



Memorandum of Understanding between

The Directorate-General Competition of the European Commission

and

the Competition Commission of South Africa,

hereinafter referred to as the “Sides”,

on cooperation in the field of competition law and enforcement.

Having regard to the importance of cooperation of the Sides for the effective enforcement of the competition laws in the European Union and South Africa, the Sides have reached the following understanding:

I. PURPOSE

1. The purpose of the present Memorandum of Understanding is to further strengthen cooperation between the two Sides in the area of competition law enforcement.
2. The present Memorandum of Understanding is based on the understanding of equality and mutual benefit.

II. COOPERATION

3. Cooperation between the Sides under the present Memorandum of Understanding will be subject to the respective laws of the Sides, and in particular the protection of confidential information and business secrets as provided under relevant competition laws of the Sides.
4. The Sides acknowledge that it will be in their mutual interest to exchange non-confidential information, experiences and views with regard to:

- a) Competition policy and enforcement developments in their respective jurisdictions, including with regard to investigations of competition law infringements;
- b) Operational issues affecting the efficiency and/or effectiveness of the respective Sides;
- c) Multilateral competition initiatives, such as interactions with the International Competition Network, the Organization for Economic Cooperation and Development, the World Intellectual Property Organization and the United Nations Conference on Trade and Development;
- d) Competition advocacy including raising awareness of companies and the wider public about competition legislation and enforcement;
- e) Technical cooperation initiatives in the area of development of competition policy and law and its enforcement. Subject to the availability of resources to both Sides, these initiatives may include:
 - a. Exchange of staff
 - b. Organisation of capacity building activities such as seminars and training workshops.

5. Should the Sides pursue enforcement activities concerning the same or related cases they will endeavour to coordinate their enforcement activities, where this is possible.

III. ASSISTANCE TO BE PROVIDED BETWEEN THE SIDES

6. If one of the Sides believes that anti-competitive actions carried out on the territory of the other Side adversely affect competition on the territory of the first Side, it may request that the other Side initiates appropriate enforcement activities as per its applicable competition law.

7. The requested Side will consider the possibility of initiating enforcement activities or expanding on-going enforcement activities with respect to the anti-competitive actions, identified by the requesting Side, in accordance with the requirements of its legislation and will inform the other Side about the results of such consideration.

8. Nothing in this Memorandum of Understanding will limit the discretion of the requested Side to decide whether to undertake enforcement activities with respect to the anti-competitive actions identified in the request, or will preclude the requesting Side from withdrawing its request.

IV. AVOIDANCE OF CONFLICTS

9. The Sides acknowledge that it will be in their common interest to minimize any potentially adverse effects of one Side's enforcement activities on the other Side's interests in the application of their respective competition laws.
10. Should one Side inform the other Side that enforcement activities of the latter may affect the informing Side's interests in its application of its competition law, the other Side will endeavour to provide an opportunity to exchange views and conduct consultations on the issues raised by the informing Side consistent with the interests of the Sides.
11. The Sides will endeavour to discuss between them any questions arising from the implementation of the present Memorandum of Understanding, including questions on the interpretation or application of the present Memorandum of Understanding in as timely a manner as circumstances permit.

V. MEETINGS

12. The Sides will endeavour, in case of need, to conduct meetings to:
 - a. discuss current issues, experiences and new developments of mutual interest with respect to competition policy development, legislation and enforcement or the operation of the present Memorandum of Understanding;
 - b. exchange non-confidential information on the competition environment in economic sectors of common interest;
 - c. exchange views with respect to multilateral competition initiatives.
13. The Sides will take advantage of the opportunities to meet within the framework of the international events in which both Sides take part as well as use, where appropriate, telephone and electronic mail as means of communication.

VI. EXISTING LEGISLATION AND CONFIDENTIALITY OF INFORMATION

15. Nothing in the present Memorandum of Understanding will require any Side to take any actions or to refrain from acting in a manner inconsistent with the existing legislation of the Sides or will require any change to that legislation.
16. Neither Side will be required to communicate information to the other Side if communication of such information is prohibited by the legislation of the Side possessing this information or if it would be incompatible with the interests of that Side in its application of the competition law.

VII. COMMUNICATIONS UNDER THE PRESENT MEMORANDUM OF UNDERSTANDING

17. Each Side will designate a contact point to which the information necessary for the effective execution of the present Memorandum of Understanding will be communicated. The working language will be English.

VIII. FINANCIAL OBLIGATIONS

18. The Sides will, with regard to the implementation of this Memorandum of Understanding and any activities arising from it, bear its own expenses, unless otherwise agreed upon by the Sides.

IX. OBLIGATIONS UNDER INTERNATIONAL LAW

19. The present Memorandum of Understanding shall not be considered as an international treaty and does not establish or purport to establish any legal rights or obligations.
20. The Sides will apply the provisions of this Memorandum of Understanding on a voluntary basis.

X. AMENDMENT


21. This Memorandum of Understanding may be revised or amended in writing by agreement between the Sides.

XI. TAKING EFFECT, DURATION AND TERMINATION

22. This Memorandum of Understanding shall take effect on the date of signature.
23. This Memorandum of Understanding may be terminated by either Side by giving two (2) months' written notice in advance to the other Side of its intention to terminate it.
24. The termination of this Memorandum of Understanding shall not affect any activities, programs and projects undertaken by the Sides prior to the termination thereof, or the full execution of any cooperative activity that has not been fully executed at the time of termination, unless otherwise agreed upon in writing by the Side.


The present Memorandum of Understanding is signed in Brussels on 22 June 2016 in two copies, each in the English language.

FOR THE DIRECTORATE-
GENERAL COMPETITION
OF THE EUROPEAN COMMISSION



Margrethe Vestager
Member of the European Commission

FOR THE COMPETITION COMMISSION
OF SOUTH AFRICA



Tembinkosi Bonakele
Commissioner