



**MEMORANDUM OF UNDERSTANDING
FOR COOPERATION IN THE ENFORCEMENT OF COMPETITION AND CONSUMER
PROTECTION LAWS**

BETWEEN

**THE COMPETITION AUTHORITIES OF THE REGIONAL ECONOMIC COMMUNITIES
OF:**

**COMMON MARKET EASTERN AND SOUTHERN AFRICA,
ECONOMIC COMMUNITY OF WEST AFRICAN STATES,
EAST AFRICAN COMMUNITY
AND
WEST AFRICAN ECONOMIC AND MONETARY UNION**

FEBRUARY 2026

This Memorandum of Understanding is made:

BETWEEN

- I. **COMESA COMPETITION AND CONSUMER COMMISSION**, a Regional Competition and Consumer Protection Agency established by the COMESA Competition and Consumer Protection Regulations, 2025 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 CCCC");¹
 - II. **EAST AFRICAN COMMUNITY COMPETITION AUTHORITY**, an institution of the East African Community established by the Treaty for the Establishment of the East African Community and East African Community Competition Act, 2006 and whose address of service is care of EAC Close, Afrika Mashariki Road, P.O. Box 1096 Arusha, Tanzania on the other hand; (hereinafter referred to as "the EACCA") ;²
 - III. **ECOWAS REGIONAL COMPETITION AUTHORITY**, an ECOWAS specialized Agency established through the adoption of ECOWAS Supplementary Act A/SA.1/12/08 adopting the Community Competition Rules and the modalities for their application within ECOWAS by the Authority of Head of States and Governments, and whose address of service is care of Bertil Harding Highway, Bijilo, The Gambia on the other hand; (hereinafter referred to as "the ERCA") ;³
- AND**
- IV. **WEST AFRICAN ECONOMIC AND MONETARY UNION COMMISSION**, a sub-regional integration organization, empowered under its amended Treaty to enforce competition law, and having its headquarters at 380, Avenue du Professeur Joseph KI-ZERBO, 01 BP 543 Ouagadougou 01, Burkina Faso (hereinafter referred to as "the UEMOA") ;⁴

hereinafter collectively referred to as the "Parties" and individually in their respective acronyms.

¹ COMESA comprises of twenty-one (21) Member States namely: Burundi, Comoros, Democratic Republic of the Congo, Djibouti, Egypt, Eritrea, Eswatini, Ethiopia, Kenya, Libya, Madagascar, Malawi, Mauritius, Rwanda, Seychelles, Federal Republic of Somalia, Sudan, Tunisia, Uganda, Zambia and Zimbabwe.

² EAC comprises of eight (8) Partner States namely: Burundi, Democratic Republic of the Congo, Federal Republic of Somalia, Kenya, Rwanda, South Sudan, Uganda and United Republic of Tanzania.

³ ECOWAS comprises of Twelve (12) Member States, namely: Benin, Cape Verde, Côte D'Ivoire, the Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Nigeria, Senegal, Sierra Leone and Togo.

⁴ UEMOA comprises of eight (8) Member States, namely: Benin, Burkina Faso, Côte D'Ivoire, Guinea-Bissau, Mali, Niger, Senegal and Togo.

PREAMBLE

CONSIDERING the provisions of Article 3 (l) of the Constitutive Act of the African Union adopted in Durban, South Africa on 10th July 2002 on coordinating and harmonizing the policies between the RECs for the gradual attainment of the overall objectives of the Union;

CONSIDERING the Abuja Treaty adopted by the Assembly of Heads of State and Government of the Member States of the Organisation of African Unity in Abuja, Nigeria on 3rd June 1991 and which entered into force on 12th May 1994, and established the African Economic Community with the aim of *inter alia* deriving mutual benefit, coordination and integration of policies for the social and economic development of Africa;

INSPIRED by the objectives of the Abuja Treaty which include the coordination and harmonization of policies among existing and future economic communities in order to foster gradual establishment of the Community and integration of African economies;

NOTING that the Abuja Treaty provides that the Community shall by stages ensure, among others, the strengthening of Regional Economic Communities RECs and conclusion of agreements;

