVNO tier	Indicative MVNO share	Indicative HNO/Host share
Tier 1	25%	75%
Tier 2	30%	70%
Tier 3	40%	60%
Tier 4	50%	50%
Tier 5	50%	50%

(9) The benchmark percentages in subsection (8) shall be taken into cognizance in the lawful commercial arrangement that reflects actual responsibilities and market realities.

(10) An MVNO operating at a particular Tier will have the applicable Revenue share related to providing the full scope of that Tier.

(11) Billing records, call data records, traffic summaries, recharge data, bundle usage data, discounts, adjustments and settlement reports shall be maintained in a form capable of reconciliation and independent verification by the Commission.

(12) Settlement disputes shall not, by themselves, justify arbitrary degradation, blocking or suspension of service except in accordance with the agreement and applicable regulatory requirements.

(13) Nothing in this section shall be interpreted or applied in a manner that results in predatory pricing, cross-subsidisation, margin squeeze or any other conduct that

distorts competition or materially undermines effective competition in the market.

(14) The benchmark percentages in subsection (8) constitute binding guidance. This shall not prejudice the parties' freedom to negotiate commercial arrangements in accordance with the applicable functions carried out by the MVNO with regard to meeting the scope of MVNO licence Conditions, however where parties agree on arrangements that depart from the benchmark guidance, the parties shall notify the Commission and obtain its approval before implementing the deviation.

11. Interconnection and Traffic Routing

(1) Interconnection rights and obligations shall follow the licence scope of the relevant MVNO tier and the Interconnection Regulations.

(2) Where an MVNO is lawfully entitled to interconnect, the Host or other relevant operator shall cooperate in good faith to establish the required arrangements within reasonable time.

(3) For lower-tier MVNOs not entitled to own or operate switching and interconnect elements, traffic shall be routed through the host architecture applicable to that tier.

(4) An HNO shall not use control of originating or terminating arrangements to delay voice or SMS reachability for an MVNO that has met the relevant technical and commercial prerequisites.

(5) No MVNO shall structure traffic in a manner that circumvents licence obligations, limitations, interconnect obligations, prohibitions on Call Masking and SIM boxing, numbering rules, quality obligations, settlement obligations or lawful interception requirements or any applicable regulatory requirement.

(6) An MVNO shall be able to terminate all categories of voice and SMS on any other licensee with which it has a direct interconnect.

12. Numbering, SIM, eSIM and Remote Subscriber Onboarding

(1) A Tier 1 MVNO shall not own switching, interconnection or service-layer elements for core service delivery. Its numbering resources shall be governed by subsection (2).

(2) Tier 1 and Tier 2 MVNOs shall obtain numbering resources exclusively through their authorised Hosts. Tier 1 MVNOs shall not be assigned or hold independent numbering resources. A Tier 2 MVNO shall obtain numbering resources through a Tier 4 or Tier 5 Host. Direct numbering assignments to MVNOs shall be restricted to eligible higher-tier MVNOs in accordance with subsection (3).

(3) Tier 3 and Tier 5 MVNOs may request or obtain numbering resources to the extent permitted by their licences and Commission approvals, while Tier 4 MVNOs may hold or manage numbering resources where permitted for the purpose of hosting or enabling lower-tier MVNOs or providing services in unserved or under-served areas as authorised by the Commission.

(4) Tier 2 rights relating to SIM issuance and service-layer control shall not be construed as authority to operate switching/interconnect functions or to obtain or hold independent numbering resources contrary to subsection (2).

(5) SIM issuance, storage, activation, swap, replacement, suspension, deactivation and audit trail responsibilities shall be expressly allocated in the commercial agreement and shall remain consistent with the applicable licence scope.

(6) No MVNO shall commence eSIM or remote subscriber onboarding unless its end-to-end customer verification, KYC, device compatibility, audit trail, activation controls, fraud checks and records-retention procedures comply with all applicable regulations and are capable of regulatory inspection.

(7) Where an MVNO relies on a Host platform for eSIM or remote provisioning, the outsourcing of technology shall not transfer away the MVNO's regulatory responsibility for lawful customer onboarding, unless the Commission expressly directs otherwise.

(8) The commercial agreement shall specify responsibility for profile download, activation approval, KYC verification, exception handling, duplicate identity checks, deactivation triggers and subscriber complaint management for eSIM services.

