

**MEMORANDUM OF UNDERSTANDING (MoU) ON COOPERATION BETWEEN THE  
AUTHORITY FOR FAIR COMPETITION AND CONSUMER PROTECTION OF  
MONGOLIA AND TURKISH COMPETITION AUTHORITY**

The Authority for Fair Competition and Consumer Protection of Mongolia (AFCCP) and Turkish Competition Authority (TCA) (hereinafter referred to as the "Parties") share the view that the sound and effective enforcement of their competition laws is a matter of importance to the efficient operation of the respective markets of the jurisdictions of the Parties and to trade between the jurisdictions of the Parties;

**ARTICLE I  
PURPOSE AND DEFINITIONS**

1. The purpose of this MoU is to promote cooperation among the Parties in the field of competition law.

2. In this MoU:

(a) "competition laws" will mean:

- i. for the AFCCP, The Law on Prohibiting Unfair Competition
- ii. for the TCA, Act No 4054 on the Protection of Competition

(b) "enforcement activity(ies)" will mean any application of competition laws by way of investigation or proceeding conducted by a Party.

(c) "territory(ies)" will mean the territories in respect of which the competition laws are administered by the Parties.

3. Any reference in this MoU to the competition laws will be interpreted as referring to the competition laws as amended from time to time and to any successor laws.

**ARTICLE II  
NOTIFICATION**

1. Each Party will notify the other Party of amendments to its competition law.

2. Each Party will notify the other Party in the manner provided by this Paragraph with respect to its enforcement activities that may affect the important interests of the other Party, including those that;

(a) are relevant to enforcement activities of the other Party;

(b) involve any conduct or transaction that may be subject to penalties or other relief under the competition law administered and enforced by the other Party, other than mergers or acquisitions, carried out wholly or in part in the territory of such Party, except where those activities are insubstantial;

(c) involve a merger or acquisition in which one or more of the parties to the transaction, or a company controlling one or more of the parties to the transaction, is a company incorporated or organized under the laws of the other Party; and

(d) involve a Party seeking information located in other Party's territory.

3. Each Party will endeavor to give notification pursuant to this Article when a Party becomes aware that notifiable circumstances are present.

### **ARTICLE III EXCHANGE OF INFORMATION**

1. The Parties have decided that it is in their common interest to share non-confidential information which will facilitate the effective application of the competition laws respectively and promote better understanding of each Party's enforcement policies and activities. To further their common interests, the Parties will endeavor to exchange and provide information in relation to:

(a) investigations and research conducted;

(b) speeches, research papers, journal articles, and other materials where translation does not cause unnecessary burden

(c) compliance education programs to be developed; and

(d) human resources development and management.

**ARTICLE IV  
MEETINGS**

1. To further their common interest in cooperation in the field of competition law, the Parties will hold periodic meetings, as necessary, to

(a) exchange non-confidential information on their current enforcement activities and priorities;

(b) exchange non-confidential information on economic sectors of common interest;

(c) discuss competition law changes which they are considering; and

(d) discuss other matters of mutual interest relating to the application of competition law.

**ARTICLE V  
IMPLEMENTING JOINT PROJECT AND PROGRAMS**

1. The Parties will implement joint projects and programs on technical assistance and/or capacity building of the AFCCP with support from TCA and international organizations.

2. The Parties have agreed to explore opportunities within their own capacity for co-organizing a joint top level seminar on competition issues in Ulaanbaatar, Mongolia.

**ARTICLE VI  
EXPENSE AND AGENCY SUPPORT ACTIVITIES**

1. All expenses for the visits of the competition officials from the TCA to the AFCCP will be undertaken by TCA.

In further, the expense of the AFCCP's staff visit for technical assistance to Turkey shall be determined mainly by the financial support of the TCA.

2. The Parties have also agreed to explore opportunities within the capacity of each Party for participation of Mongolian delegates in workshops, seminars and meetings on

competition issues, organized by the TCA with the financial support of TCA.

**ARTICLE VII  
COMMUNICATIONS UNDER THIS ARRANGEMENT**

1. Communications under this MoU may be carried out by direct oral, telephonic, facsimile or e-mail communication among the Parties.

**ARTICLE VIII  
USE OF INFORMATION**

1. Information received by a Party under this MoU will only be used for the purpose of this MoU.

**ARTICLE IX  
EXISTING LAW**

1. Nothing in this MoU will require a Party to act, in a manner inconsistent with the laws of its jurisdiction, or require any change in the laws of the jurisdictions of the Parties.

2. This MoU does not constitute an agreement binding under international law. The Parties do not hereby intend to create any legal commitments.

**ARTICLE X  
ENTRY INTO EFFECT AND TERMINATION**

1. This MoU will come into effect when signed by the Parties.

2. This MoU will remain in effect until terminated by one, or more, of the Parties.

3. Any Party may terminate the MoU by providing 30 days written notice to the other Party.

4. The Parties will endeavour to periodically review the operation of this MoU with a view to assessing ways in which it could be improved.

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

Done at Istanbul, in duplicate, this 28<sup>th</sup> day of April 2010, in the English language.

**FOR THE AUTHORITY FOR FAIR COMPETITION AND CONSUMER  
PROTECTION OF MONGOLIA:**

SIGNED by

**Mandakh DASHDORJ  
Chairman**

**FOR THE TURKISH COMPETITION AUTHORITY:**

SIGNED by

**Prof. Dr. Nurettin KALDIRIMCI  
President**