
**Memorandum of Understanding on Anti-Monopoly Cooperation between
Egyptian Competition Authority
and
Competition Commission of South Africa**

The EGYPTIAN COMPETITION AUTHORITY (ECA) and the COMPETITION COMMISSION OF SOUTH AFRICA (CCSA) (hereinafter referred to individually as “Party” or collectively as the “Parties”),

NOTING that the sound and effective enforcement of competition law is a matter of importance to the efficient operation of their respective markets, as well as to the economic welfare of consumers of both Parties and their bilateral trade,

RECOGNIZING enhanced cooperation via technical cooperation and information sharing on their competition law and policy will contribute to improving and strengthening their bilateral ties,

AIMING to enhance cooperation in enforcing competition law and policy, and create favorable conditions for the development of bilateral relations,

BASED on the principles of equality and mutual benefit,

HAVE reached the following understanding:

Article 1 Purpose

The purpose of this Memorandum of Understanding is to enhance the partnership of the Parties by establishing a general framework for bilateral communication and cooperation in the fields of competition law and policy as well as enforcement.

Article 2 Scope of Cooperation

The Parties will, as appropriate, carry out cooperation in the following areas, within the bounds of their respective laws and in accordance with their shared interest, by:

(a) Providing technical assistance for the purpose of enhancing each Party's competition policy and enforcement capacity;

(b) Exchanging information on and discussing major issues of mutual interest such as specialized studies, experiences on competition law enforcement, recent key developments in the area of competition policy and enforcement or enactment;

(c) Notification and support prior to or after law enforcement against anti-competitive activities, cartelization, merger and relevant cases that may have a material effect on the other Party and answer to related questions and share information/data as permitted under law;

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(d) Coordination and cooperation in law enforcement, if necessary, within the limit of reasonably available resources so long as such an effort is compatible with the legislation and crucial interests of the Parties;

(e) Communication on acts, enforcement decrees, enforcement rules, etc. (laws and regulations) in the pipeline of enactment;

(f) Cooperation to respond to discussions on multilateral economic issues, and competition policy and law enforcement;

(g) Within the framework of cooperation in the field of competition policy the Parties will aim at ensuring:

1. Organization of study visits and experts' trainings, webinars, calls, group calls;
2. Participation in conferences, symposia, seminars and other events organized by the Parties;
3. Organization of meetings (visits) of the Parties, senior leadership for discussing the perspectives and directions in which the bilateral cooperation will continue annually;
4. Exchange of documents, studies and publications of the Parties.

(h) The Parties may establish working groups to conduct joint studies on matters of common interest. A Party may propose, through the Liaison Committee, the establishment of working groups.

Article 3 Communication

The Parties shall establish a liaison committee in order to ensure adequate communications and consultations among the Parties. The liaison committee will consist of one representative of each Party. The name and full contact details of each Party's representative to the liaison committee will be circulated to both the Parties.

The liaison Committee shall develop the agenda of events, dates, places and any other matter will be, by common agreement, established by the Parties, and if necessary develop an Annual Working Plan for specific cooperation activities under the MOU each year and update such a working plan as necessary.

Article 4 Resources

All commitments made in this Memorandum are subject to the availability of funds and each Party's budget priorities. This Memorandum is not meant to obligate funds. Unless the Parties have agreed otherwise in advance in writing, each Party shall be responsible for bearing its own costs and expenses in carrying out any cooperation activities under this Memorandum.

Article 5 Protection of confidential information

It is understood that the Parties will not communicate information to the other if such communication is prohibited by the laws governing the Party possessing the information or would be incompatible with that Party's material interests.

Insofar as information is communicated, the recipient should, to the extent consistent with its laws, maintain the confidentiality of any such information communicated to it

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and may not disclose it to any third party without the prior written consent of the other Party.

The parties are mutually obliged to promptly advise each other in writing of any unauthorized misappropriation, disclosure or use by any person of the confidential information and shall take all steps reasonably requested to limit and stop such disclosure.

Article 6 Limitations

This Memorandum is not legally binding. This Memorandum does not affect the rights and obligations of the Parties acquired under any agreements or memoranda in which the Parties are involved.

Article 7 Resolution of Disputes

Any dispute concerning the interpretation or application of the articles and terms of this Memorandum is resolved only by amicable consultation between the Parties through diplomatic channels without recourse to a national or international court or any third party for the purpose of settlement.

Article 8 Final Provisions

This Memorandum of Understanding comes into force on the date of its signing.

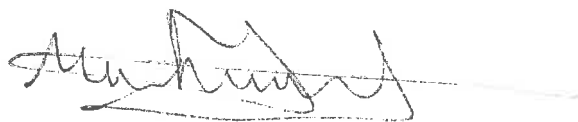
This Memorandum shall be valid for two (2) years and can be renewed for similar duration(s).

This Memorandum may be amended at any time by written approval of the Parties, in accordance to the same procedures undertaken to sign this Memorandum.

Either Party may terminate the Memorandum upon ninety (90) days' written notice to the other Party.

Signed in South Africa on the date of August 31, 2022, in two original copies in English language, both copies are equally authentic.

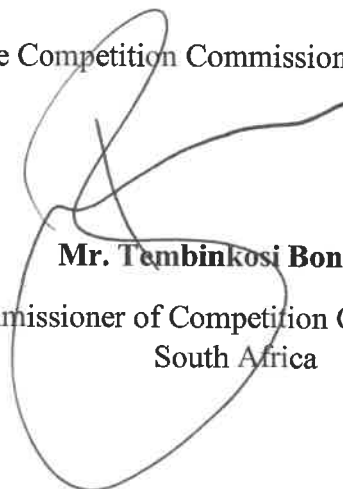
For the Egyptian Competition Authority



Dr. Mahmoud Ahmed Momtaz

Chairman of the Egyptian Competition
Authority

For the Competition Commission of South Africa



Mr. Tembinkosi Bonakele

Commissioner of Competition Commission of
South Africa