RECALLING that the AfCFTA Agreement adopted by Decision Ext/Assembly/AU/Dec.1(X) of the Assembly of Heads of State and Government of the African Union (Assembly) 10th Extraordinary Session held in Kigali, Rwanda, March 2018, which aligns with the objectives and principles of the Abuja Treaty and sets out various objectives including the need to enhance the competitiveness of the State Parties within the continent and global market; and to resolve the challenges of multiple and overlapping memberships, and expedite the regional and continent integration process;

RECALLING that the AfCFTA Agreement recognizes that RECs are building blocs towards the establishment of the AfCFTA;

NOTING that the Protocol to the Agreement Establishing the African Continental Free Trade Area on Competition Policy recognizes the need for closer cooperation at national, regional and continental levels in the implementation of respective competition laws to address the harmful effects of anti-competitive and other restrictive business practices; and the need for RECs to maintain their jurisdiction as building blocs for an integrated competition regime in Africa;

BEARING IN MIND that the Parties share the view that sound and effective enforcement of competition and consumer protection laws is a matter of importance to the efficient operation of their respective markets and trade between them;

CONSCIOUS that coordination of the Parties enforcement activities may, in certain cases, result in a more effective resolution of the Parties' respective competition and consumer protection concerns than would be attained through independent enforcement action by the Parties;

CONSCIOUS OF the Parties' commitment to giving careful consideration to each other's important interests in the enforcement of their competition and consumer protection laws;

HAVING REGARD TO:

The provisions of Article 55 of the Treaty establishing the Common Market for Eastern and Southern Africa (COMESA), the COMESA Competition and Consumer Protection Regulations, 2025 and COMESA Competition and Consumer Protection Rules, 2025 established thereunder which vest the CCCC with the mandate of regulating competition and consumer protection in the Common Market of the COMESA Region;

The provisions of Article 75 (1) (i) of the Treaty for the Establishment of the East African Community, East African Community Competition Act, 2006, the East African Community Competition Regulations, 2010 which vest the EACCA with the mandate of regulating competition and consumer protection in the EAC Region;

The provisions of Articles 3, 7, 8 and 9 of the Revised ECOWAS Treaty, Supplementary Act A/SA.1/12/08 adopting the Community Competition Rules and their implementing modalities between ECOWAS, Article 13 of the Supplementary Act A/SA.2/12/08 on the establishment, functions and operation of the ECOWAS Regional Competition Authority, Regulation C/REG.21 /12/21 establishing the powers and composition of the Council of the ECOWAS Regional Competition Authority and relevant Rules of Procedure;

The provisions of Article 4(a), 7, 13 and 76(c), 88, 89 and 90 of the Amended Treaty of the UEMOA, Regulation No. 02/2002/CM/UEMOA of 23rd May 2002 on anticompetitive practices within the UEMOA, Regulation No. 03/2002/CM/UEMOA of 23rd May 2002 on procedures applicable to cartels and abuses of dominant positions within the UEMOA and relevant Rules of Procedure, Regulation No. 04/2002/CM/UEMOA of 23rd May 2002 to assist the State within the UEMOA in the modality of implementation article 88(c) of the Treaty;

COGNIZANT that the Parties are regional competition authorities whose core mandate is to regulate competition and protect consumers in their respective regions, including in those Member/Partner States which have overlapping membership.

NOTING the importance of coordination and cooperation by the regional Competition and Consumer Authorities (RCCAs) in enhancing the enforcement by the continental competition body.

NOTING of the need for RCCAs to cooperate in the implementation of their respective competition and consumer policies and laws in order to eliminate the harmful effects of anti-competitive and unfair trade business practices.

BEARING IN MIND the importance of ensuring certainty in the market with regard to the application of the RECs respective competition and consumer laws;

DESIROUS that closer cooperation between the RCCAs , regarding the coordination of their activities, should be encouraged.

MINDFUL of existing cooperation arrangements between RCCAs.

BEARING IN MIND that new cooperation agreements are likely to be signed between RCCAs;

THE PARTIES AGREE to engage, cooperate, collaborate and coordinate their efforts **AS FOLLOWS:**

ARTICLE 1 DEFINITIONS

In this Memorandum of Understanding;

“**Abuja Treaty**” means the Treaty Establishing the African Economic Community;

“**AfCFTA**” means the African Continental Free Trade Area;

“**CCCC**” means the COMESA Competition Commission;

“**EACCA**” means the East African Community Competition Authority;

“**ERCA**” means the ECOWAS Regional Competition Authority;

“**RCCAs**” means the regional competition and consumer protection authorities of Africa;

“**RECs**” means Regional Economic Communities; and

“**UEMOA**” means the West African Economic and Monetary Union.

