

MEMORANDUM OF UNDERSTANDING

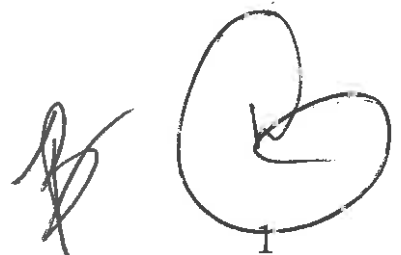
BETWEEN

COMPETITION COMMISSION SOUTH AFRICA

AND

NAMIBIAN COMPETITION COMMISSION

**IN THE FIELD OF COMPETITION LAW,
ENFORCEMENT AND POLICY**

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PREAMBLE

Competition Commission South Africa ("CCSA"), and the Namibian Competition Commission ("NaCC") (hereinafter jointly referred to as the "Parties" and separately as a "Party");

DESIRING to promote cooperation in the field of competition law enforcement and policy;

HAVING regard to Article 40 of the Southern African Customs Union ("SACU") Treaty of 2002; and the Southern African Development Community ("SADC") Declaration on Regional Cooperation in Competition and Consumer Policies of 2009;

CONSIDERING section 82(4) of the Competition Act of South Africa, 1998 (Act No. 89 of 1998) and section 16(1)(b) of the Competition Act of Namibia, 2003 (Act No. 2 of 2003);

AIMING to create favourable conditions for the development of bilateral relations;

DESIRING to ensure conditions for the effective functioning of markets for goods and services;

STRESSING the role of competition in the effective development of the economy; and

BASED on the principles of equality and mutual benefit,

HEREBY AGREE as follows:

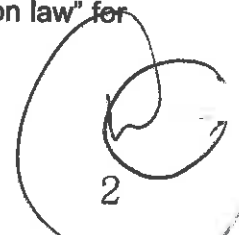
ARTICLE 1

DEFINITIONS

In this Memorandum of Understanding (hereinafter referred to as "MOU"), unless the context otherwise indicates—

"competition law" means—

- (a) for the Competition Commission South Africa: the Competition Act of South Africa, 1998 (Act No. 89 of 1998);
- (b) for the Namibian Competition Commission: the Competition Act of Namibia, 2003 (Act No. 2 of 2003); and
- (c) any amendments to the above Acts, and such other laws or regulations as the Parties may from time to time agree in writing to be "competition law" for the purposes of this MOU;



“enforcement activity” means any investigation or proceeding conducted by a Party in relation to the competition law it administers and enforces.

**ARTICLE 2
COOPERATION**

- (1) Where both Parties are pursuing enforcement activities with regard to the same or related matters, the Parties shall endeavour to cooperate where appropriate and practicable.
- (2) Cooperation in terms of this MOU must be consistent with each Party's domestic laws and regulations and, in particular, those protecting confidential information.

**ARTICLE 3
COMPETENT AUTHORITIES**

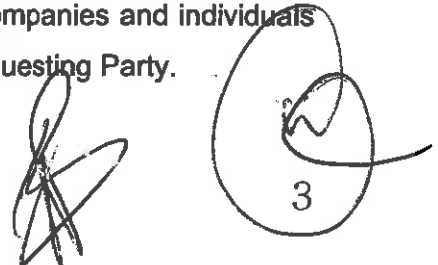
The competent authorities responsible for the implementation of this MOU shall be—

- (a) in the case of South Africa, the Competition Commission of South Africa; and
- (b) in the case of Namibia, the Namibian Competition Commission.

**ARTICLE 4
FORMS OF COOPERATION**

Cooperation under this MOU may include the following activities in the field of competition law enforcement and policy:

- (a) Providing with the fullest mutual assistance possible in investigations or enforcement proceedings pertaining to violation of any laws or regulations under the scope of this Agreement, including service of process of companies and individuals located in the requested Party's territory on behalf of the requesting Party.



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- (b) Sharing experiences in the practical enforcement of competition law;
- (c) exchanging views on substantive competition policy issues;
- (d) joint work on the development of scientific and methodological research in the field of competition law enforcement and policy;
- (e) rendering of technical assistance and exchanges of expert studies;
- (f) the exchange of information;
- (g) staff exchanges; and
- (h) any other areas of cooperation that may be jointly decided upon by the Parties.

**ARTICLE 5
FINANCIAL OBLIGATIONS**

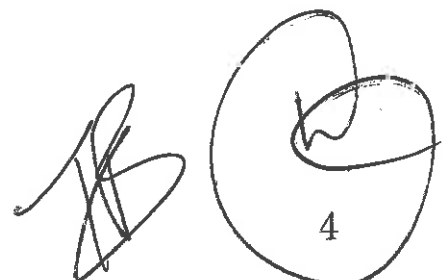
The Parties shall, with regard to the implementation of this MOU and any activities arising from it, bear its own expenses, unless otherwise agreed upon by the Parties.

**ARTICLE 6
CONFIDENTIALITY**

No Party shall be required to communicate information to the other Party if such communication is prohibited by the domestic laws or regulations of the Party possessing the information, or if it would be incompatible with the interests of that Party in the application of its laws.

**ARTICLE 7
IMPLEMENTATION OF COOPERATIVE ACTIVITIES**

Details on the practical implementation of specific cooperative activities shall be determined through further consultations between the Parties.



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ARTICLE 8
OBLIGATIONS UNDER INTERNATIONAL LAW

(1) This MOU shall not affect the rights and obligations of the Parties arising from other international agreements to which they are Party.

(2) The provisions of this MOU are not designated to create any legal rights or obligations under international law.

ARTICLE 9
SETTLEMENT OF DISPUTES

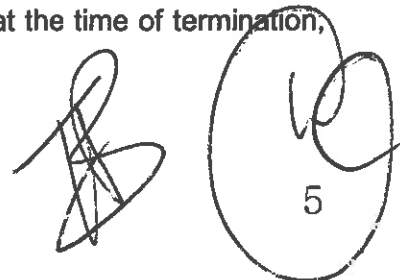
Any difference or dispute arising from the interpretation, application or implementation of this MOU shall be resolved amicably through consultation or negotiations between the Parties.

ARTICLE 10
AMENDMENT

This MOU may be revised or amended in writing by agreement between the Parties.

ARTICLE 11
ENTRY INTO FORCE, DURATION AND TERMINATION

- (1) This MOU shall take effect on the date of signature.
- (2) This MOU shall remain in force for a period of three years from the date of signature.
- (3) This MOU may be terminated by either Party by giving two (2) months' written notice in advance to the other Party of its intention to terminate it.
- (4) The termination of this MOU shall not affect any activities, programs and projects undertaken by the Parties 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 Parties.



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IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed and sealed this MOU in two originals in the English language, both texts being equally authentic.

DONE at DURBAN on this 11th day of November 2015.



FOR COMPETITION COMMISSION
SOUTH AFRICA



FOR THE NAMIBIAN COMPETITION
COMMISSION