(9) Every MVNO and every relevant host shall comply fully with the Registration of Communications Subscribers Regulations, 2022 and its Business Rules as amended from time to time, the NIN-SIM linkage requirements, data protection obligations, lawful identity verification requirements and any subsequent directive of the Commission.

13. Infrastructure Planning, Capacity Allocation and Technical Visibility

(1) A Host shall provide to an MVNO, on a need-to-know basis and within such time as is reasonably required for implementation, sufficient technical, operational and implementation visibility necessary for onboarding, integration, testing, commercial launch and ongoing service delivery, including visibility relating to capacity planning assumptions, traffic thresholds, provisioning dependencies, interface specifications, environment readiness, testing windows, acceptance requirements and implementation milestones.

(2) A Host shall make available such network capacity, platform access, interfaces, technical resources, testing environments, provisioning support and

implementation assistance as are reasonably required for the MVNO's approved service model and for the timely onboarding and commencement of service by the MVNO.

(3) A Host shall not engage in any act or omission, nor impose any process, condition, dependency, sequence, approval requirement, technical restriction, documentation requirement, resource constraint or other measure, which has the purpose or effect of delaying, frustrating, restricting or preventing the onboarding, integration, testing, launch or scale-up of an MVNO operating within the scope of its Licence.

(4) Without prejudice to the generality of subsection (3), a Host shall not:

(a) subject an MVNO to arbitrary, opaque, discriminatory or unjustified capacity allocation;

(b) impose non-essential or duplicative procedural, technical or administrative requirements;

(c) delay the release of configurations, interfaces, APIs, credentials, test access, technical information or approvals reasonably required for implementation;

(d) apply internal sequencing, prioritisation or resourcing practices in a manner that unfairly postpones or impedes the onboarding of an MVNO; or

(e) otherwise withhold, defer or limit any dependency necessary for onboarding except on objectively justifiable technical, legal, security or regulatory grounds.

(5) A Host shall allocate and maintain capacity and implementation resources in a manner that is fair, reasonable, non-discriminatory, transparent and commensurate with the agreed service model, forecast demand, implementation plan and applicable service requirements and shall not allocate capacity in a manner that restricts, degrades or otherwise impairs the MVNO's ability to compete effectively in the market.

(6) Where a genuine technical, operational or capacity constraint arises, the Host shall promptly notify the affected MVNO and the Commission in writing, stating:

(a) the nature of the constraint;

(b) the cause of the constraint;

(c) the services, functions or milestones affected;

(d) the likely operational impact;

(e) the interim measures proposed to mitigate such impact; and

(f) the remediation plan and timeline for resolution.

(7) Any claim by a Host of technical infeasibility, capacity limitation, dependency failure, readiness delay or other implementation constraint shall be objectively justifiable, supported by contemporaneous records, and capable of verification by the Commission upon request.

(8) Infrastructure alignment, capacity provisioning, API readiness, service-platform provisioning, technical configurations, testing activities, issue resolution, approvals and launch readiness milestones shall be jointly tracked by the parties under a written implementation plan executed by authorised representatives of both parties.

(9) The implementation plan referred to in subsection (8) shall, at a minimum, identify deliverables, responsible parties, dependencies, target dates, acceptance criteria, escalation points, risk items and issue-resolution procedures, and shall be updated as may be necessary throughout the onboarding process.

(10) A Host shall not withhold or delay any approval, access, configuration, interface, parameter, credential, resource, test environment or other item reasonably required for onboarding except on grounds that are lawful, objectively justifiable and communicated in writing to the MVNO and, where required, to the Commission.

(11) Where the Commission determines that a Host has engaged in any conduct, practice or omission that unreasonably delays or prevents the onboarding, integration, launch or operation of an MVNO, the Commission may issue such directions as it deems fit, including directions relating to access, capacity allocation, technical enablement, milestone compliance, implementation support, interim measures and such other remedial actions as may be necessary to give effect to these Business Rules.

14. Quality of Service and Consumer Protection

(1) General Quality of Service and Consumer Protection Obligations:

(a) MVNOs shall comply with all applicable QoS standards and consumer protection instruments of the Commission.

(b) An HNO or other Host shall ensure that MVNO traffic is not degraded, throttled, deprioritised or treated unfairly relative to Comparable Traffic on the same network, as defined in Section 1, except as may be required by law, security controls, or regulatory requirements.

(c) Each MVNO shall maintain transparent tariffs, clear service descriptions, complaint channels, dispute handling procedures, outage notices, itemised billing where applicable and an approved customer service agreement or code where required.

