

**Cooperation Agreement between the CARICOM Competition
Commission
and the Competition Commission of the Common Market for Eastern
and Southern Africa (COMESA)
in the spheres of Competition and Consumer Protection Law and Policy**

The **CARICOM Competition Commission** and the **COMESA
Competition Commission** hereinafter collectively referred to as the Parties,

RECOGNIZING the role of the CARICOM Competition Commission as an international organization established pursuant to Chapter VIII of the Revised Treaty of Chaguaramas 2001("RTC") with its own legal personality as provided under the Agreement establishing the Seat and Office of the Competition Commission for the purpose of the implementation of the Community Competition Policy situate at Hendrikstraat #69, Paramaribo, in the Republic of Suriname. Further, recognizing the role of the CARICOM Competition Commission in: (i) promoting and protecting competition and enhancing economic efficiency in production, trade and commerce among the Member States of the Caribbean Community including the Caribbean Single Market and Economy; (ii) in applying the rules of competition as legislated by the Member States in respect of anti-competitive cross-border business conduct and (iii) in promoting consumer welfare and protecting consumer interests in the Member States aforesaid; **AND**

RECOGNIZING the role of the COMESA Competition Commission established under the COMESA Competition Regulations 2004 which are founded on Article 55 (3) of the *Treaty Establishing the Common Market for Eastern and Southern Africa signed on 5 November 1993*. Further recognizing the role of the COMESA Competition Commission in promoting and protecting competition in the Common Market; in monitoring, investigating, detecting, making determinations or taking action to prevent, prohibit and/or penalise undertakings whose business conduct appreciably restrains competition within the Common Market with respect to trade between Member States; **AND**

EXPRESSING the intention to promote cooperation between the Parties in the fields of competition and consumer protection; **AND**

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HIGHLIGHTING the role of competition and consumer protection in promoting effective development of the respective national and regional economies; **AND**

AIMING at the development of a institutional relationship on a long-lasting basis between the Parties; **AND**

RELYING on the principles of equality and mutually beneficial cooperation,

THE PARTIES HAVE AGREED AS FOLLOWS:

1. The purpose of this Cooperation Agreement is to promote collaboration between the Parties in the areas of competition policy, competition law enforcement and consumer protection.

2. The Parties intend to collaborate in the above-mentioned areas by means of:

- a) exchanging knowledge and experiences in the area of regional economic integration law, policy and practice;
- b) exchanging knowledge and experiences in the area of regional competition and consumer protection laws.
- c) exchanging knowledge and experience in investigating violations of competition and consumer protection rules;
- d) exchanging information on regulatory legal acts, statistical and reference materials and other documents;
- e) exchanging experience in conducting analysis of markets for goods and services, to include digital markets;
- f) holding joint consultations, meetings and conferences on current competition and consumer protection related issues;
- g) holding consultations on drafting legal and policy instruments, regulating relations in the sphere of competition and consumer protection policies and laws
- h) conducting joint studies or market inquiries in relevant economic sectors and markets;
- i) participating of one Party's representatives in the events held by the other Party, in particular, specific workshops, educational programs and conferences on the issues of mutual interest (dates, venues, virtual platforms, and resource allocations to be determined upon mutual consultation in each case);
- j) other forms of cooperation representing the Parties' mutual interests.



3. Any exchange of information between the Parties is possible only on condition that it is not confidential. However, where disclosure of confidential information is strictly necessary for purposes of this Agreement, and only upon condition that written consents or waivers have been obtained from the owners or beneficiaries of the said confidential information, the Parties undertake to keep confidential third party documents, information or data acquired as a result of or pursuant to this Cooperation Agreement and shall not disclose the confidential information without the prior consent of the other Party. This obligation shall survive the termination of the Cooperation Agreement.

4. Coordination of interaction between the Parties within the framework of implementing this Cooperation Agreement shall be carried out by:

- a) on behalf of the CARICOM Competition Commission – through the **Office of the Executive Director of the Commission** and any officer designated by that Office;
- b) on behalf of the COMESA Competition Commission – through the office of the **Director and Chief Executive Officer** of the Commission and any officer designated by that Office.

