



**COOPERATION FRAMEWORK AGREEMENT**

**BETWEEN**

**THE COMESA COMPETITION COMMISSION**

**AND**

**THE ETHIOPIAN MINISTRY OF TRADE AND REGIONAL INTEGRATION**

**REGARDING**

**COOPERATION IN THE APPLICATION AND ENFORCEMENT OF COMPETITION AND  
CONSUMER PROTECTION LAWS**

**OCTOBER 2022**

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A handwritten signature in black ink, appearing to be the signature of a representative of the Ethiopian Ministry of Trade and Regional Integration.

COOPERATION FRAMEWORK AGREEMENT BETWEEN THE COMESA COMPETITION COMMISSION AND ETHIOPIAN MINISTRY OF TRADE AND REGIONAL INTEGRATION REGARDING COOPERATION IN THE APPLICATION AND ENFORCEMENT OF THEIR COMPETITION AND CONSUMER PROTECTION LAWS

This Cooperation Framework Agreement is made on this...<sup>21st</sup>.....day of <sup>October</sup>..... 2022.

BETWEEN

- I. **COMESA Competition Commission**, a Regional Competition and Consumer Protection 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. **Ethiopian Ministry of Trade and Regional Integration**, a Ministry having a mandate to perform trade competition and consumer protection functions pursuant to the Proclamation on the Definition of Powers and Duties of Executive Organs, ("Proclamation No. 1263/2021"), and whose address of service for purposes of this agreement is care of District 04 Gured Shola, Bole Sub City, Addis Ababa Ethiopia (hereinafter referred to as "MoTRI")

RECOGNISING THAT:

The Parties share the view that the sound and effective enforcement of competition and consumer protection laws is a matter of importance to the efficient operation of their respective markets and enhancement of consumer welfare;

The parties' commitment to enhancing the sound and effective enforcement of their competition and consumer protection laws through cooperation and, in appropriate cases, coordination between them in the application of those laws;

Coordination of their enforcement activities may, in certain cases, result in a more effective resolution of the Parties' respective competition and consumer rights' concerns which would otherwise have been attained through independent enforcement action by the Parties;

The Parties' commitment to giving careful consideration to each other's important interests in the application of their competition laws and to using their best efforts to arrive at an accommodation of those interests;





## HAVING REGARD TO:

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

The provisions of Article 5 of the COMESA Treaty as read with Article 5 of the Regulations providing the obligations of Member States; to take all appropriate measures, whether general or particular, to ensure fulfillment of the obligations arising out of the Regulations or resulting from action taken by the CCC under these Regulations, to facilitate the achievement of the objects of the Common Market and abstain from taking any measure which could jeopardize the attainment of the objectives of the Regulations;

The provisions of Article 2 of the Regulations dealing with 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;

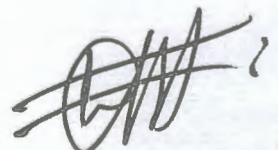
The provisions of Article 6 of the Regulations establishing the CCC as a body corporate and Article 7(1) of the Regulations which mandates the CCC to apply the provisions of the Regulations with regard to trade between Member States and be responsible for promoting competition within the Common Market.

The provisions of Article 7(2) of the Regulations which empowers the CCC among others to initiate cooperation with competition authorities of Member States; help Member States promote national competition laws and institutions with the objective of harmonisation with the Regulations and ensure uniform application of same; assist Member States in the implementation of its decisions; provide support to Member States in promoting and protecting consumer welfare; and facilitate the exchange of relevant information and expertise;

The provisions of Articles 24(8) and 26(6) of the Regulations which provides for the referral of a merger application for consideration under the Member State's national competition law, and for the CCC to work with the relevant Member States in conducting merger enquiries, respectively;

The provisions of Rule 40 of the COMESA Competition Rules ("the Rules") which provides for close and constant liaison between the CCC and the competition authorities of the Member States in establishing the existence of infringements of Articles 16 or 18 of the Regulations in the applications and notifications by undertakings;

The provisions of Rules 41(1), 43(1) and 44 of the Rules which mandates the CCC to: obtain all necessary information from the Governments and competition authorities of the Member States and from undertakings and association of undertakings; to request competition authorities of





Member States to undertake investigations which the CCC deems to be necessary; and for officials of the CCC to carry out investigations in Member States in consultation with the competent authorities of Member States in whose territory the investigation is to be made, respectively;

