

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ITALIAN AUTORITÀ GARANTE DELLA CONCORRENZA E DEL
MERCATO AND THE COMPETITION COMMISSION OF SOUTH AFRICA**

Autorità Garante della Concorrenza e del Mercato (“AGCM”) and the Competition Commission of South Africa (“CCSA”) (hereinafter collectively referred to as “the Parties” or individually as “Party”).

Recognising the 2014 Recommendation of the Organisation for Economic Co-operation and Development (OECD) Council concerning International Co-operation on Competition Investigations and Proceedings, the 2005 OECD Council Recommendation on Merger Review, and the 2019 OECD Council Recommendation concerning Effective Action against Hard Core Cartels which promote deeper international cooperation among competition authorities;

Recognising the United Nations Set of Principles and Rules on Competition and the related Guiding Policies and Procedures;

Expressing the wish to develop closer cooperation in the field of competition policy and competition law enforcement between the Parties,

Recognising the need for broader engagement between competition authorities internationally due to the nature of the challenges they face,

Underlining the role of competition in the effective and sustainable development of the Parties' respective economies,

Recognising the existing and ongoing work of the International Competition Network (ICN), OECD Competition Committee and UN Conference on Trade and Development (UNCTAD);

HAVE REACHED the following understanding:

I. PURPOSE AND DEFINITIONS

1. The purpose of this Memorandum of Understanding (“Memorandum”) is intended to set forth a voluntary framework for cooperation between the Parties in the field of competition law

enforcement and policy, based on the principles of equality and mutual benefit.

2. In this Memorandum, these terms will have the following definitions:
 - a) The terms "competition law" or "competition rules" mean:
 - i. for the AGCM, Law No. 287/1990, as well as any amendments thereto and regulations made under it;
 - ii. for the Competition Commission of South Africa, the Competition Act No. 89 of 1998 (as amended) and regulations made under it.
 - b) The term "enforcement" means any investigation or proceeding conducted by each of the Parties in relation to the competition laws they enforce.
3. The terms defined above are to be understood in accordance with the Parties' respective mandate and legal framework of operation, including under international and/or European Union law where relevant.
4. In applying the present Memorandum, the AGCM will take account of the commitments arising from the Italian Republic's membership of the European Union.

II. AREAS OF COOPERATION

5. Subject to their laws, policies, and reasonably available resources, the Parties intend to cooperate in the following areas:
 - a) legislative and policy developments in competition law in each Party's respective jurisdiction;
 - b) policy developments relating to international fora in the field of competition law and enforcement, including the International Competition Network (ICN), the Organisation for Economic Co-operation and Development (OECD) and the United Nations Conference on Trade and Development (UNCTAD);
 - c) collaborating in respect of competition law enforcement;
 - d) collaborating in respect of competition advocacy, including the promotion of a competition culture by raising awareness of competition law amongst all relevant stakeholders;
 - e) assistance in preparing proposals and drafting legislature and guidelines in the field of competition law and policy;
 - f) collaborating on competition law technical skills capacity building through the establishment of training programs, conferences, workshops, conducting study visits and experts' training;
 - g) participation in conferences, seminars and other events organised by the Parties.

III. FORMS OF COOPERATION

6. The Parties may periodically hold, at the request of either Party, meetings or consultations between designated Party officials to facilitate cooperation within the areas outlined in Article II.
7. Cooperation between the Parties may take the following forms:
 - a) exchange of non-confidential information regarding competition policy and enforcement developments;
 - b) expert meetings or consultations, including via e-mail, telephone or online communication platforms, between experts of the Parties regarding the exchange of non-confidential information on issues of mutual interest;
 - c) organisation of study visits and experts' training programs, including experts preparing enforcement developments;
 - d) high-level meetings and/or visits for the purposes of discussing the Parties' cooperation and joint activities as well as reviewing the prospects of the overall partnership;
 - e) joint organisation of and/or participation in international conferences, seminars, workshops, symposia or other events;
 - f) joint participation in research and policy projects, including in collaboration with academic institutions or policy institutes or other organisations;
 - g) joint production or commissioning of non-confidential documents in the field of competition law and policy, such as policy papers, briefs or technical reports;
 - h) exchange of non-confidential documents in the field of competition law and policy, such as regular publications by the Parties, including annual reports, studies, books, journals and information bulletins; and
 - i) joint meetings to discuss non-confidential information and the exchange of non-confidential information in respect of enforcement of the same or related cases, subject to reasonably available resources, so long as such efforts are compatible with applicable legislation and the interests of the Parties.

IV. ENFORCEMENT COOPERATION

8. The Parties recognise that, when they are investigating matters related to competition law, it may be in their common interest to cooperate in appropriate cases, consistent with their respective enforcement interests, laws, policies and available resources. Unless otherwise determined by the Parties in writing, the Parties will bear their own expenses for cooperating on competition law investigations.
9. The Parties recognise that this Memorandum is not intended to affect any regulation, policy or practice adopted or maintained by each Party with respect to exchange of information, including that received from a leniency or amnesty applicant in respect of cartel conduct.

V. ORGANISATION OF ACTIVITIES

10. The agenda, place and other elements of activities contemplated in pursuit of the Memorandum shall be determined by mutual agreement between the Parties.
11. Each Party will bear its own expenses with regard to the implementation of this Memorandum, unless otherwise agreed by the parties.

VI. COMMUNICATIONS

12. The Parties plan to each appoint a liaison for the purpose of facilitating contact in furtherance of the Memorandum.
13. Communications will be carried out in English and may be carried out by telephone, electronic mail, videoconference, or in person meetings, as appropriate.

VII. CONFIDENTIALITY

14. It is understood that the Parties do not intend to communicate information to the other if such exchange of information is prohibited by the laws or policies governing the Party possessing the information or would be incompatible with that Party's interest.
15. Insofar as information is communicated, the recipient should, to the extent consistent with its laws:
 - a. maintain the confidentiality of any such information communicated to it;
 - b. adhere to any conditions the Party who provides the information imposes; and
 - c. seek written consent from the Party who provides the information to any release or disclosure of the information.
16. The Parties shall notify each other in writing of any unauthorised misappropriation, disclosure or use by any person of the confidential information and take all steps reasonably requested to limit and stop such disclosure.

VIII. FINAL PROVISIONS

17. The present Memorandum of Understanding comes into effect from the date of its signature and, cooperation under this Memorandum is intended to continue until one of the Parties wishes to discontinue such cooperation, in which case the relevant Party should endeavour to provide three

months' written notice of its intention to discontinue cooperation to the other.

18. Termination of the present Memorandum is not intended to affect the implementation of activities that are already in progress under the present Memorandum. The obligations set out in Section V remain in effect despite termination of the present Memorandum.
19. Any review or amendment to the Memorandum shall be made in writing, subject to mutual agreement by the Parties. Any such amendment or review, shall be executed as an addendum to this Memorandum.
20. The Parties reserve their full discretion in implementing the Memorandum and nothing in it is intended to change existing laws, policies, agreements or treaties, or create legally binding or enforceable rights or obligations. Any dispute regarding the scope, interpretation or application of the present Memorandum will be resolved amicably by consultation between the Parties.
21. The Memorandum does not oblige the Parties to commit resources in terms of finances, time, staff or other administrative resources.

Signed at Johannesburg, SA on 23.02.2026, in two originals in the English language.

For the *Competition Commission*
of South Africa



For the *Autorità Garante della*
Concorrenza e del Mercato

