

**MEMORANDUM OF UNDERSTANDING ON COOPERATION**  
**BETWEEN**  
**THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION**  
**AND**  
**THE TRADE COMPETITION COMMISSION OF THAILAND**

**Paragraph I**  
**Purpose**

**1. Purpose**

- 1.1 This Memorandum of Understanding (**Memorandum**) is intended to set forth a voluntary framework for cooperation between the Australian Competition and Consumer Commission and the Trade Competition Commission of Thailand (each referred to individually as a **Participant** and collectively as the **Participants**).
- 1.2 The Participants recognise the importance of cooperation, consultation, and coordination to facilitate the effective implementation of competition law and policy in each country. The Participants have mutually consented to this Memorandum as a framework for this purpose.

**Paragraph II**  
**Definitions**

**2. Definitions**

- 2.1 The term “competition laws” means:
  - a. for the Trade Competition Commission of Thailand, the Trade Competition Act B.E. 2560 (A.D. 2017) and all other regulations made pursuant to the Act, as they may be amended from time to time.
  - b. for the Australian Competition and Consumer Commission, the Competition and Consumer Act 2010 (Cth) (**Act**), the Competition and Consumer Regulations 2010 (Cth), and all other regulations made pursuant to the Act, as they may be amended from time to time.

**Paragraph III**  
**Co-operation**

### **3. Co-operation**

- 3.1. Subject to their laws, policies, and reasonably available resources, the Participants may cooperate, including by:
- a. sharing best practices through the exchange of officials, information, and experiences on matters of mutual interest, including:
    - i. enforcement methods
    - ii. issues and trends in sectors, markets, and economic activities important to competition
    - iii. effective competition policies, laws and regulations; and
    - iv. other priorities and interests over time.
  - b. conducting periodic study visits, workshops or training courses for the Participants' staff and other officials, which may cover competition topics including, but not limited to:
    - i. agency priority setting, including how to design criteria for case selection
    - ii. development of investigative techniques
    - iii. development of legal and economic technical skills
    - iv. emerging areas of concern in relation to competition; and
    - v. other areas deemed mutually beneficial to the Participants.
  - c. collaborating on projects of mutual interest, including via international forums.

## **Paragraph IV Notification and Consultation**

### **4. Notification and Consultation**

- 4.1. Subject to their laws, policies, and reasonably available resources, each Participant intends to notify the other Participant of:
- a. investigations or proceedings (action) it is taking under its competition laws that it considers may substantially affect the important interests of the other Participant; and
  - b. activities in the country of the other Participant that substantially affect the notifying Participant's interests with respect to competition.
- 4.2. Notification under subparagraph 4.1 will be given as early as practicable and where possible to allow time for consultation before commencing any such action.
- 4.3. Where a Participant considers its interests may be substantially affected by the actions of the other Participant, it may request consultation with the other Participant. In its request, the requesting Participant will indicate how the matter affects its interests.

## **Paragraph V Workplan**

### **5. Workplan**

- 5.1. The Participants intend to develop a workplan to enable the cooperation activities contemplated by Paragraph III of this Memorandum, which will be settled and revisable by mutual consent. The need for a workplan will be reviewed after three years.
- 5.2. The Participants will meet regularly, preferably at least twice a year, to discuss the workplan and forthcoming cooperation activities. These meetings may take place virtually or in person. Where mutually convenient, they may be held in the sidelines of other international meetings.
- 5.3. Unless otherwise determined by the Participants in the workplan, the Participants will each bear their own expenses relating to the cooperation activities conducted pursuant to this Memorandum.

## **Paragraph VI Communication**

### **6. Communication**

- 6.1. The Participants have designated the following contact points for the purpose of communicating about this Memorandum:
  - a. For the TCCT: International Affairs Division  
(Email: [international@tcct.or.th](mailto:international@tcct.or.th))
  - b. For the ACCC: International Unit, Economic and International Branch  
(Email: [internationalACCC@accc.gov.au](mailto:internationalACCC@accc.gov.au))
- 6.2. Communications will be carried out in English and may be carried out by telephone, e-mail, videoconference, or in person meetings, as appropriate.

## **Paragraph VII Confidentiality**

### **7. Confidentiality**

- 7.1. The Participants do not intend to communicate information to each other if such an exchange of information:
  - a. is prohibited by the laws or policies governing the Participant processing the information; or
  - b. would be incompatible with the Participant's interests.

- 7.2. With respect to any information that is exchanged between the Participants, the recipient will, 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 for any release or disclosure of the information.
- 7.3. In the event of any unauthorised access to information, the Participants will:
  - a. promptly notify the affected Participants of the occurrence
  - b. take all necessary steps to limit the unauthorised access to the information; and
  - c. take all necessary steps to prevent a recurrence of the event.

## **Paragraph VIII Implementation of this Memorandum**

### **8. Implementation of this Memorandum**

- 8.1. This Memorandum will come into effect on the date of its signing on behalf of the Participants and will continue to be in effect unless terminated in accordance with paragraph 8.7 below.
- 8.2. The Participants will each bear their own costs associated with implementing this Memorandum. This Memorandum will not create any financial rights or obligations between the Participants.
- 8.3. The Participants will periodically evaluate the effectiveness of this Memorandum and activities conducted under it.
- 8.4. This Memorandum may be amended at any time with the mutual written consent of the Participants.
- 8.5. The Participants reserve their full discretion in implementing the Memorandum and nothing is intended to change existing laws, policies, agreements, or treaties, or create legally binding or enforceable rights or obligations.
- 8.6. Any dispute regarding the interpretation or application of this Memorandum will:
  - a. be resolved by consultation between the Participants; and
  - b. not be referred to any tribunal or third party for settlement.
- 8.7. This Memorandum may be terminated by either Participant giving at least 30 days written notice to the other Participant. The Participants will consult to determine how any outstanding matters will be dealt with.

Signed in Sydney on 12 February in two originals in English both texts being equally valid.

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**For the Australian Competition and  
Consumer Commission**

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**For the Trade Competition  
Commission of Thailand**

*Gina Cass-Gottlieb*

*Visanu*

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Gina Cass-Gottlieb  
Chair  
Australian Competition and Consumer  
Commission

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Asst. Prof. Visanu Vongsinsirikul, Ph.D.  
Secretary – General  
Trade Competition Commission of  
Thailand