Cognizant that Ethiopia is one of the Member States of COMESA, a regional economic block whose objective is to promote regional economic integration through trade and investment;

The provisions of Article 105(4) and 106 (2) of Proclamation No. 1263/2021 which transferred the rights and obligations of the Ethiopian Trade Competition and Consumer Protection Authority ("TCCPA") to MoTRI and repealed the provisions of the Trade Competition and Consumers Protection Proclamation No. 813/2013 ("Proclamation 813/2013") which governed the establishment of the TCCPA;

The Provisions of Article 22(1)(k) and Article 22(1)(o) of Proclamation No. 1263/2021 which empowers MoTRI to perform trade competition and consumer protection functions and implement powers and duties , other than adjudication, which were entrusted to TCCPA under Proclamation No. 813/2013;

#### **ACKNOWLEDGING**

The desirability of setting standards for procedures by which the CCC can act as a forum for exchange of views, consultations and conciliations on matters relating to anti-competitive practices and consumer protection practices affecting COMESA regional and international trade;

The desirability of Member States to cooperate at regional level in the implementation of their respective national competition and consumer legislation in order to eliminate the harmful effects of anti-competitive practices and consumer protection;

The importance of coordinating and cooperating with Regional Economic Communities (RECs) such as the Tripartite Free Trade Area (TFTA), the African Continental Free Trade Area (AFCFTA) and the need for Member States to comply with the obligations of enforcing regional competition and consumer protection law including harmonization of national laws with the regional laws.

That it is imperative that COMESA Member States give effect to the principles of regional competition Regulations and Rules and to use moderation and self-restraint in the interest of co-operation in the field of anti-competitive business practices, mergers and consumer protection matters;

That closer cooperation between the CCC and competition authorities of COMESA Member States in the form of notification, exchange of information, coordination of actions, and consultation among Member States should be encouraged.



## CONSCIOUS OF

Article 7(2)(d) of the Regulations which empowers the CCC to cooperate with competition and consumer protection authorities of Member States and Article 30(14) of Proclamation No. 813/2013 which mandates MoTRI to establish relationships with domestic and foreign institutions having similar objectives which power had been entrusted to TCCPA.

## NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### Article 1 Definitions

In this Agreement:

1. "**Agreement**" means this Cooperation Framework Agreement.
2. "**Anti-competitive**" means a conduct which restrains competition between the Member States and is not otherwise exempt by law or authorised in a manner required by the Regulations;
3. "**COMESA Treaty**" means the Treaty establishing the Common Market for Eastern and Southern Africa.
4. "**Common Market**" means the Common Market for Eastern and Southern Africa established by Article 1 of the COMESA Treaty.
5. "**Competition and consumer protection authorities**" means:
  - a. the CCC established under Article 6 of the COMESA Competition Regulations; and
  - b. the MoTRI, a body mandated to perform trade competition and consumer protection functions as per Article 22(1)(k) of Proclamation No. 1263/2021.
6. "**Competition and Consumer Protection law(s)**" means:
  - a. for the CCC, the COMESA Competition Regulations and the accompanying Competition Rules promulgated under Article 55 (3) of the Treaty establishing the Common Market;
  - b. for Ethiopia, the Trade Competition and Consumer Protection Proclamation No. 813/2013 or any other Proclamation that may be enacted to regulate competition and consumer protection in Ethiopia and any subsidiary legislation made thereunder; and



- c. for both the CCC and MoTRI, any such other legislations as the Parties shall jointly agree to be "competition and consumer protection laws" for the purpose of this Agreement.
7. **"Enforcement activities"** means any application of competition and consumer protection laws by way of investigation or proceedings conducted by a Party.
8. **"Member State"** means a Member State of the Common Market.
9. **"Parties"** Means the COMESA Competition Commission (CCC) and the Ministry of Trade and Regional Integration (MoTRI).
10. **"Conduct having Regional Dimension"** means conduct or practice affecting two or more Member States or having an appreciable effect in the Common Market.
11. **"Territory"** means:
- the Common Market; and
  - Federal Democratic Republic of Ethiopia

## Article 2 Purpose of this Agreement

The Purpose of this Agreement is to promote and facilitate cooperation and coordination between Parties in:

- Implementation of competition and consumer protection laws of the Parties in order to foster effective enforcement including the review of laws and designing of institutional arrangements;
- Development of capacity building and technical assistance programmes for competent authorities of Ethiopia to enhance effective enforcement of their laws;
- Their enforcement activities including, but not limited to, conducting joint investigations when the situation dictates so;
- Discussion of emerging trends and sharing international best practices on competition and consumer protection; and
- Elimination of duplicity and lessening the possibilities of divergence through harmonization of competition and consumer protection laws at national, regional and continental level.