ARTICLE 2 PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is to establish a framework of cooperation between the RCCAs with respect to the enforcement of their competition and consumer protection policies and laws, in order to enhance enforcement at the continental level.

ARTICLE 3 OBJECTIVES

The main objective of this MOU is to strengthen the relationship between the RCCAs and promote closer cooperation at various levels as provided below:

- a) RCCAs and their Member / Partner States;
- b) RCCAs party to this MOU and other RCCAs; and
- c) RCCAs and the continental body to be established under the AfCFTA.

ARTICLE 4 AREAS OF COOPERATION

The Parties seek to enhance collaboration through the following:

- a) strengthening the collaboration of the RCCAs on developing matters of common interest at the regional, continental and global levels.
- b) building the capacities of RCCAs and their Member States on emerging issues in the enforcement of competition and consumer protection policies and laws including through exchange of expertise and staff.
- c) ensuring international cooperation to attract special projects in the continent in particular priority sectors for the benefit of the continent;
- d) ensuring cooperation and collaboration to protect and promote the interests of the RCCAs;
- e) Information sharing taking into account the confidentiality obligations pertaining under each RCCA;
- f) Conducting joint studies;
- g) Undertake joint investigations and enforcement activities, where applicable;
- h) Harmonisation of the policies/laws of the different RCCAs, discussion around emerging trends and sharing international best practices on competition and consumer protection;
- i) Enhancing the role of the RCCAs at the AfCFTA level; and
- j) Supporting the achievement of the continental competition policy at the AfCFTA level.

**ARTICLE 5
COORDINATION OF ACTIVITIES**

1. The Parties may provide assistance to each other in their enforcement activities to the extent compatible with their respective competition and consumer protection laws and their respective important interests.
2. In cases where Parties have an interest in pursuing enforcement activities with regard to related matters, they may agree whether it is in their mutual interest to coordinate their enforcement activities and enter into arrangements to further such collaboration.

**ARTICLE 6
EXCHANGE OF INFORMATION AND CONFIDENTIALITY**

1. The parties may share information among themselves in accordance with their respective laws.
2. Subject to complying with any relevant legal requirements and unless otherwise agreed by the other Party in advance, each Party is obliged to keep the information provided by the other Party according to this MOU confidential.
3. Notwithstanding any other provision of this MOU, 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 that Party.
4. Unless otherwise agreed by the Parties, each Party shall, to the fullest extent possible, maintain the confidentiality of any information communicated to it in confidence by the other Party under this MOU. Each Party shall oppose, to the fullest extent possible, any application by a third party for disclosure of such information unless where the circumstances dictate for such disclosure to take place.
5. A Party, after notifying the other Party, will inform the competent authorities of the Member/Partner State or Member/Partner States whose interests are affected by the notifications sent to it by the other Party.
6. Before taking any action, which may result in a legal obligation to make available to a third party information provided in confidence under this MOU, the Parties shall consult one another and give due consideration to their respective interests.
7. Information received by a Party under this MOU shall only be used for the purpose of this MOU.

8. A Party may require that information furnished pursuant to this MOU be used subject to the terms and conditions it may specify. The receiving Party shall not use such information in a manner contrary to such terms and conditions without the prior consent of the other Party.

**ARTICLE 7
MITIGATION OF CONFLICTS IN ENFORCEMENT**

1. The Parties agree that it is in their common interest to minimize or avoid any potentially adverse effects of their enforcement activities in as far as the application of their respective competition and consumer protection laws are concerned.
2. Any divergent views arising out of the enforcement of the respective competition laws will be addressed in a timely and practicable manner as circumstances may permit.

