

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CONSUMER PROTECTION
COUNCIL**

AND

**THE NIGERIAN COMMUNICATIONS
COMMISSION**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 19th day of December 2005 **BETWEEN** the **CONSUMER PROTECTION COUNCIL**, a statutory Agency established by the Consumer Protection Council Act No. 66 of 1992 and having its office at A2 Herbert Macaulay Way, Zone 6, Wuse, Abuja (hereinafter called "**the COUNCIL**") of the one part **AND THE NIGERIAN COMMUNICATIONS COMMISSION**, a statutory Agency established by the Nigerian Communications Act No. 19 of 2003 and having its office at No. 72, Ahmadu Bello Way, Central Business District, Abuja (hereinafter called "**the COMMISSION**") of the other part.

WHEREAS:

1. The Commission is the Sector Specific Regulator in the telecommunications industry with a statutory mandate to protect consumers as well as operators in that sector;
2. The Council is the apex agency of the federal government with a statutory mandate to seek redress for and protect consumers in all sectors of the economy including the telecommunications industry; and
3. To avoid regulatory overlaps and create regulatory certainty for the benefit of all stakeholders in the telecommunications sector, the parties hereto recognize a need for collaboration in the discharge of their functions as it relates to consumer protection in the aforesaid telecommunications sector.

IT IS HEREBY UNDERSTOOD AND AGREED as follows:

A. Scope of cooperation:

- i. The parties agree to fully cooperate and collaborate with each other in the discharge of their functions as it relates to the protection of consumers of products and services in the telecommunications sector in accordance with the terms of this Memorandum of Understanding.
- ii. The parties agree that this Memorandum of Understanding will be in their respective best interests and the interests of all consumers of telecommunications products and services and shall at all times act in such a way as to further the common interest of the parties in cooperation.
- iii. In no event shall the parties consider the cooperation to be, or in anyway act as though it were, a corporation, partnership or any other form of entity having any independent legal personality whatsoever and nothing in this Memorandum of Understanding shall entitle any of the parties to pledge the credit or incur any liabilities or obligations binding upon any other party except in so far as may be expressly agreed by the parties.

B. Obligations of the parties:

The obligations of the parties hereto shall be in relation to the specific subject matters hereinafter appearing or as may be mutually modified.

C. Sales Promotions:

- i. The Commission shall reserve the right to grant approvals for sales promotions in the telecommunications industry.
- ii. The Council shall be responsible for registering and monitoring sales promotions in the telecommunications industry where such sales promotions are targeted at consumers and involve providing a range of direct or indirect additional benefits usually on a temporary basis, designed to make goods, products or services more attractive to consumers.
- iii. The Commission recognizes the administrative necessity for the Council to charge a non-refundable fee of 1% of the aggregate benefits of a sales promotion, which in any case shall not exceed N1, 500, 000.00 for the registration/supervision of sales promotions PROVIDED that any review of fees by the Council beyond the aforementioned threshold shall be in consultation with the Commission. The aggregate fees per promotion shall relate only to such **goods and services** as are on offer in the said sales promotion.
- iv. Upon launching of the sales promotion, the Telecommunications operators must submit within three (3) days to the Council a request for registration and the fees due shall become payable.

D. Registration of products and services:

- i. Recognizing that the Commission is performing similar functions in this regards, the Council hereby agrees to exempt telecommunications Products and services from payment of registration fees under Section 1 (2) of the Consumer Protection (Products and Services Monitoring and Registration) Regulations 2005, however in the discharge of its statutory functions, the Council shall register telecommunications products and services at a filing fee of N2000 PROVIDED THAT any increase of the said filing fee shall be in consultation with the Commission.
- ii. The Commission shall at the request of the Council provide the Council with any information it may require for the purposes of registering telecommunications products and services.

E. Provision of Information:

The Commission may at the request of the Council provide any information, which the Council may require in the performance of its functions. Such information may include but shall not be limited to –

- a) Set standards for quality and grade of service;
- b) Set standards on telecommunications products, telecommunications equipment that are manufactured, imported or sold in Nigeria;
- c) Periodic updates on the approved tariffs and discounts for each category of telecommunications services.

F. Joint Implementation Committee:

- i. There shall be established a joint implementation Committee made up of officers of the parties hereto to review the implementation of this Memorandum of Understanding and such other matters that would promote collaboration and/or cooperation between the parties in the discharge of their duty to protect consumers.
- ii. The Joint Implementation Committee shall meet once in every quarter or at such other time as may be mutually agreed by the parties.
- iii. The Joint Implementation committee shall formulate consultative guidelines to be followed by the parties herein and stakeholders in the telecommunications industry where there are issues arising from the implementation of this Memorandum of Understanding or the discharge of the duty of the parties to protect consumers.
- iv. The parties will periodically review the results of their cooperation as contained in these covenants and when appropriate, shall consider the need for improvements and make suitable proposals for modifying and updating the covenants and the scope of this Memorandum of Understanding.

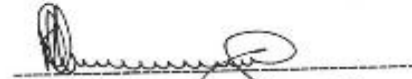
H. **Termination**

- i. This Memorandum of Understanding may be determined by either party giving to the other not less than twelve months previous notice in writing.
- ii. In the event of such determination, all obligations of the parties hereto shall cease.

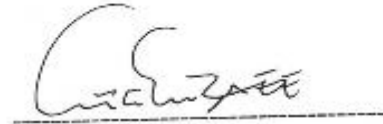
IN WITNESS HEREOF the within named parties have caused their seals to be affixed the day and year first above written.

The COMMON SEAL of the within named CONSUMER PROTECTION COUNCIL.

In the presence of



UMENYI, IFEYINWA (MRS)
DIRECTOR GENERAL



The COMMON SEAL of the within named NIGERIAN COMMUNICATIONS COMMISSION.

In the presence of



ENGR. ERNEST C. A. NDUKWE (OFR)
EXECUTIVE VICE-CHAIRMAN