**Article 3**  
**Notification**

1. Each Party shall notify the other Party in writing whenever it becomes aware that its enforcement activities may affect important interests of the other Party.
2. Enforcement activities as to which notification will generally be appropriate include those that:
  - a. involve anticompetitive activities carried out wholly or in part in the territory of the other Party;
  - b. involve unfair trade practices and offensive conducts affecting consumers carried out wholly or in part in the territory of the other party;
  - c. involve conducts believed to have been required, encouraged or approved by the other Party;
  - d. involve the imposition of remedies, conditions, undertakings or commitments by a party that would require or prohibit conduct in the territory of the other Party;
3. With respect to mergers or acquisitions, each Party will notify the other Party with any significant information that comes to its attention regarding mergers that it believes is relevant to, or may warrant, enforcement activity by the other Party. In particular, MoTRI should notify the CCC of any merger transaction having or likely to have a regional dimension.
4. Each Party shall also notify the other Party whenever it intervenes or otherwise participates in a regulatory or judicial proceeding if the issues addressed in the intervention or participation may affect the important interests of the other Party.
5. Notifications shall be made as soon as possible and shall be sufficiently detailed to enable the notified Party to make an initial evaluation of the effect of the enforcement activity on its own important interests. Notifications shall include the names and addresses of the natural and legal persons involved, the nature of the activities under investigation and the legal provisions concerned.

**Article 4**  
**Undertakings of the Parties**

1. The Parties shall take all appropriate measures, whether general or particular, to ensure fulfillment of the obligations arising out of this Agreement or resulting from action taken by the Parties under this Agreement.





2. The Parties shall facilitate the achievement of the objectives of the COMESA Treaty and purpose of this Agreement and, in so doing, shall abstain from taking any measure which could jeopardise the attainment of the objectives of this Agreement.
3. The Parties shall be free to determine the appropriate method of implementing the provisions of this Agreement within their legal system and practice, as long as such method of implementation enhances the efficient and effective attainment of the objectives of this Agreement.
4. The Parties will make timely submissions of information including information related to mergers and acquisitions, restrictive business practices and consumer protection matters.

**Article 5**  
**Exchange of Information**

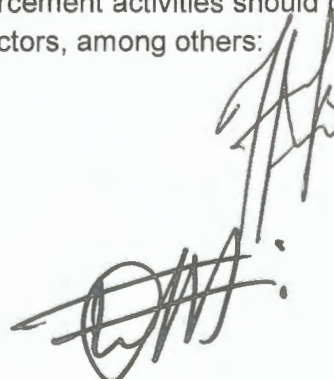
1. Each Party agrees to provide to the other Party, upon request and to the extent compatible with their respective competition and consumer protection laws, such information within its possession as the requesting Party may describe that is relevant to an enforcement activity that is being contemplated or conducted by the requesting Party's competition and consumer authority.
2. Each Party agrees to provide the other Party any information that comes to its attention regarding anti-competitive business practices and mergers transactions that the Party believes is relevant to, or may warrant, enforcement activity by the other Party.
3. The information shared between the Parties shall be used solely for the purpose of implementing this Agreement.

**Article 6**  
**Coordination and Cooperation in Market Inquiries and Enforcement Activities**

1. The Parties shall render assistance to each other in their enforcement activities, to the extent compatible with their respective competition and consumer protection laws and their respective interests, and within the reasonably available resources.
2. The Parties shall cooperate in the enforcement of the competition and consumer protection laws and share information which will facilitate effective implementation of the respective laws.
3. The Parties may make proposals or participate in the review of their competition and consumers protection laws where necessary to facilitate cooperation and collaboration.
4. The Parties may coordinate in undertaking research and/or market inquiries in identified sectors and to ascertain any competition concerns in those sectors.