(d) The MVNO shall be responsible for managing its relationship with its subscribers, including customer care and related obligations, in accordance with the Consumer Code of Practice Regulations 2024, without prejudice to any obligations of the Host under the relevant agreement.

(e) All billing and tariff frameworks adopted by the MVNOs must conform to the Tariff Simplification Guidelines issued by the Commission.

(2) Allocation of Quality of Service Responsibilities and Performance Monitoring

(a) The Commission shall maintain and may, from time to time, review a Quality of Service Responsibility Matrix specifying the respective Quality of Service obligations of Host Network Operators, Mobile Virtual Network Operators and relevant Infrastructure Providers.

(b) Responsibility for the performance of Radio Access Network Quality of Service indicators, including but not limited to Network Availability, Call Setup Success Rate (CSSR), Dropped Call Rate (DCR), Data Accessibility, Data Throughput, Radio Network Congestion and Coverage Availability, shall rest with the Host Network Operator.

(c) A Mobile Virtual Network Operator shall be responsible for the quality and performance of services within its operational control, including customer onboarding, subscriber provisioning, billing administration and accuracy, customer care services, service activation, retail tariff administration and complaint management.

(d) Where a Quality of Service degradation, failure or service interruption is attributable to the systems, networks or operations of both the Host Network Operator and the Mobile Virtual Network Operator, responsibility and any resulting regulatory liability shall be apportioned by the Commission based on its determination of the contributing fault or cause.

(e) Every Host Network Operator shall provide each hosted Mobile Virtual Network Operator with secure access to such operational information as may be necessary for performance monitoring and service assurance, including access to:

(i) network performance dashboards;

(ii) service assurance portals;

(iii) trouble ticket management systems;

(iv) Customer Experience Management (CEM) reports; and

(v) Service Level Agreement performance statistics.

(f) Any traffic prioritisation or traffic management policy implemented by a Host Network Operator shall be transparent, non-discriminatory, technically justified and made available for inspection by the Commission upon request.

(g) Where network congestion occurs, network resources shall be allocated on the basis of objective, transparent and technically justifiable engineering criteria.

(h) A Host Network Operator shall promptly notify the Commission of any traffic management practice, policy or measure that materially affects subscribers of a hosted Mobile Virtual Network Operator.

15. Reporting, Audit and Information Furnishing

(1) MVNOs and Hosts shall provide such periodic and ad hoc reports as the Commission may require, including reports on onboarding status, integration route by tier, integration delays, interconnection readiness, service launch, traffic, settlements, numbering utilisation, SIM or eSIM statistics, complaints, outages and quality indicators.

(2) The Commission may inspect systems, records, interfaces, technical logs, agreements, settlements and subscriber management records for the purpose of verifying compliance.

(3) Each party shall maintain proper records sufficient to show compliance with these Rules and with the relevant licence conditions.

16. Dispute Avoidance, Escalation and Resolution

(1) Each commercial agreement shall contain an escalation ladder with named commercial, technical and executive contact information.

(2) A technical dispute affecting onboarding or service continuity shall first be escalated between the designated technical leads within five (5) days.

(3) A commercial or contractual dispute not resolved at working-group level within ten (10) days shall be escalated to executive representatives of the parties.

(4) Either party may thereafter refer the unresolved matter to the Commission. Upon referral, the Commission may call for documents, convene meetings, issue interim directions, impose timelines, or make such determination as it considers appropriate under the Act and applicable regulations.

(5) Pending final resolution, neither party shall take retaliatory measures that unreasonably jeopardise subscribers, unless such action is required by law or expressly authorised by the Commission.

17. Enforcement

(1) Any breach of these Rules shall constitute a contravention and may attract directives, corrective measures, administrative sanctions, licence enforcement action, or any other measure permitted by the Act and subsidiary legislation.

(2) Without limiting the generality of subsection (1), the following may constitute material breaches:

(a) operating outside the scope of a licence tier;

(b) unreasonable delay of onboarding or integration;

(c) withholding technical information necessary for agreed integration;

(d) discriminatory quality treatment or capacity allocation;

(e) non-compliant eSIM or remote subscriber onboarding;

(f) bypass or circumvention of lawful routing or licensing limits; and

(g) anti-competitive pricing or revenue-sharing conduct.

18. Transitional Provisions

(1) Existing agreements shall be reviewed and aligned with these Rules within thirty (30) days of commencement, unless the Commission specifies otherwise.

