



Justice, Honour and Integrity

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COMESA COMPETITION COMMISSION

AND

LAW ASSOCIATION OF ZAMBIA

**REGARDING COOPERATION IN THE CREATION OF AWARENESS ON
COMPETITION AND CONSUMER PROTECTION**

DECEMBER 2022

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MEMORANDUM OF UNDERSTANDING BETWEEN THE COMESA COMPETITION COMMISSION AND LAW ASSOCIATION OF ZAMBIA REGARDING COOPERATION IN THE CREATION OF AWARENESS ON COMPETITION AND CONSUMER PROTECTION

This Memorandum of Understanding is made on this 5 day of December 2022.

BETWEEN

- I. **COMESA Competition Commission**, a Regional Competition Agency established by the COMESA Competition Regulations which were issued in the *COMESA Official Gazette Vol. 9 No. 2 as Decision No. 43 of Notice No 2 of 2004* and whose address of service is care of Kang'ombe House, 5th Floor, P.O Box 30742 Lilongwe 3, Malawi, on one hand; (hereinafter referred to as "the CCC")

AND

- II. **Law Association of Zambia**, a professional body corporate established in 1973 by section 3 of the Law Association of Zambia Act, Chapter 31 of the Laws of Zambia and whose address of service for purposes of this agreement is Midlands-Lusaka Office, House No 5, Katemo Road, Rhodespark, P.O Box 35271, Lusaka, Zambia, on the other hand. (hereinafter referred to as "LAZ")

The COMESA Competition Commission and Law Association of Zambia, hereinafter collectively referred to as the Parties.

RECOGNIZING:

The provisions of Article 55 (3) of the Treaty establishing the Common Market for Eastern and Southern Africa ("COMESA Treaty") under which the COMESA Competition Regulations ("the Regulations") are promulgated;

The provisions of Article 2 of the Regulations regarding the purpose of the Regulations which is to promote and encourage competition by preventing restrictive business practices and other restrictions that deter efficient operation of markets, thereby enhancing the welfare of the consumers in the Common Market and to protect consumers against offensive conduct by market actors;

The provisions of Article 6 of the Regulations establishing the CCC and Article 7(1) of the Regulations which mandates the CCC to apply the provisions of the Regulations with regard to trade between Member States and be responsible for promoting competition within the Common Market;

The provisions of Article 7(2) of the Regulations which empowers the CCC, among others, to: monitor and investigate anti-competitive practices within the Common Market and

mediate disputes between Member States concerning anti-competitive conduct; initiate cooperation with competition authorities of Member States; help Member States promote national competition laws and institutions with the objective of harmonization with the Regulations and ensure uniform application of the same; assist Member States in the implementation of its decisions; support to Member States in promoting and protecting consumer welfare; facilitate the exchange of relevant information and expertise;

The provisions of the Law Association of Zambia Act Chapter 31 of the Laws of Zambia which provides for the objects of LAZ in section 4 (j) as the promotion of the reform of the law, both by the amendment of and the removal of imperfections in existing law; section 4 (i) to promote research in the development of the law; section 4 (k) to participate when called upon in draft legislation, and to strengthen the machinery for the critical examination of its legal quality;

EXPRESSING the intention to promote cooperation in the field of competition and consumer protection,

HIGHLIGHTING the role of competition in promoting effective development of the economy,

AIMING at creation of favorable conditions for development of relationship between the Parties,

AND to building capacity for members of LAZ in competition and consumer protection matters,

THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

1. The goal of this Memorandum is to promote cooperation between the Parties in the areas of competition and consumer protection regulation.
2. The Parties intend to cooperate in the above-mentioned areas by means of:
 - a) creation of awareness on competition and consumer protection law among the members of LAZ;
 - b) capacity building of members of LAZ in competition and consumer protection law.
 - c) active participation of the members of LAZ in the development, strengthening and/or reform of the COMESA regional competition and consumer protection law.



- d) exchanging information on laws, regulations, rules, and other documents in the field of competition and consumer protection regulation, which do not contain confidential information;
 - e) participating by a party's representatives in events devoted to competition and consumer protection regulation issues held by the other Party;
 - f) holding joint meetings, consultations, workshops and conferences on issues of mutual interest in competition and consumer protection regulation.
 - g) Facilitation of opportunities for exposure of members of LAZ to best practices in competition and consumer protection law matters.
3. Information, received by the Parties within the frameworks of this Memorandum, may be transferred to third persons only upon written consent of the providing Party.
 4. Within the framework of this Memorandum, information with restricted access in accordance with the COMESA Treaty, the Regulations and other subsidiary legislations and instruments made there thereunder, and the legislation of the Member States of COMESA shall not be transferred.
 5. Coordination of interaction between the Parties within the framework of implementing this Memorandum shall be carried out by:
 - a) on behalf of the Law Association of Zambia –the Executive Director;
 - b) on behalf of the COMESA Competition Commission – the Director and Chief Executive Officer of the Commission.
 6. The Parties may create programmes of cooperation and plans to implement joint activities and where necessary, develop an Implementation Work Plan to guide activities.
 7. Any disputes arising under this Memorandum shall be settled by the Parties through consultations and negotiations.
 8. This Memorandum is not an international agreement, does not create rights and obligations regulated by international law and does not impose any financial and legal obligations on the Parties.
 9. This Memorandum may be amended by the signing of a written communication upon mutual agreement of the Parties, which shall be an integral part of this Memorandum.

10. This Memorandum shall enter into force on the date of its signing.
11. Each of the Parties may terminate this Memorandum by sending a relevant written notification to the other. Either Party may terminate this Agreement by giving the other Party sixty (60) days written notice of intention to terminate this Agreement. The termination of this Memorandum shall not affect the implementation of activities and projects initiated during the period of its application.
12. The Parties will, at any time, review this Agreement with a view to adopting such further arrangements as may be feasible and desirable to enhance cooperation in the enforcement of the respective competition and consumer protection laws.
13. Review of this Agreement will be after every two (2) years from the date of commencement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Memorandum of Understanding.

DONE in two original texts on the 5 day of December 2022.

The COMESA Competition Commission



.....
Dr Willard Mwemba

Director & Chief Executive Officer

Law Association of Zambia



.....
Mr Lungisani Zulu

The President

Witnessed by:



.....
Ms. Mary Gurure

Manager Legal Services



.....
Ms Matilda Chileshe Kaoma

Honorary Secretary