5. The Parties will cooperate in the enforcement of their respective competition and consumer protection laws.
6. The Parties shall, in this regard, assist each other in the enforcement of the competition and consumer laws through:
  - a. The Parties shall assist, upon request, in collecting, locating and securing evidence and enforce voluntary compliance with requests for information from undertakings or natural persons.
  - b. assisting the requesting Party with such information within the other Party's possession as the requesting Party may specify as relevant to the enforcement of the Regulations.
  - c. assisting the Party with any information that comes to the attention of the other Party about anti-competitive activities and merger transactions and consumer protection violations that may be relevant to or may warrant enforcement activity of the beneficiary Party.
  - d. Assisting the requesting Party in the implementation and enforcement of sanctions and remedies issued to any undertaking by the requesting Party in the other Party's territory.
  - e. Conducting joint investigations, where possible.
7. A Party may notify the other Party about, mergers, and anti-competitive practices in its territory, and consumer protection violations and may request that the other Party to initiate appropriate enforcement activities. The notification shall be as specific as possible about the nature of the conduct taking place in its territory and its likely effects and if enforcement has already taken place, it shall state the measures or remedies (if any) is imposed.
8. Upon receipt of a notification, the notified Party shall advise the notifying Party of its decision. If enforcement activities are initiated, the notified Party shall advise the notifying Party of their outcome and, to the extent possible, of interim developments.
9. The requested Party shall assist in the investigations which the requesting Party considers to be necessary. Such investigations shall be carried out with the assistance of officials of the requesting Party, upon request, in accordance with the respective Party's laws.
10. In cases where the Parties have an interest in pursuing enforcement activities with regard to related situations, they may agree that it is in their mutual interest to coordinate their enforcement activities. In considering whether particular enforcement activities should be coordinated, the Parties shall take account of the following factors, among others:

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- a. the opportunity to make more efficient use of their resources devoted to the enforcement activities;
  - b. the relative abilities of the Parties to obtain information necessary to conduct the enforcement activities;
  - c. the effect of such coordination on the ability of both Parties to achieve the objectives of their enforcement activities; and
  - d. the possibility of reducing costs incurred by persons subject to the enforcement activities.
11. In any coordination arrangement, each Party shall conduct its enforcement activities expeditiously and, insofar as possible, consistently with the enforcement objectives of their respective competition laws.
  12. The Parties shall carry out the investigations expeditiously and consistent with their relevant laws and shall take into account the enforcement objectives of the respective laws and the deadlines stipulated in their respective competition laws.
  13. Nothing in this Article limits the discretion of the notified Party under its competition laws and enforcement policies as to whether or not to undertake enforcement activities with respect to the notified anti-competitive activities or precludes the notifying Party from undertaking enforcement activities with respect to such anticompetitive activities, mergers and consumer protection activities.

#### **Article 7 Avoidance of Conflicts**

1. The Parties agree that it is in their common interest to minimize any potentially adverse effects of their enforcement activities in as far as the application of the respective competition and consumer protection laws are concerned.
2. Each Party shall seek, at all stages in its enforcement activities, to take into account the important interests of the other Party in decisions as to whether or not to initiate an investigation or proceeding, the scope of an investigation or proceeding, the nature of the remedies or penalties sought, and in other ways, as appropriate.
3. Any divergent views arising out of the enforcement of the respective competition and consumer protection laws will be addressed in a timely and practicable manner as circumstances may permit.

#### **Article 8 Consultation**

1. Either Party agrees to consult promptly with the other Party in response to a request by the other party for consultations regarding any matter related to this Agreement and to



attempt to conclude consultations expeditiously with a view to reaching mutually satisfactory conclusions.

2. Any request for consultations shall indicate the reasons thereof and shall state whether any procedural time limits or other constraints require that consultations be expedited. Such consultations shall take place at the appropriate level, which may include consultations between the heads of the Parties.
3. During consultations, each Party shall take into account the principles of cooperation set forth in this Agreement and shall be prepared to explain to the other Party the specific results of its application of those principles to the matter under discussion.
4. A Party shall as soon as is practical, inform the other Party of any amendment made to its competition laws as well as any change in the enforcement practice of its competition authority that may affect the operation of this Agreement. Upon request of either Party, the Parties shall hold consultations in order to assess the specific implications of such amendments or changes for this Agreement, and in particular to determine whether this Agreement should be amended.

#### **Article 9 Meetings**

1. The Parties will endeavor, in case of need or at the request of the either Party to, *inter alia*:
  - a. discuss current issues, experiences and new developments of mutual interest with respect to competition and consumer policy development, legislation and enforcement or the operation of the present Agreement;
  - b. exchange non-confidential information on the competition environment in economic sectors of common interest; and
  - c. discuss other matters of mutual interest relating to the application of the competition and consumer protection laws of each Party.
2. The Parties may schedule meetings every 6 months and from time to time, as may be necessary.

