

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ITALIAN AUTORITÀ GARANTE DELLA CONCORRENZA E DEL
MERCATO AND THE AUSTRALIAN COMPETITION & CONSUMER COMMISSION**

This Memorandum of Understanding (“Memorandum”) is intended to set forth a voluntary framework for cooperation between the Autorità Garante della Concorrenza e del Mercato (“AGCM”) and the Australian Competition & Consumer Commission (“ACCC”) (hereinafter referred to as “the Participants”).

Recognizing 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 revised OECD Council Recommendation concerning Effective Action against Hard Core Cartels which promote deeper international cooperation among competition authorities;

Recognizing the 2016 OECD Council Recommendation on Consumer Protection in E-commerce which promotes greater international cooperation among consumer protection enforcement authorities and other relevant authorities, as appropriate, in the context of global e-commerce;

Recognizing the existing and ongoing International Competition Network (ICN), International Consumer Protection and Enforcement Network (ICPEN) and OECD work on cooperation and that this Memorandum complements rather than replaces this ongoing work;

Have reached the following understanding:

I. BILATERAL ACTIVITIES

1. Subject to their laws, policies, and reasonably available resources, the Participants intend to cooperate, including by:
 - a) exchanging information on the development of competition and consumer issues, policies and laws;
 - b) sharing best practices through the exchange of officials and by exchanging information and experiences on matters of mutual interest, including information and experiences relating to enforcement methods and priorities, and issues and trends in sectors, markets, and economic

activities important to consumers and businesses (such as public procurement, digital markets and scams);

- c) exchanging experience on competition and consumer protection advocacy and outreach, including to consumers, industry, and government;
- d) developing agency capacity and effectiveness in carrying out market studies through experience-sharing events and through the exchange of officials;
- e) developing capacity building or technical assistance initiatives to assist other competition and consumer protection agencies by providing training in areas of mutual interest; and
- f) collaborating on projects of mutual interest, including via international forums such as the ICN, ICPEN and the OECD.

II. ENFORCEMENT COOPERATION

2. The Participants recognize that, when they are investigating matters related to competition and consumer protection, 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 participants in the workplan or in writing, the Participants will bear their own expenses for cooperating on competition and consumer protection investigations.
3. The Participants recognize that this Memorandum is not intended to affect any regulation, policy or practice adopted or maintained by each Participant with respect to exchange of information, including that received from a leniency or amnesty applicant in respect of cartel conduct.

III. WORKPLAN

4. The Participants intend to develop a workplan of cooperation activities under Section I, which will be settled, and will be revisable, by mutual consent. The need for a workplan will be reviewed after three years.
5. Participants will meet regularly, preferably at least once a year, to discuss the workplan and forthcoming cooperation activities.
6. Unless otherwise determined by the Participants in the workplan, the Participants will each bear their own expenses related to the cooperation activities under Section I.

IV. COMMUNICATIONS

7. The Participants plan to each appoint a liaison for the purpose of facilitating contact in furtherance of the Memorandum.

8. Communications will be carried out in English and may be carried out by telephone, electronic mail, videoconference, or in person meetings, as appropriate.

V. CONFIDENTIALITY

9. It is understood that the Participants do not intend to communicate information to the other if such exchange of information is prohibited by the laws or policies governing the Participant possessing the information or would be incompatible with that Participant's interest.
10. 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 Participant who provides the information imposes; and
 - c. seek written consent from the Participant who provides the information to any release or disclosure of the information.

VI. EFFECTIVE DATE

11. 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 Participants wishes to discontinue such cooperation, in which case the relevant Participant should endeavor to provide three months' written notice of its intention to discontinue cooperation to the other.
12. 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.
13. The Participants 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 interpretation or the application of the present Memorandum will be resolved amicably by consultation between the Participants.

Signed at Sydney on 10 February 2023, in four originals, two in English language and two in Italian language, both the English and Italian language texts having equal validity.



GINA CASS-GOTTLIEB

For the Australian Competition &

Consumer Commission

For the *Autorità Garante della*

Concorrenza e del Mercato

