

MEMORANDUM OF UNDERSTANDING ON COOPERATION BETWEEN THE FAIR TRADE COMMISSION OF TAIWAN AND THE AUTHORITY FOR FAIR COMPETITION AND CONSUMER PROTECTION OF MONGOLIA

The Fair Trade Commission of Taiwan (TFTC) and the Authority for Fair Competition and Consumer Protection of Mongolia (AFCCP), hereinafter referred to as “the Parties,”

Having regard to the importance of the effective enforcement of competition law to the efficient operation of the markets under the respective territories; and

Further recognizing that technical cooperation between the Parties will contribute to improving and strengthening their bilateral relationship;

Understand as follows:

Article 1. Purpose and Definitions

1. The purpose of this Memorandum of Understanding (“this MOU”) is to promote cooperation and coordination between the Parties.
2. In this MOU, these terms will have the following definitions:
 - (a) “competition law” mean:
 - (i) for the TFTC, *the Fair Trade Act*;
 - (ii) for the AFCCP, *the Law of Mongolia on Competition, excepting Articles 9, 13 and 27.1.6.*
 - (b) “enforcement activity(ies)” means any application of the competition laws by way of investigation or proceeding conducted by a Party.
 - (c) “territory” means the territory in which a Party has jurisdiction.

Article 2. Cooperation and Coordination

1. The Parties acknowledge that it is in their common interest to cooperate and share information where appropriate and practicable.
2. Where the Parties are pursuing enforcement activities with regard to the same or related matters, they will endeavor to coordinate their enforcement activities where appropriate and practicable, and will respect the independence of each Party to make its own decisions.

Article 3. Technical Cooperation

The Parties accept that it is in their common interest to work together in technical assistance initiatives related to competition law enforcement and policy. Subject to the Parties' reasonably available resources, these initiatives may include such forms of technical cooperation as the Parties decide are appropriate for purposes of this MOU.

Article 4. Notification

1. If one of the Parties establishes that actions of undertakings in its own territory, which can have a negative impact on competition in the territory of the other Party, the former will notify the latter about that.
2. If one of the Parties establishes that competition in its own territory, which can be

negatively affected by the actions of undertakings taken place in the territory of the other Party, the former will notify the latter about that.

3. Notification will be sent in written form and will contain a brief account of the essence of the case, references to the relevant legal norms, and other related information in which the sending Party considers to be necessary for submission.
4. The Party, who receives notification, will consider the possibility of taking the appropriate measures pursuant to requirements of laws enforced by the Parties and will inform the other Party of the results.

Article 5. Request of Information

1. In the course of consideration of actions affecting competition, each Party will have the right to send a request for information on activities of undertakings to the other Party. The other (requested) Party will have the right to refuse to provide the requested information if such information was or could be submitted by the undertaking in question pursuant to the legislation of the requested Party.
2. The requesting Party will state the purpose of its request and the basic circumstances of the case.
3. After receiving a request from the requesting Party the requested Party will provide the requested information when appropriate and practicable.

Article 6. Consultations

1. The Parties may consult each other when a case investigated by one of the Parties is liable to affect the interests of the other Party.
2. Request on holding the consultation will contain grounds of its necessity.
3. In the case of disagreement the result of the consultations does not preclude the Parties to adopt final decisions.
4. Consultation will be held also in any other essential competition issues requested by one Party and accepted by the other Party like more general questions of competition policy or experience of sector inquiries, etc.

Article 7. Protection of Information

1. Information received as a result of application of this MOU will not be disclosed unless the Parties agree otherwise.
2. The Parties may refuse cooperation within the framework of this MOU on the grounds of the interests of their states or on the grounds concerning the safeguard of commercial and other secrets according to the laws enforced by the Parties.

Article 8. Final Provisions

1. This MOU will come into effect upon the date of the last signature.
2. This MOU will be amended upon the mutual written consent of the Parties.
3. This MOU will be terminable by either Party upon written notification and in such a case it will be terminated after one month from the notification date.
4. The implementation of the provisions of this MOU will not affect the rights and duties, which are ensued from other international agreements of the Parties.

Signed at Taipei, this 3 day of December, 2012, and at Ulaanbaatar, this 26 day of November, 2012, in duplicate in the English language.

For the Fair Trade
Commission of Taiwan

For the Authority for Fair
Competition and Consumer
Protection of Mongolia

Shiow-Ming WU
Chairperson of the TFTC

MAGNAI Otgonjargal
Chairperson of the AFCCP