

Memorandum of Cooperation
Between
The Federal Bureau of Investigation
And
The Australian Competition and Consumer Commission

- A. The Federal Bureau of Investigation (FBI) and the Australian Competition and Consumer Commission (ACCC) (the Participants):

recognizing they share a mutual concern in combating the problems caused by violations of antitrust laws;

understanding that sound and effective enforcement of their competition laws is a matter of crucial importance to the efficient operation of markets and to the economic welfare of the citizens of their respective countries;

recognizing that cooperation and coordination in competition law enforcement activities between the FBI and the ACCC may result in more effective resolution of their respective concerns than through independent action; and

recognizing that good communication between the FBI and the ACCC on competition law and policy contributes to improving and strengthening their relationship.

agree to cooperate under this Memorandum of Cooperation (MOC) in accordance with the prevailing laws and regulations in their respective countries as follows:

Article I

Objective of Memorandum

- 1.1. The purpose of this MOC is to enhance the efforts between the Participants in combating antitrust violations by increasing the skills and capabilities of their respective agencies. This MOC is intended to broaden and deepen co-operation between the Participants.
- 1.2. The Participants recognize the cooperation agreement between the Government of Australia and Government of the United States of America on Mutual Antitrust Enforcement Assistance dated 27 April 1999 (the 1999 Agreement). This MOC does not seek to supplant, modify or amend the 1999 Agreement. In the event of any inconsistency between this MOC and the 1999 Agreement, the 1999 Agreement prevails.

Article 2

Scope of Cooperation

- 2.1 The Participants recognize that it is in their common interest to cooperate in the detection of anticompetitive practices and the enforcement of competition laws in their respective jurisdictions. The Participants agree to exchange information pertaining to the methods and means of criminal acts of antitrust violations to include the rigging of bids, market allocation, and price fixing, and other related crimes.

Article 3

Training

- 3.1 The Participants intend to exchange expertise on combating corruption, antitrust violations, and other related matters through participation in training and instruction in their institutions, in addition to training on modern intelligence and investigation techniques.

Article 4

Employee exchange

- 4.1 The Participants intend to exchange personnel on a mutually agreeable basis to enhance the skills in each agency of the methods and means of detecting and investigating criminal acts of antitrust violations that include the rigging of bids, market allocation, and price fixing, and other related crimes. Such exchanges are to assist in developing a deeper understanding in each agency of the respective investigation techniques, challenges faced and appropriate mutual points of contact in the other agency. Any personnel involved in such exchange will agree to abide by the confidentiality requirements of the host agency while undertaking such exchange.

Article 5

Exchange of Information

- 5.1 The Participants intend, as appropriate, to share information that facilitates the effective application of the competition laws in their respective jurisdictions, and promotes better understanding of each other's competition enforcement policies and activities, to the extent compatible with their respective legal systems and important interests and within their reasonably available resources. For the purpose of combating antitrust violations in all forms and manifestations; exchanging intelligence, investigative information, and any other information that would contribute to preventing or combating such crimes, in harmony with laws of the two countries as well as the

relevant policies of each participant; the Participants intend to exchange information on the following:

- a) experience in utilization of state-of-the-art means and innovative technology in combating antitrust violations, including by conducting training, consultations, conferences, and seminars.
- b) policies and procedures used to ensure anticompetitive practices are identified, investigated and successfully prosecuted.
- c) case information of mutual interest to both Participants, without any contradiction to the national legislation of either of the Participants.

Article 6

Protection of Information

- 6.1 The collection, retention, and dissemination of information by the Participants is to be handled in accordance with all prior applicable agreements and arrangements between the Participants' governments.

The Participants acknowledge that the information involved in this MOC may include personally identifiable information about U.S. and Australian persons. The Participants acknowledge that this information may be protected by the privacy laws of each Participant. The Participants agree that such information should be handled lawfully, in accordance with the applicable privacy laws of each Participant. Each Participant should advise the other of any privacy law that is applicable to information that is to be disclosed, prior to disclosing that information.