5. The Parties may create programmes of cooperation and plans to implement joint activities and for this purpose to develop an Implementation Work Plan to guide activities. The terms, procedures and budget of joint activities will be subject to agreement by the Parties in each case. The Implementation Work Plan may be set out as a separate document based on this Agreement. For the avoidance of doubt, where feasible the Parties may also agree and execute on an *ad hoc* basis specific initiatives and activities not included in the Implementation Work Plan.

6. Any disputes arising under this Cooperation Agreement shall be settled amicably by the Parties.

7. This Cooperation Agreement is not an international agreement, does not create rights and obligations regulated by international law and does not impose any financial obligations on the Parties.

8. This Cooperation Agreement may be amended by the signing of a written communication upon mutual agreement of the Parties.
9. This Cooperation Agreement shall enter into force upon signature by the Parties and will remain in force unless terminated by either Party.
10. Either Party may terminate this Cooperation Agreement by giving the other Party sixty (60) days written notice of intention to terminate this Agreement. Termination shall take effect upon expiry of the sixty (60) day notice period. Unless mutually agreed, the termination of this Cooperation Agreement shall not affect the implementation of any ongoing activities and projects commenced before such termination.
11. Each Party recognizes the necessity to ensure confidentiality of all information communicated by the other Party pursuant to this Agreement in accordance with its enabling treaty, statute or regulations.
12. Each Party commits to observing relevant legal rules including but not limited to business confidentiality, professional secrecy, and the protection of personal data.
13. The Parties agree that each shall retain their exclusive ownership of all intellectual property rights in any or all materials, reports, technical, created individually by each Party or for that portion of a shared creation under this Agreement and any reference to or use of information shared pursuant to this Agreement shall be rightfully attributed to the owner.
14. All expectations, commitments, initiatives or activities under this Agreement are subject to the availability of funds and each Party's budgetary priorities. For the avoidance of doubt, this Agreement does not oblige or compel any expenditure of funds.
15. Each Party warrants in accordance with its enabling Treaty as recognized in the Preamble of this Agreement its capacity to enter into this Agreement and to participate in the activities contemplated herein, in particular the activities under clause 2.
16. The Heads of Agencies or their designated representatives of the Parties will virtually or physically meet as may be convenient, at least once

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every twelve (12) months or when necessary to discuss relevant issues or execute relevant activities including competition matters in relevant regulated economic sectors, industries or markets, as well as consumer protection matters, and policy and legislative developments as are appropriate.

17. Pursuant to clause 16 one (1) month in advance of the agreed date for the meeting the Parties will settle logistics and procedures for the meeting and in doing so they will agree on the:
 - a) meeting agenda; and
 - b) any documents for prior circulation ahead of the Meeting.
18. Any notice or other communication required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or other communication shall be deemed to have been made if sent by electronic mail or facsimile to the electronic mail address or facsimile number of the Party to whom it is being sent as may be notified by that Party from time to time.
19. Where any notice or other communication is sent by electronic mail or facsimile same will be deemed to have been received one (1) working day after the date and time of the sending of the notice to the electronic address or facsimile address notified under clause 18.
20. The Parties acknowledge and agree that this Cooperation Agreement and any other document to be sent in connection herewith may be signed or executed either by physical or electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (for example, via Portable Document Format (PDF) of an original signature.
21. Nothing in this Agreement constitutes any Party as the agent, employee, or partner of the other Party.
22. The Parties jointly and severally undertake to use their reasonable endeavours to facilitate the achievement of the purpose and terms of this Agreement.

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The undersigned, duly authorized by their respective organizations as Parties hereto, have signed this Agreement as follows:



SIGNED for and on behalf of the

CARICOM COMPETITION COMMISSION

by: MR. JUSTICE CHRISTOPHER BLACKMAN
CHAIRMAN

On 1st December 2022



SIGNED for and on behalf of the

COMESA COMPETITION COMMISSION

by: DR. WILLARD MWEMBA

DIRECTOR & CHIEF EXECUTIVE OFFICER

On 08. December 2022