



Memorandum of Understanding on Cooperation
between
The Office of Fair Trading of
the United Kingdom of Great Britain and Northern Ireland
and
National Development and Reform Commission of
the People's Republic of China

Foreword

The Office of Fair Trading of the United Kingdom of Great Britain and Northern Ireland (OFT) and the National Development and Reform Commission of the People's Republic of China (NDRC) (hereinafter referred to as the "Participants"),

Recognizing the value and importance of mutual co-operation in promoting the effective enforcement of relevant laws in the respective countries aimed at maintaining markets that work well,

Aiming to establish and develop co-operation in the enforcement of competition policy and related matters between the Participants,

Have reached the following understandings:-

1 Purpose of Cooperation

The purpose of this Memorandum of Understanding is to further enhance partnership working between the Participants by establishing a general framework for bilateral cooperation.



2 Scope of Cooperation

The cooperation between the Participants involved in the enforcement of competition policy will focus on a workplan approved by both Participants, and set out in an Annex to this Memorandum of Understanding.

The workplan will set out a programme of cooperation and may include:

Exchange of information on the policies, laws and rules regarding competition policy as well as the progress of legislation and enforcement, which is allowed by the laws of the respective countries;

Exchange of information on each country's competition regimes and respective 'agency effectiveness' experiences;

Sharing best practice, knowledge and expertise in tackling market problems and encouraging compliance; and

Specific projects for co-operative working to be approved and regularly updated by the Participants.

3 Consultation

Both Participants decide to:

1. Formally meet to review progress under this Memorandum of Understanding and update the workplan. Both Participants will decide the time and location of any such meetings.
2. Appoint a contact point from their respective offices to ensure adequate communication between the Participants.



4 Resources

All commitments made in this Memorandum of Understanding are subject to the availability of funds and each Participant's budget and work priorities. This Memorandum of Understanding is not meant to oblige funds, time, staff or other resources.

Both Participants have decided the following principles for meetings and visits: the host Participant will be responsible for providing venues and transportation which are part of official programmes. The visiting Participant will be responsible for international travel and accommodation costs.

Wherever possible, visit requests from Participants' regional and local offices will be channelled through each Participant, to ensure coordination and most effective use of resource.

5 Confidentiality

It is understood that the Participants do not intend to communicate information to the other Participant if such communication is prohibited by the laws governing the Participant possessing the information, or would not in that Participant's view be in its interests.

Subject to complying with any relevant legal requirements and unless otherwise decided upon by both Participants, each Participant will keep the information provided by the other according to this Memorandum of Understanding confidential.

6 Legislation and International Arrangements

This Memorandum of Understanding and the expressed intentions of the Participants will be subject to all the effective applicable laws and regulations in their respective countries. This Memorandum of Understanding does not affect the rights and obligations of the Participants acquired under extant arrangements or memoranda in which the Participants are themselves involved. This Memorandum of Understanding is not intended to be legally binding.



7 Resolution of Disputes

The Participants will resolve any discrepancies or disputes arising out of the interpretation or application of this Memorandum of Understanding through consultations.

8 Miscellaneous Provisions

This Memorandum of Understanding enters into effect on the date of signature and is valid for an initial term of two years. If both Participants decide it is of continued benefit it can be extended by a mutually approved period of time.

Either Participant may terminate the Memorandum of Understanding upon thirty (30) days written notice to the other Participant.

Signed in duplicate in (place) on this 10th day of Jan 2010 in the Chinese and English languages, both texts being equally authentic.

Office of Fair Trading

United Kingdom of Great Britain and Northern Ireland

National Development and Reform Commission

People's Republic of China



附件一：

**中华人民共和国国家发展和改革委员会
与
大不列颠及北爱尔兰联合王国公平交易办公室
合作谅解备忘录**

前 言

中华人民共和国国家发展和改革委员会和英国公平交易办公室（以下统称“双方”），认识到相互合作在促进各自国家致力于保持良好市场秩序的有效执法的价值和重要性，旨在建立和发展双方在竞争政策执法及相关事项上的合作。特此协议如下：

第一条 合作宗旨

签署本谅解备忘录的宗旨，是通过建立双边合作的总体框架，进一步加强双方之间的合作伙伴关系。



第二条 合作范围

双方有关竞争政策执法的合作应当集中于经双方同意并作为本谅解备忘录附件的工作计划。

工作计划将提出一项合作方案，可包括：

在各自国家法律允许的范围内，交流与竞争政策相关的政策、法律法规方面的信息，以及立法和执法情况；

交流关于各自国家的竞争制度和机关效能经验的信息；

分享在解决市场问题和鼓励企业守法方面的最佳做法、知识和技巧；

开展双方同意并定期更新的具体合作项目。

第三条 磋商

双方决定：

1、举行正式会议审查本谅解备忘录的进展和更新工作计划。双方将商定任何此类会议的时间和地点。

2、在各自部门内指定联络员，以保证双方的充分沟通。

第四条 资源

本谅解备忘录所作出的任何承诺，都取决于可用资金、各



方预算和工作重点。本谅解备忘录并不意味着双方在资金、时间、人员或者其他资源方面负有相应义务。

双方同意下列会晤和访问的原则：举办一方负责提供公务活动的场地和交通。访问一方负责国际旅费和住宿费。

为保证统筹协调和资源的有效使用，双方区域和地区办公室的访问需求将尽可能通过双方进行安排。

第五条 保密条款

双方一致认为，如果被交流的信息被相关法律所禁止或与一方的利益相冲突，一方有权拒绝交流信息请求。

在遵守相关法律要求的情况下，除双方同意外，任何一方都将为依据本谅解备忘录获取的信息保密。

第六条 法律和国际协议

本谅解备忘录和双方意图都受各自国家适用法律法规约束。本谅解备忘录不影响双方在其他现有协议或者备忘录下的权利和义务。本谅解备忘录不具有法律效力。

第七条 争端解决

任何关于本谅解备忘录解释或者适用上存在的分歧或争端，由双方协商解决。



第八条 其他规定

本谅解备忘录自签署之日起生效，第一个有效期为两年。
如果双方同意其有益性，有效期可以在双方约定的期限内延长。

任何一方可以在以书面形式通知另一方 30 日后，终止本谅解备忘录。

本谅解备忘录于 2011 年 1 月 10 日在伦敦签署，一式两份，
每份文本都用中文和英文写成，两种文体同等作准。

中华人民共和国
国家发展和改革委员会

大不列颠及北爱尔兰联合王国
公平交易委员会