



**MEMORANDUM OF UNDERSTANDING ON ANTI-MONOPOLY COOPERATION
BETWEEN THE COMMISSIONER OF COMPETITION, COMPETITION BUREAU
OF THE GOVERNMENT OF CANADA AND THE MINISTRY OF COMMERCE
OF THE PEOPLE'S REPUBLIC OF CHINA**

FOREWORD

THE COMMISSIONER OF COMPETITION, COMPETITION BUREAU OF THE GOVERNMENT OF CANADA (THE "COMPETITION BUREAU") AND THE MINISTRY OF COMMERCE OF THE PEOPLE'S REPUBLIC OF CHINA ("MOFCOM") (hereinafter referred to as the "Participants"),

RECOGNIZING the importance of co-operation in the field of competition for promoting the effective implementation of competition law and policy in their respective countries,

HAVE COME to the following understanding:

PARAGRAPH 1 PURPOSE OF COOPERATION

The purpose of this Memorandum of Understanding ("MOU") is to enhance the partnership of the Participants by providing a sound mechanism for their communication and cooperation in the fields of competition law and policy, including enforcement.

PARAGRAPH 2 SCOPE OF COOPERATION

The Participants 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:

- 2.1 Exchanging information regarding developments in their respective competition legislation, enforcement and policy, including by notifying each other, when reasonably practical, of enforcement activities, if a Participant considers that its enforcement activities may substantially affect the other Participant's interests in the application of its competition law;
- 2.2 Providing comments on drafts of each other's competition law, regulations and other legal or guidance documents;
- 2.3 Subject to Paragraph 6, for cases subject to the review of both Participants, exchanging information on issues including, but not limited to, definition of relevant markets, theories of harm, the competitive impact assessment and the design of remedies;

- 2.4 Sharing competition law enforcement experience;
- 2.5 Sharing practice and experience with respect to law enforcement capacity building; and
- 2.6 Exchanging views on issues relating to international cooperation on competition law and policy.

PARAGRAPH 3 FORMAT OF COOPERATION

The Participants will meet regularly, or at agreed upon times, in Canada and China alternately to update each other on their respective competition law and policy and to exchange views and information on issues of common interest.

For enforcement cooperation, the Participants may communicate by means of visits and telephone/video conference.

PARAGRAPH 4 LIAISON POINT

To ensure effective communication, the Participants will each appoint a Liaison Point from their respective offices.

For the Competition Bureau:

(Competition Promotion Branch)
Fax: +1 (819) 934-9293
Email: International.Affairs@bc-cb.gc.ca

For the MOFCOM:

(Anti-Monopoly Bureau, Competition Policy Division)
Tel: +86 (10) 6519 8976
Fax: +86 (10) 6519 8998
Email: caijunfeng@mofcom.gov.cn

PARAGRAPH 5 COOPERATION RESOURCES

This MOU does not obligate the Participants to commit resources in terms of funds, time, staff or other administrative resources.

For meetings and visits, the host Participant will provide venues and bear the relevant expenses. The visiting Participant will be responsible for its expenses incurred for international travel, local transportation, accommodation and meal and subsistence costs. Costs for telephone/video conferences will be borne by the Participant incurring such costs.

Wherever possible, visit requests from Participants' regional or local offices will be channelled through each Participant to ensure coordination.

PARAGRAPH 6 INFORMATION SHARING AND CONFIDENTIALITY

The communication of any information will be at the discretion of the Participants.

A Participant may decline a request to communicate information to the other Participant if such communication is prohibited by the laws governing the Participant possessing the information, or would be incompatible with its interests.

Subject to complying with any relevant legal requirements and unless otherwise consented to by the other Participant in writing in advance, each Participant will keep the confidentiality of information provided by the other Participant under this MOU.

PARAGRAPH 7 DIFFERENCES IN INTERPRETATION AND APPLICATION

The Participants will resolve through consultation any differences arising out of the interpretation or application of this MOU.

PARAGRAPH 8 LEGAL EFFECT

This MOU is not legally binding and does not affect the rights and obligations of the Participants acquired under existing agreements, arrangements or memoranda in which the Participants are involved.

PARAGRAPH 9 ENTRY INTO EFFECT AND TERMINATION

This MOU will come into effect on the date of signature. Either Participant may terminate the MOU upon thirty (30) days' written notice to the other Participant. The Participants may amend this MOU upon their mutual written consent.

SIGNED in duplicate in Ottawa, this 15th day of May 2015, in the English, French and Chinese languages, each version being equally valid.



**FOR THE COMMISSIONER
OF COMPETITION,
COMPETITION BUREAU
OF THE GOVERNMENT OF CANADA**



**FOR THE MINISTRY
OF COMMERCE
OF THE PEOPLE'S REPUBLIC
OF CHINA**