

MEMORANDUM OF UNDERSTANDING

between

THE AGENCY FOR PROTECTION OF COMPETITION OF MONTENEGRO

and

THE HUNGARIAN COMPETITION AUTHORITY

The Agency for Protection of Competition of Montenegro and the Hungarian Competition Authority (hereinafter referred to as "the Participants"),

Expressing the wish to promote economic competition and the development of competition law and policy,

Aiming to encourage the process of international cooperation in the sphere of competition policy,

Aiming at the creation of favourable conditions for the development of bilateral relations,

Aiming to assist the accession process and integration of Montenegro into the European Union and the European single market,

Based on the principles of equality and mutual benefit

have reached the following understanding:

Paragraph 1

Objective

The objective of this Memorandum of Understanding (MoU) is to express the willingness of both Participants to engage in an effort to establish cooperation between the Participants in the field of Competition Law and Policy, as well as to describe the mutual goals and responsibilities with regard to further collaboration.

Specific activities under this MoU will be identified through consultation between the two Participants.

Paragraph 2

Participants' Roles and Responsibilities

The Participants will:

- Exchange experience regarding activities in the field of antimonopoly regulation and conduction of investigations on antimonopoly legislation violation cases;
- Exchange information regarding the normative acts, guidance materials, and relevant statistical and analytical data;
- Exchange experience regarding the establishment of international relations with other national regulatory agencies and, in general, an international presence;
- Exchange experiences regarding the harmonisation of national and European antimonopoly legislation;
- Inform each other about regional or international events, if one of the Participants is hosting, and ensure participation therein if requested;
- Assist with the development of strategies and policymaking in the field of competition;
- Notify other participant concerning infringements affecting fair competition environment taking place on respective participant's territory.

Paragraph 3

Technical assistance

The Hungarian Competition Authority advocates the significance and creates the opportunity for the participation of the Competition Law enforcement entrusted experts from the Agency for Protection of Competition of Montenegro at the relevant seminars and workshops organized by the OECD-GVH Regional Centre for Competition in Budapest.

Paragraph 4

Request for information

During the ongoing investigation of a competition law violation case, each Participant may have the right to send an official inquiry to get detailed information on the investigation procedure and the conducted violation to the other Participant. Particular information can be obtained directly from the subject of the investigation unless it is permissible by the requesting Participant's national legislation. The requesting Participant shall state the purpose of its request and the basic circumstances of the case.

The requested information shall be provided not later than three months after the receipt of the inquiry. The Participants reserve the right not to share such information in case of any contradiction with the Participant's national legislation.

Information received by either Participant in the framework of this Memorandum of Understanding shall be used solely for the purpose specified in the official request.

The Participants, as beneficiaries of the OECD-GVH Regional Centre for Competition in Budapest, may also request information and pose questions through its framework with the use of the Template for RCC Informal Request for Information (RFI).

Paragraph 5

Protection of information

The Participants reserve the right not to share or to withhold information from each other if communication of particular information is prohibited by respective national legislation, especially those governing the protection of personal data and confidential information (e.g. business secrets and others such as bank secrets, etc.) or is otherwise incompatible with that Participant's interest. Unless the Participant transmitting the information specifies otherwise, any information transmitted by the other Participant pursuant to the present MoU shall be maintained strictly confidential.

Disclosure of information received within the framework of the present MoU to any third participant is prohibited unless the Participants agree otherwise. If the preservation of the confidential nature of the transmitted information requires the special conditions pursuant to the national legislation to be met, the transmitting Participant should notify the receiving Participant of the same.

Paragraph 6

Amendments

By mutual consent of the Participants, additions and amendments may be made in the form of separate protocols, which shall be deemed as an integral part of this MoU and enter into force in accordance with the provisions of Paragraph 11 of the present MoU.

Should Montenegro become a full member of the European Union, the Participants shall review the relevant parts of this MoU which need to be amended to take account of this development.

Paragraph 7

Contact persons

The Participants shall exchange the names and contact details of the persons assigned for the implementation of this MoU. The Participants shall notify each other in case of any changes regarding the contact persons.

Paragraph 8

Costs

This MoU imposes no financial obligations on the Participants under their national legislations or international law. Unless agreed by the Participants in writing, each Participant shall bear its own costs in connection with this MoU and its implementation.

Costs concerning the activities of the OECD-GVH Regional Centre for Competition (Centre) in Budapest will be covered by the Centre.

Paragraph 9

Disputes

Any disputes, arising from the interpretation and implementation of this MoU will be settled through mutual consultations and negotiations between the Participants.

Paragraph 10

Commitments

This MoU is concluded with a vision to enhance cooperation between the Participants and does not constitute a binding agreement upon the Participants under international law. The provisions of this Memorandum do not affect the rights and obligations of the Participants with respect to any treaties of international organizations in which their respective States are a signatory or international resolutions that any Participant is part of, as well as those arising from Hungary's membership in the European Union.

Paragraph 11

Miscellaneous

Non-binding MoU: It is being agreed that nothing in this MoU shall be considered or construed obligatory. To that extent, if any expressions refer to or indicate any obligations, inter alia, using "shall", "will", "must", "should", "would", shall be interpreted as doing the best endeavors.

Confidentiality and publicity: It is not intended to create an international agreement by determination of confidentiality and publicity obligations under this MoU.

Paragraph 12

Final provisions

The present Memorandum is concluded for an unlimited period of time and comes into effect on the date of its signing.

The Memorandum can be terminated by either Participant by submitting a written notification to the other Participant.

The Memorandum will expire after three months from the date of receipt of the written notification.

Signed in "Budapest", on "2023.11.20." in two copies, each in the Montenegrin, Hungarian, and English languages, each text being equally valid. In case of divergence in interpretation, the English text will prevail.



FOR

**THE AGENCY FOR PROTECTION OF
COMPETITION OF MONTENEGRO**



FOR

**THE HUNGARIAN
COMPETITION AUTHORITY**