**ARTICLE 8
IMPLEMENTATION OF THE MOU**

1. Parties will jointly undertake appropriate technical and administrative procedures in the implementation of activities under this MOU
2. In order to ensure the smooth implementation of this MOU the Parties agree to:
 - a) Conduct annual meetings to discuss thematic areas including invitations of experts and cooperating partners, if required;
 - b) Create a standing committee, constituted of the designated focal points of the RCCAs, to oversee the implementation of activities agreed at the annual meetings.
 - c) Develop a Work Plan for specific cooperation activities agreed at the annual meetings and update such Work Plan as necessary;
 - d) Develop procedures, guidelines, notices or any other such instruments, as may be necessary, for the better carrying out of the provisions of this MOU.

**ARTICLE 9
FINANCIAL PROVISIONS**

1. Unless the Parties have agreed otherwise in advance in writing, each Party shall bear its own costs in relation to the implementation of any activities to be undertaken under this MoU including the participation of its representatives in the work to be performed under this MOU.

2. The Parties may jointly contribute resources to the cooperation effort and may also agree to share costs.
3. Should an exchange of funds become necessary, as mutually agreed by the Parties, the Parties shall specify in writing the manner in which the activity shall be funded.
4. Subject to their respective laws, the Parties may agree to seek financial support towards implementation of the MoU.

**ARTICLE 10
COMMUNICATION UNDER THIS MOU**

1. Communications under this MOU shall be addressed to the Head of the CCAs.
2. The Communications shall be in writing in English, French or any other language as agreed upon by the Parties.

Provided that, where the communication is in English and is addressed to a French or any other language speaking party, the communication will include a copy of the French translation or any other language of the same and inversely.

**ARTICLE 11
LEGAL RELATIONSHIP OF THE PARTIES**

1. The MOU is not legally binding, and the Parties have no intention of creating any legal commitments. It will therefore not infringe and/or affect the rights and obligations of the Parties relating to other bilateral or international agreements which they are signatories.
2. Nothing in this MOU will limit the discretion of the respective Parties to decide whether or not to undertake enforcement activities or to make any decision.
3. Nothing in this MOU will require any Party to take any action, or to refrain from acting, in a manner which would be inconsistent with the existing laws of the CCA of the REC of the respective Parties, nor will anything in this MOU require any changes to those laws.

**ARTICLE 12
PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities which the Parties enjoy by virtue of the International Agreement/Convention and Law applicable to the respective Parties.

**ARTICLE 13
DISPUTE SETTLEMENT**

The Parties shall settle any dispute arising from the interpretation or application of this MOU amicably through consultation or negotiation amongst themselves.

**ARTICLE 14
REVIEW AND AMENDMENT**

1. The MOU may be reviewed or amended, from time to time, subject to the mutual written agreement of the Parties; and
2. Any proposed amendments or review shall be notified in writing and the instruments expressing these amendments shall be appended to and shall become an integral part of this MOU.

**ARTICLE 15
ADDITION OF PARTIES TO THE MOU**

1. An RCCA that wishes to join this cooperation framework , may express their interest through a formal request to the signatories to this MOU.
2. An RCCA that wishes to join this cooperation framework will submit their application to the RCCA signatory to this MOU.
3. The CCAs will consider the formal request and make a decision on the possible inclusion and if agreed, the process to be followed for the formalization of the request for inclusion.

**ARTICLE 16
ENTRY INTO FORCE AND TERMINATION**

1. This MOU shall enter into force upon signature by all Parties and will remain in force unless terminated by the Parties.
2. Either Party may terminate its participation to this MOU by giving the other Parties ninety (90) days written notice of intention to terminate this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorized by the Parties, have signed this MOU at **Livingstone, Zambia** on **26 February 2026** in four (4) original texts, in English and French, all versions being equally authentic.

Signed by the duly authorized representative of the COMESA COMPETITION AND CONSUMER COMMISSION

Name: Willard Mwendu

Signature: [Signature]

Designation: Chief Executive Officer

Signed by the duly authorized representative of the EAC COMPETITION AUTHORITY

Name: Stella Onyancha

Signature: [Signature]

Designation: Acting Registrar

Signed by the duly authorized representative of the ECOWAS REGIONAL COMPETITION AUTHORITY

Name: Dr. Simem Konan KOFFI

Signature: [Signature]

Designation: EXECUTIVE DIRECTOR

Signed by the duly authorized representative of the UEMOA

Name: Dr. Filipe Muel SAWADCO

Signature: [Signature]

Designation: COMMISSAIRE