- 6.2 Each Participant that discloses personally identifiable information is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- 6.3 Each Participant intends to protect any information provided by the other Participant from unauthorized access or disclosure and will comply with the classification system and information handling procedures imposed by the other Participant in respect of such information.
- 6.4 Each Participant should not provide any information or criminal intelligence received from the other Participant to a third party without the prior written concurrence of the other Participant.
- 6.5 Each Participant intends to immediately report to the other Participant each instance in which information received from the other Participant is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
- 6.6 The responsibilities of the Participants with respect to the protection of information under this MOC remain in effect after this MOC is terminated.

Article 7

Correspondence Address

- 7.1 The Participants intend that all written communications contain the date and be addressed to the Point of Contact of the receiving Participant. Each Participant will advise the other Participant as to their Point of Contact within 10 days of the signing of this MOC. Participants will advise when or if the details of Point of Contact change.

Article 8

Revision and Introduction of Amendments and Additions

- 8.1 The MOC may be amended by submitting a written notice from one participant to the other participant. The proposed amendment will take effect only after both Participants agree to the proposal in writing and will then become part of this MOC.

Article 9

Coming into Force

- 9.1 This MOC will come into force the day it is signed by both Participants.
- 9.2 This MOC is an expression of the intent of the Participants and is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise as between the Participants or by any third party against the Participants, their parent agencies, the United States, the Government of Australia, or the officers, employees, agents, or other associated personnel thereof.

Article 10

Settlement of Disputes

- 10.1 This MOC is a nonbinding arrangement and not intended to be enforceable in any court or administrative forum. The Participants intend to resolve any disputes regarding this MOC by mutual consultation. The FBI point of contact for any such disputes will be the Legal Attache. The ACCC point of contact for any such disputes will be the Executive General Manager of the Specialised Enforcement and Advocacy Division of the ACCC.

Article 11

Termination

- 11.1 Either Participant may terminate this MOC at any time by sending written notification regarding this matter to the other Participant. In such case, the Participants intend for the MOC to be terminated thirty (30) days after such notice is received.

Article 12

Final Provisions

- 12.1 This MOC is not intended to be an obligation or commitment of funds, nor a basis for transfer of funds. It is a basic statement of the understanding between the Participants of the matters described herein. The Participants expressly acknowledge that their respective expenditures are subject to their respective budgetary processes, and to the availability of funds and resources pursuant to the applicable laws, regulations, and policies. The Participants expressly acknowledge that the language in this MOC in no way implies that funds will be made available for such expenditures.
- 12.2 The Australian Competition and Consumer Commission the body corporate established by section 6A of the *Competition and Consumer Act 2010*. It enters this MOC in its capacity as the Commonwealth statutory authority responsible for enforcing the Competition and Consumer Act 2010.
- 12.3 The FBI is entering into the MOC on the authority provided by Title 28 Code of Federal Regulation (C.F.R.) Section 0.34 and title 28 United States Code (U.S.C.) Section 533.

Concluded this 12th day of April, 2019

For the Australian Competition and Consumer Commission of the Commonwealth of Australia

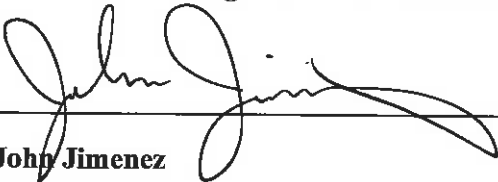
Signature:  _____

Full name: Marcus Francis Bezzi

Title: Executive General Manager of the Australian Competition and Consumer Commission

Date: 4/12/2019

For the Federal Bureau of Investigation of the United States of America

Signature:  _____

Full name: John Jimenez

Title: Section Chief of the Public Corruption and Civil Rights Section

Date: 4/12/2019