

# **Memorandum of Understanding on Anti-Monopoly Cooperation**

*between*

**the Australian Competition and Consumer Commission**

*and*

**the Ministry of Commerce of the People's Republic of China**

## **Foreword**

The Australian Competition and Consumer Commission (ACCC) and the Ministry of Commerce of the People's Republic of China (MOFCOM) (hereinafter referred to as “the Parties”),

Recognizing the importance of co-operation in the field of competition for promoting the effective implementation of competition law and policy in their respective countries,

Hereby agree as follows:

### **Article 1 Purpose of Cooperation**

The purpose of this Memorandum of Understanding (MoU) is to enhance the partnership of the Parties by providing a sound mechanism for their communication and cooperation in the fields of competition law and policy, including the enforcement.

### **Article 2 Scope of Cooperation**

For cases which are subject to the review of both Parties, subject to confidentiality requirements, the Parties may exchange information on issues including but not limited to definition of relevant market, theory of harm, competitive impact assessment and the design of remedies;

Other cooperation between the Parties will be based upon a workplan agreed by both Parties. Each year both parties will discuss the workplan for the forthcoming year. Under the workplan, the Parties shall carry out cooperation in the following areas, within the bounds of their respective law and in accordance with their shared interest:

- 2.1 Exchanging information regarding developments in their respective competition legislation, enforcement and policy;
- 2.2 Providing comments on drafts of each other's competition law, regulations and other legal documents;
- 2.3 Sharing competition law enforcement experience where appropriate;
- 2.4 Sharing practice and experience with respect to law enforcement capacity building;
- 2.5 Exchanging views over issues relating to international cooperation on competition law and policy; and
- 2.6 The Parties may jointly agree specific cooperative projects.

### **Article 3 Format of Cooperation**

The Parties will meet regularly, preferably at least once a year, at agreed times in China and Australia alternately or in the margins of regional meetings to update each other on their respective competition law and policy and to exchange view and information over issues of common interest.

As to enforcement, the Parties may communicate by means of visits and telephone/video conference.

### **Article 4 Liaison Point**

To ensure effective communication, the Parties each appoint a Liaison Point from their respective offices.

## **Article 5 Cooperation Resources**

This Memorandum of Understanding is not meant to obligate resources in terms of funds, time, staff and other administrative resources.

Both Parties agree on the following principles for meetings and visits: the host Party will be responsible for providing venues and bear the relevant expenses. The visiting Party shall be responsible for expenses incurred for international travel, local transportation, accommodation and meal and subsistence costs. Costs for telephone/video conference shall be borne by the Parties on their own.

Wherever possible, visit requests from Parties' regional or local offices will be channelled through each Party, to ensure coordination.

## **Article 6 Confidentiality**

It is understood that the Party may decline the request to communicate information to the other Party if such communication is prohibited by the laws governing the Party possessing the information, or for any other reason including where the request may induce conflict of interests.

Each Party will keep the information provided by the other according to this MoU confidential unless:

- (a) they obtain prior agreement otherwise; or
- (b) the Party is required to disclose the information pursuant to a legal requirement.

## **Article 7 Dispute Resolution**

The Parties will resolve through consultations any divergences or disputes arising out of the interpretation or application of this MoU.

## **Article 8 Legal Effect**

This MoU is not legally enforceable and does not affect the rights and obligations of the Parties acquired under existent agreements or memoranda in which the Parties are themselves involved.

**Article 9 Entry into Force and Termination**

This MoU shall come into effect on the date of signature. Either Party may terminate the MoU upon thirty (30) days written notice to the other Party.


Signed on May 20, 2014 in Beijing in duplicate in the English and Chinese languages, both texts being equally authentic.

For the Australian Competition and  
Consumer Commission

For the Ministry of Commerce of the  
People's Republic of China

Representative

Representative



D. Sims