#### **Article 10 Technical Assistance and Capacity Building**

1. The Parties shall pursue technical assistance and capacity building programs through integrated strategies that incorporate economic, social, cultural, environmental and



institutional elements that are unique to each Party. In this context and within the framework of development policies and reforms pursued by the Parties; the Parties' cooperation framework and orientation shall take into account the different levels of development as well as the economic needs of each Party and the difficulties faced in meeting their obligations under this Agreement.

2. The technical assistance and capacity building programs shall pay systematic attention to institutional aspects and in this context shall support the efforts of either Party to develop and strengthen structures, institutions including the Ministry of Justice and procedures that help to enhance the effective enforcement of the competition laws and policies in their respective territories. In this context, the Parties shall:
  - a. jointly mobilize resources for capacity building aimed at assisting the Parties in the establishment and/or strengthening of the respective competition laws and enforcement agencies.
  - b. jointly facilitate and develop competition and consumer protection advocacy programmes involving the sensitisation of policy makers, parliamentarians, the judiciary, the business community, and the general public about the role of competition and consumer laws and policies;
  - c. jointly facilitate the establishment of a mechanism to enable the Parties to take the necessary steps to adopt, strengthen and implement the necessary competition and consumer protection laws in their respective territories.

**Article 11**  
**Communication under this Agreement**

1. Communications under this Agreement shall be made in writing and in English.
2. Communications under this Agreement shall be carried out in writing electronically to the relevant address of the other party as indicated below to

**For the CCC:**

The Director and Chief Executive Officer  
COMESA Competition Commission  
P.O.Box 30742  
Lilongwe 3  
Malawi





**For the MoTRI:** The State Minister  
Ministry of Trade and Regional Integration  
District 04 Gured Shola, Bole Sub City,  
Addis Ababa, Ethiopia

3. Each Party shall designate a Desk Officer for the purpose of liaison with each other in the enforcement of the respective competition laws

### **Article 12 Confidentiality and use of information**

1. Notwithstanding any other provision of this Agreement, neither Party is required to disclose information to the other Party where such disclosure is prohibited by the laws of the Party possessing the information or would be incompatible with the important interests of the Party possessing the information.
2. Each Party agrees to maintain, to the fullest extent possible, the confidentiality of information provided to it in confidence by the other Party under this Agreement and to oppose, to the fullest extent possible, any application for disclosure of such information by a third party that is not authorized to obtain the confidential information by the Party that supplied the information.

### **Article 13 Existing Law**

Nothing in this Agreement shall be interpreted in a manner inconsistent with the existing laws, or as requiring any change in the competition laws of the Parties.

### **Article 14 Dispute Resolution**

Any disputes that may arise from this Agreement will be amicably resolved through consultations.

### **Article 15 Entry into Force, Duration and Implementation**

1. This Agreement shall enter into force upon signature by the Parties.
2. This Agreement will remain in force unless terminated by either Party.

3. The Parties will agree on the mechanism and mode of implementation of this Agreement.

**Article 16**  
**Review, Amendment and Termination**

1. 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 their respective competition and consumer protection laws.
2. The Parties may, at any time, by consensus, amend this Agreement.
3. Either Party may terminate this Agreement by giving the other Party sixty (60) days written notice of intention to terminate this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE in two original texts on the 21<sup>st</sup> Day of October 2022 at Addis Ababa, Ethiopia

**The COMESA Competition Commission**

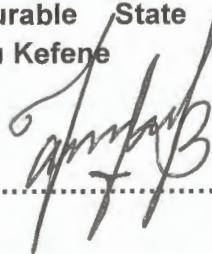
**Dr Willard Mwemba**



Director & Chief Executive Officer

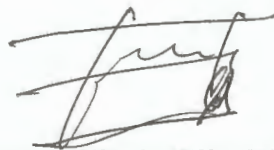
**Ethiopian Ministry of Trade and Regional Integration**

**Honourable State Minister Teshale Belihu Kefene**



State Minister

**Witnessed by:**



**Ms Alexia M.N. Waweru**  
Senior Legal Officer

**Mr. Getinet Ashenafi Metaferiya**  
Head of anti-competitive Trade Practices Prevention Desk