



Agreement of Technical Cooperation between the Federal Economic Competition Commission (COFECE) of the United Mexican States and the CARICOM Competition Commission, Suriname

This Agreement of Technical Cooperation (Agreement) is concluded between the Federal Economic Competition Commission (“**COFECE**”) and the CARICOM Competition Commission (“the **Commission**”), hereinafter referred to severally as “the Party” and collectively as “the Parties”.

The Parties:

Taking into consideration that the defense of competition has the purpose of promoting a greater efficiency in the allocation of the productive resources in markets thereby increasing the welfare of consumers;

Considering the importance of capacity building and the training of professionals who are part of the authorities responsible for the enforcement of competition laws; and

Recognizing that international technical cooperation constitutes a fundamental element for strengthening institutional capacities and the effective formulation and enforcement of competition law and policy.

Have agreed to the following:

ARTICLE 1
Objective

The objective of this agreement is to establish the basis of collaboration between the Parties for capacity building and institutional development, through the implementation of technical cooperation activities and the exchange of experiences on the enforcement of competition law; as well as those related to the advocacy of competition policy in their respective jurisdictions.

The parties will cooperate with and provide assistance to each other, to the extent consistent with the laws and regulations in force in their respective countries, their reasonable available resources and their respective interest.

ARTICLE 2
Competition Authorities

The Parties declare:

1. COFECE is an autonomous constitutional entity with its own legal personality and patrimony, its purpose is to guarantee free market access and economic competition, as well as prevent, investigate and combat monopolies, monopolistic practices, concentrations and other restrictions to the efficient functioning of markets in accordance with Article 28, Fourteenth paragraph of the Political Constitution of the United Mexican States and the Federal Economic Competition Law, and its



Chairwoman has the power to sign the present agreement in accordance with section VII, article 12 of its Organizational Statute.

2. The Commission is a regional body established pursuant to Chap. VIII of the Revised Treaty of Chaguaramas (RTC) with its own legal personality for the purposes of the implementation of the Community Competition Policy.

ARTICLE 3

Cooperation Modalities

Cooperation activities can be developed through, but not be limited to, the following modalities:

a) Internships and capacity building for civil servants, professionals, public officials, personnel and/or employees of the Parties, to:

- i. Experience "in situ" the development and analysis of competition policies and legal instruments such as those used in trial-like procedures and resolutions, enforcement, investigations and concentrations;
- ii. Know the content and effects of the resolutions issued by the Parties, and
- iii. Know those aspects related to the institutional organization and administration, which can strengthen the effectiveness of the implementation of competition policy in their respective jurisdictions.

The Parties must agree in writing to the object, content and period of execution of capacity building and internships, as well as all those terms of administration and organization that are necessary for the timely execution of each activity.

b) Conduction of courses, workshops or seminars will be focused on:

- i. The exchange of experiences and theoretical knowledge about the type and methodology of analysis applied in investigative procedures and concentrations;
- ii. sharing the experiences and knowledge of trial-like procedures and declarations of substantial market power and competition conditions, as well as the process for execution of determinations issued by each authorities' Board of Commissioners;
- and
- iii. Share experiences and results related to regulatory studies and market analyses conducted in their respective jurisdictions.

c) Formal and informal consultations on aspects relevant to the enforcement of competition laws;

d) Detection of anticompetitive activities and in the enforcement of their legislation on competition matters;

e) Exchange of information for the effective enforcement of its legislation in competition matters;

f) Exchange of knowledge on the conduct of quantitative economic analysis and conduct of market studies and reviews; and

g) Any other form of cooperation that the Parties deem appropriate.

ARTICLE 4

Mutual undertaking

The Parties agree to carry out the cooperation activities referred to in this agreement, in accordance with their respective competences, institutional directives and applicable legislation.

ARTICLE 5

Consultations between the Parties

The institutional representatives referred to in Article 7, may carry out the consultations they deem necessary provided they are related to the objective of this Agreement and are intended to:

- a) Exchange experiences on the efforts and priorities in the enforcement of their competition laws;
- b) Exchange experiences on economic sectors of common interest;
- c) Discuss changes in the enforcement of competition laws and advocacy policies under study, and
- d) Discuss and present other matters of mutual interest related to the enforcement of competition laws.

Exchanges of experiences may be carried out for thematic aspects, when possible.

