

MEMORANDUM OF UNDERSTANDING ON COOPERATION

BETWEEN

THE GOVERNMENT OF AUSTRALIA, AS REPRESENTED BY THE
AUSTRALIAN COMPETITION AND CONSUMER COMMISSION

AND

THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES, AS
REPRESENTED BY THE PHILIPPINE COMPETITION COMMISSION

ON IMPLEMENTATION OF COMPETITION LAW

Paragraph I Purpose

- 1.1 This Memorandum of Understanding (**Memorandum**) is intended to set forth a voluntary framework for cooperation between the Philippine Competition Commission and the Australian Competition and Consumer Commission, hereinafter referred to individually as “a Participant”, and collectively as “the Participants”.
- 1.2 The Participants recognise the importance of cooperation, consultation, and coordination to facilitate the effective implementation of competition law and policy in each country. The Participants have mutually consented to this Memorandum as a framework for this purpose.

Paragraph II Definition

- 2.1 The term “competition laws” means:
 - a. for the Philippines, the Philippine Competition Act (Republic Act No. 10667), and its implementing regulations, and any amendments thereto;
 - b. for Australia, the Competition and Consumer Act 2010 and its related regulations, and any amendment thereto.

Paragraph III
Forms of Cooperation

- 3.1 Subject to their laws, policies, and reasonably available resources, the Participants may cooperate, including by:
- a. sharing best practices through the exchange of officials, information, and experiences on matters of mutual interest, including:
 - i. information and experiences relating to enforcement of competition laws;
 - ii. merger regulation, review, and analysis;
 - iii. issues and trends in sectors, markets, and economic activities important to consumers and businesses; and
 - iv. effective competition policies, laws and regulations.
 - b. conducting workshops or training courses for the Participants' personnel and other officials, which may cover competition topics including, but not limited to:
 - i. development of investigative techniques;
 - ii. merger regulation, review, and analysis;
 - iii. development of legal and economic technical skills;
 - iv. emerging areas of concern in relation to competition; and
 - v. other areas deemed mutually beneficial to the Participants; and
 - c. collaborating on projects of mutual interest, including via international forums.

Paragraph IV
Notification and Consultation

- 4.1 Subject to their laws, policies, and reasonably available resources, each Participant intends to notify the other Participant of:
- a. investigations, proceedings (action), or merger review it is taking under its competition laws that it considers may significantly affect the interests of the other Participant; and
 - b. activities in the country of the other Participant that significantly affect the notifying Participant's interests with respect to competition.
- 4.2 Notification under subparagraph 4.1 will be given as early as practicable and where possible to allow time for consultation before commencing any such action.

- 4.3 Where a Participant considers its interests may be significantly affected by the actions of the other Participant, it may request consultation with the other Participant. In its request, the requesting Participant will indicate how the matter affects its important interests.

**Paragraph V
Workplan**

- 5.1 The Participants intend to develop a workplan to enable the cooperation activities contemplated under Paragraph III of this Memorandum, which will be settled and revisable by mutual consent. The need for a workplan will be reviewed after three (3) years.
- 5.2 The Participants will meet regularly, preferably at least once a year, to discuss the workplan and forthcoming cooperation activities. These meetings may take place virtually or in person. Where mutually convenient, meetings may be held in the sidelines of other international meetings.
- 5.3 Unless otherwise determined by the Participants in the workplan, the Participants will each bear their own expenses relating to the cooperation activities conducted pursuant to this Memorandum.

**Paragraph VI
Communication**

- 6.1 The Participants plan to each appoint a liaison for the purpose of communicating about this Memorandum.
- 6.2 Communications will be in English and may be carried out by telephone, electronic mail, videoconference, or in person meetings, as appropriate.

**Paragraph VII
Confidentiality**

- 7.1 The Participants do not intend to communicate information to each other if such an exchange of information:
- a. is prohibited by the laws or policies of a Participant governing the process of sharing the information with the other Participant; or
 - b. would be incompatible with the Participant's interests.

- 7.2 With respect to any information that is exchanged between the Participants, the recipient will, to the extent consistent with its laws:
- a. maintain the confidentiality of any such information communicated to it;
 - b. adhere to any conditions the Participant who provides the information imposes; and
 - c. seek written consent from the Participant who provides the information for any release or disclosure of the information.
- 7.3 In the event of any unauthorised access to information, the Participants will:
- a. promptly notify the affected Participant of the occurrence;
 - b. take all necessary steps to limit the unauthorised access to the information; and
 - c. take all necessary steps to prevent a recurrence of the event.

Paragraph VIII Final Provisions

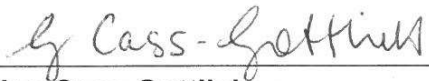
- 8.1 This Memorandum will come into effect on the date it has been signed and will continue to be valid unless terminated in accordance with Paragraph 8.7.
- 8.2 The Participants will each bear their own costs associated with implementing this Memorandum, subject to fund availability and their respective government accounting and auditing rules. This Memorandum will not create any financial rights or obligations between the Participants.
- 8.3 The Participants will periodically evaluate the effectiveness of this Memorandum and activities conducted under it.
- 8.4 This Memorandum may be amended at any time by mutual written consent of the Participants.
- 8.5 The Participants reserve their full discretion in implementing the Memorandum and nothing is intended to change existing laws, policies, agreements, or treaties, or create legally binding or enforceable rights or obligations.
- 8.6 Any differences regarding the interpretation or application of this Memorandum will:
- a. be settled amicably by consultation between the Participants
 - b. not be referred to any tribunal or third party for settlement.

8.1 This Memorandum may be terminated by either Participant giving at least 30 days written notice to the other Participant. The Participants will consult to determine how any outstanding matters will be dealt with.

Signed in Canberra, Australia on 28 February in duplicate originals in English.

**For the Government of Australia, as
represented by Australian Competition
and Consumer Commission**

**For the Government of the Republic of
the Philippines, as represented by
Philippine Competition Commission**



Gina Cass-Gottlieb

Chair

Australian Competition and Consumer
Commission



Michael G. Aguinaldo

Chairperson

Philippine Competition Commission