(2) Where compliance with the alignment period specified in subsection (1) is impracticable due to the nature, complexity or duration of an existing commercial arrangement, the affected parties may apply to the Commission for an extension, supported by reasonable justification and a proposed compliance plan.

(3) Ongoing negotiations or onboarding programmes shall be migrated to the processes detailed in these Business Rules from the commencement date.

(4) Nothing in these Rules validates any existing arrangement that is inconsistent with the Act, an applicable regulation or an express licence limitation.

Schedule A – Operational Timelines

S/N	Activity	Responsible party	Timeline	Rule / notes
1	Acknowledge complete hosting request	Proposed Host	10 days from receipt of complete hosting request	8(3), (5): Completeness determined by Commission-approved ROIP; confirm commercial and technical contacts.
2	State readiness or information gaps; notify justified refusal where applicable	Proposed Host	20 days from receipt of complete hosting request	8(6)–(7): Specific, reasoned response; notify MVNO and Commission of refusal.
3	Commence technical negotiations	MVNO and Host	Within 10 days of positive response	8(8): Includes design and interconnection parameters.
4	Conclude commercial and technical agreements	HNOs / affected parties	Maximum 120 days from receipt of complete hosting request	9(6): Same start date as activities 1 and 2. Suspension or extension requires express Commission approval.
5	Constitute onboarding working group	Both parties	10 days after commercial terms are agreed	8(9): Adopt project plan and milestones.
6	File executed commercial agreement	Both parties	14 days after execution	9(1): Or other period directed by Commission.
7	Notify material agreement amendments	Parties	No later than 30 days after execution; before implementation where prior consent required	9(3).
8	Escalate unresolved technical dispute	Either party	Within 5 days	16(2): Use named technical leads.

S/N	Activity	Responsible party	Timeline	Rule / notes
9	Escalate unresolved commercial dispute	Either party	If unresolved at working-group level within 10 days	16(3)–(4): Escalate to executives; may thereafter refer to Commission.
10	Review and align existing agreements	All affected parties	Within 30 days from commencement	18(1)–(2): Subject to Commission direction or approved extension.

Where onboarding, integration, testing or commercial negotiations are delayed for reasons attributable to the MVNO, the Host shall document the delay, notify the MVNO in writing and refer the matter to the Commission in accordance with sections 8(4) and 16. All prescribed timelines shall remain applicable unless the Commission expressly approves a suspension or extension. No Host shall unilaterally suspend or extend a prescribed timeline. Subsequent requests for information shall not automatically suspend or reset a prescribed timeline (section 8(6)(b)). All periods in this Schedule are expressed in calendar days, subject to section 1.

Schedule B – Clarifying Notes by Tier

1. Tier 1 MVNO

(1) A Tier 1 MVNO shall operate strictly as a service-based MVNO within the scope of its licence.

(2) A Tier 1 MVNO shall provide retail services only through a Host.

(3) A Tier 1 MVNO shall not own or operate spectrum, radio access network, switching, interconnection or service-layer elements for core service delivery.

(4) A Tier 1 MVNO shall obtain numbering resources exclusively through its authorised Host and shall not hold independent numbering resources, in accordance with section 12(2).

(5) A Tier 1 MVNO may own or manage its brand, customer relationship management, content and applications, and such VAS hosting or SMSC-related functionality as may be lawful under its licence and any applicable regulatory instrument.

(6) The limited tariff control of a Tier 1 MVNO shall not be construed as permitting independent control of core tariff architecture, interconnection-related pricing elements, network-based charging functions, numbering-based pricing rights or any other function outside the scope of a Tier 1 licence.

2. Tier 2 MVNO

(1) A Tier 2 MVNO may own or operate permitted service-layer elements, including SIM-related platforms, intelligent network elements, EIR, HLR, AuC, HSS, billing platforms and customer management platforms, to the extent permitted by its licence.

(2) A Tier 2 MVNO shall provide retail services through a Host and shall onboard and integrate through a Host for switching, interconnection, numbering and transmission functions.

(3) A Tier 2 MVNO shall not own or operate spectrum, radio access network, switching or interconnection elements.

(4) A Tier 2 MVNO shall obtain numbering resources through a Tier 4 or Tier 5 Host. A Tier 2 MVNO shall not hold independent numbering resources, in accordance with section 12(2).