ARTICLE 6

Exchange of Information

Nothing in this Agreement shall require the Parties to provide information classified as confidential or reserved, or considered sensitive by the Parties and/or the competent authorities of their respective jurisdictions, in accordance with the applicable legislation.

The Parties agree that their officers, professionals, civil servants, staff and/or employees maintain full confidentiality regarding the information provided in connection with the activities developed in accordance with this agreement. COFECE provides a non disclosure agreement that must be signed prior to the capacity building program or internship.

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ARTICLE 7

Institutional Managers

In order to have a follow-up mechanism for the development of the activities referred to in this agreement, the Parties designated as institutional managers are:

- i. From COFECE, David Lamb de Valdés, Head of the Planning, Institutional Relations and International Affairs Unit (UPVAI).
- ii. From the Commission, Nievia Ramsundar, Executive Director and/or Rommell Hippolyte, Competition Department.

ARTICLE 8

Financing

The Parties will finance the cooperation activities with the resources allocated in their respective budgets, in accordance with their availability, budgetary impact or the provisions of their national legislation.

Expenses generated by the internships and capacity building activities described in Article 3(a) of this agreement, including salaries, air transportation, medical insurance, local transportation, food and lodging, shall be borne by the sending Party, unless the call for a specific program establishes alternative financing mechanisms or as otherwise agreed by the Parties in writing.

ARTICLE 9

Designated Staff

The personnel commissioned by each one of the Parties for the implementation of the cooperation activities under this Agreement, will continue under the direction and dependence of the institution to which it belongs so no labor relations will be created with the other Party, which in no case would be considered as a substitute or solidary employer; the absence of a labor relationship is extensive to the parties that carry out the capacity building program, training or internship, who, when applicable, will maintain the relationship with the Party who selected them.

ARTICLE 10

Entry and exit of Personnel

The Parties shall make representations to the competent authorities of their jurisdiction to facilitate the entry, stay and departure of the participants who, in an official manner, intervene in the cooperation activities deriving from this Agreement. Said participants will be subject to the migratory, fiscal, customs, sanitary and national security regulations in force in the receiving country and will not be able to engage in any activity outside their functions. The participants will leave the receiving country, in accordance with the laws and provisions thereof.

ARTICLE 11
Intellectual Property

The Parties agree that each shall retain their exclusive ownership of all intellectual property rights in any or all materials, reports, technical information and other information created individually by each Party and any reference to or use of information shared pursuant to this Agreement shall be rightfully attributed to the owner.

ARTICLE 12
Participant Responsibility

Participants will be the sole and direct individual liable to third parties and to the Party that appointed them in the event of a dispute, claim, suit or demand of any kind or nature that arise from any conduct, act or omission in which they incur, for which the receiving Party is released from any possible litigation in said regards.

ARTICLE 13
Final Provisions

This Agreement will enter into force as of the date of its signing and will remain in force for a period of five (5) years, extendable for periods of equal duration, unless either of the Parties declares its decision to have it terminated, by written communication addressed to the other Party, thirty (30) days in advance, without any additional requirements. During this period, the Parties must conclude or cancel the activities pending execution.

This Agreement may be modified by mutual consent of the Parties through written communications which specify the date of its entry into force.

ARTICLE 14
Settlement of Disputes

The Parties, agree that any dispute arising from the direct interpretation, enforcement or implementation of the Agreement shall be settled amicably and in good faith, through negotiation and consultation between the Parties. pw

ARTICLE 15
Official Addresses

The Parties indicate their official address as:

COFECE is located at Av. Revolución 725, Santa María Nonoalco, 03700 Ciudad de México.

The Commission, located at Hendrickstraat 69, Paramaribo, Suriname.

The foregoing without prejudice to the communication that the Institutional Managers may have by any means for the fulfillment and execution of this Agreement.

Signed in _____ in duplicate _____ on September 15, ²⁰²⁰ ~~2019~~, in the English and Spanish languages, each text being equally authentic.

**FOR THE FEDERAL ECONOMIC
COMPETITION COMMISSION OF THE
UNITED MEXICAN STATES**



Alejandra Palacios Prieto
Commissioner, Chairwoman *dw*

**FOR THE CARICOM
COMPETITION COMMISSION**



Justice Christopher Blackman
Commissioner, Chairman

