

**MEMORANDUM OF UNDERSTANDING ON COMPETITION
COOPERATION
BETWEEN
THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION
AND
THE STATE ADMINISTRATION FOR MARKET REGULATION OF
THE PEOPLE'S REPUBLIC OF CHINA**

This Memorandum of Understanding (**Memorandum**) is intended to set forth a voluntary framework for cooperation between the State Administration for Market Regulation of the People's Republic of China (SAMR) and the Australian Competition and Consumer Commission (ACCC), hereinafter referred to as "the Participants".

Recognising that competition law supports the efficient operation of markets and the promotion of consumer welfare, the Participants acknowledge the importance of cooperation to facilitate the effective implementation of competition law and policy in each country.

The Participants have reached the following understanding:

**Paragraph I
Definition**

1.1 The term "competition law" means:

- a. for the SAMR, the Antimonopoly Law of the People's Republic of China and its implementing regulations as well as any amendments thereto; and
- b. for the ACCC, the Competition and Consumer Act 2010 (Cth) and its related regulations, and any amendment thereto.

**Paragraph II
Cooperation and Notification**

2.1 Subject to their laws, policies, and reasonably available resources, the

Participants may cooperate, including by:

- a. sharing best practices through the exchange of information, and experiences on matters of mutual interest, including:
 - i. enforcement of competition laws
 - ii. issues and trends in sectors, markets, and economic activities; and
 - iii. effective competition policies, laws and regulations.
 - b. technical cooperation for the purpose of enhancing each Participant's competition policy and enforcement capability, such as through conducting workshops or training courses for the Participants' staff and other officials; and
 - c. participation in international forums.
- 2.2 Subject to their relevant laws, policies, reasonably available resources and interests, each Participant may notify the other Participant of investigations or proceedings (action) it is taking under its competition laws that it considers may significantly affect the interests of the other Participant.

Paragraph III Communication

- 3.1 To facilitate effective communication, the Participants have designated the following contact points for the purpose of communicating about this Memorandum:
- a. For the SAMR: Division of the International Cooperation, Competition Policy Coordination Department (email: icam@samr.gov.cn)
 - b. For the ACCC: International Unit, Economic and International Branch (email: international@acc.gov.au)
- 3.2 Communications may be carried out by telephone, electronic mail, videoconference, or in person meetings, as appropriate.

Paragraph IV Confidentiality

- 4.1 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 possessing the information; or

- b. would be incompatible with that Participant's interests.
- 4.2 With respect to any information that is not publicly available 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. use the information that is not publicly available provided by a Participant to the other Participant under this MOU only for the purpose of the effective enforcement of its competition law and will not communicate the information to any other authority or third party unless written consent from the providing Participant is provided.
- 4.3 In the event of any unintended disclosure of confidential information, the Participants will:
- a. promptly notify the affected Participants of the occurrence
 - b. take all necessary steps to limit access to the information; and
 - c. take all necessary steps to prevent a recurrence of the event.

Paragraph V
Final Provisions

- 5.1 This Memorandum will come into effect on the date it has been signed on behalf of the Participants and will continue to have effect unless terminated in accordance with subparagraph 5.8 below.
- 5.2 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.
- 5.3 The Participants will periodically evaluate the effectiveness of this Memorandum and activities conducted under it.
- 5.4 This Memorandum may be amended at any time by the mutual written consent of the Participants.
- 5.5 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.

5.6 If necessary, the Participants may establish mutually approved guidance for the implementation of this MOU.

5.7 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.

5.8 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 should be dealt with.

Signed virtually on 14 June 2024 in two originals, each in Chinese and English, both texts being equally valid.



MENG Yang
Vice Minister
The State Administration for
Market Regulation of
the People's Republic of China

Catriona Lowe
Acting Chair
Australian Competition and
Consumer Commission