(5) The authority of a Tier 2 MVNO to issue SIMs or operate service-layer platforms shall not be construed as authority to operate switching or interconnection functions, or to obtain or hold independent numbering resources contrary to section 12(2).

(6) A Tier 2 MVNO shall not undertake an aggregator or enabling role unless separately licensed and expressly authorised to do so.

3. Tier 3 MVNO

(1) A Tier 3 MVNO may, within the scope of its licence and subject to applicable approvals, own or operate service-layer, switching and interconnection elements.

(2) A Tier 3 MVNO may provide retail services and may integrate either directly with an HNO or through a Tier 4 or Tier 5 Host, subject in each case to licence scope, technical readiness and regulatory compliance.

(3) A Tier 3 MVNO may interconnect in accordance with its licence, the applicable interconnection regulations and other relevant instruments issued by the Commission.

(4) A Tier 3 MVNO shall remain subject to all applicable obligations relating to interconnection, numbering, QoS, subscriber protection and regulatory compliance.

(5) A Tier 3 MVNO shall not own spectrum or frequency resources, and shall not be treated as an MVNO aggregator or enabler solely by reason of its ownership or operation of switching or interconnection elements.

(6) Shared rural coverage, numbering, interconnection and related extended functions of a Tier 3 MVNO shall remain subject to the express terms of its licence and any further approval of the Commission.

4. Tier 4 MVNO

(1) A Tier 4 MVNO shall primarily operate as an enabling and aggregation platform for lower-tier MVNOs within the scope of its licence.

(2) A Tier 4 MVNO may host or enable Tier 1, Tier 2 and Tier 3 MVNOs, and may provide shared infrastructure, OSS/BSS platforms, service provisioning support and related enabling functions to such lower-tier MVNOs, subject to applicable licence conditions, numbering and interconnection obligations.

(3) A Tier 4 MVNO may own or operate enabling, aggregation, OSS/BSS and shared platforms, and may own switching and interconnection elements to the extent permitted by its licence.

(4) A Tier 4 MVNO is not a general retail MVNO and shall not provide direct retail services except to the limited extent expressly permitted under its licence, including direct retail restricted to unserved or underserved regions only in the capacity of a Tier 3 operator.

(5) A Tier 4 MVNO may hold or manage numbering resources as assigned by the Commission for the purpose of hosting or enabling lower-tier MVNOs or

providing services in unserved or underserved areas as authorised by the Commission.

(6) A Tier 4 MVNO shall remain subject to all applicable obligations relating to hosting, onboarding, interconnection, numbering, QoS, subscriber protection and regulatory compliance

(7) A Tier 4 MVNO shall not exceed its licence scope by assuming functions not expressly permitted under its licence.

5. Tier 5 MVNO

(1) A Tier 5 MVNO may combine lower-tier MVNO capabilities to the extent expressly permitted under its licence and applicable regulatory instruments.

(2) A Tier 5 MVNO may host or enable Tier 1, Tier 2 and Tier 3 MVNOs, subject to applicable licence conditions, numbering and interconnection obligations.

(3) A Tier 5 MVNO may operate across lower-tier layers and may provide retail services only within the limits of its licence.

(4) A Tier 5 MVNO shall remain subject to all applicable obligations relating to hosting, onboarding, interconnection, numbering, QoS, subscriber protection and regulatory compliance.

6. General Clarifications Applicable to All Tiers

(1) In all cases, actual implementation shall remain strictly within:

(a) the exact licence scope granted to the operator;

(b) the approved hosting and integration model; and

(c) any applicable approval, direction or determination of the Commission.

(2) No MVNO shall, whether by contract, branding arrangement, outsourcing model, routing structure, technical architecture or other means, operate beyond the scope and limitations of its licence.

(3) No MVNO licensee of any tier shall provide Value Added Services or International Data Access independently of a lawful host arrangement; all such services shall be deployed through an HNO, or through a Tier 4 or Tier 5 Host, as applicable.

(4) No MVNO licensee shall own frequency spectrum resources.

(5) A Host shall not use onboarding, sequencing, technical information asymmetry, capacity allocation, access provisioning or related implementation processes to delay, frustrate or prevent the lawful operationalisation of an MVNO.

(6) Where any doubt arises as to the permitted scope of a tier, the provisions of the Act, applicable subsidiary legislation and the conditions of the relevant licence

shall govern in accordance with Section 2(4) of these Business Rules. Any unresolved question concerning the interpretation, scope or application of the relevant licence shall be referred to the Commission for clarification or determination.