

MEMORANDUM OF UNDERSTANDING

IN THE FIELD OF

COMPETITION LAW ENFORCEMENT AND POLICY

BETWEEN

THE HELLENIC COMPETITION COMMISSION

AND

**THE ITALIAN AUTORITÀ GARANTE DELLA CONCORRENZA E
DEL MERCATO**

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The Hellenic Competition Commission (“HCC”) and the Italian Autorità Garante della Concorrenza e del Mercato (“AGCM”) (hereinafter referred to as “the Parties”),

Desiring to promote and strengthen a framework of voluntary cooperation, based on the principles of equality and mutual benefit, in the field of competition law enforcement and competition policy, including advocacy and proposed legislative changes,

Recognising the need for broader cooperation in order to enhance an environment in which the sound and effective enforcement of competition policy and law supports the sustainable development of market economy,

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

Have reached the following understanding:

Article I. PURPOSE AND DEFINITIONS

1. The purpose of the present Memorandum of Understanding (“the Memorandum”) is to facilitate and strengthen cooperation between the Parties in the field of competition law enforcement and competition policy.

2. In this Memorandum, these terms will have the following definitions:

(a) The terms “competition law” or “competition rules” mean:

(i) for the Hellenic Competition Commission, Law no. 3959/2011 “On Protection of Free Competition”, as well as any amendments thereto and regulations made under it;

(ii) for the AGCM, Law no. 287/90, “Competition and Fair Trading Act” as well as any amendments thereto and regulations made under it;

(b) The term “enforcement activity (-ies)” means any investigation or proceeding conducted by each of the Parties in relation to the competition laws they enforce.

3. The terms defined above are to be understood in accordance with the Parties’ respective mandate and legal framework, including under international and/or European Union law where relevant.



4. In applying the present Memorandum, the Parties will take account of the commitments arising from the Hellenic Republic's and the Italian Republic's membership of the European Union.

Article II. AREAS OF COOPERATION

1. Subject to their laws, policies, and reasonably available resources, the Parties intend to cooperate as follows:

(a) exchange of information on legislative and policy developments of the respective States of the Parties in the field of competition law enforcement;

(b) exchange of views on policy developments relating to international fora in the field of competition law and enforcement, including the International Competition Network ("ICN"), the Organisation for Economic Co-operation and Development ("OECD") and the United Nations Conference on Trade and Development ("UNCTAD");

(c) sharing of technical expertise in the field of investigations regarding the violation of competition rules, provided that it does not affect any current investigation or proceedings being carried out by either Party;

(d) exchange of experience in the field of competition advocacy, including the promotion of a competition culture through raising awareness of companies and the wider public about competition legislation and enforcement;

(e) providing information and methodological assistance in preparing proposals and drafting legal acts in the field of competition;

(f) organizing study visits and experience-sharing events, as conferences, seminars and other events organized by the Parties.

Article III. FORMS OF COOPERATION

1. The Parties may periodically hold, at the request of either Party, meetings or consultations between designated Party officials to facilitate cooperation within the areas outlined in Article II.

2. Cooperation between the Parties may take the following forms:

(a) exchange of non-confidential information regarding competition policy and enforcement developments;



(b) expert meetings or consultations, via e-mail, telephone or online communication platforms, between the Parties regarding exchange of non-confidential information on issues of mutual interest;

(c) organisation of study visits and experience-sharing events;

(d) high-level meetings and/or visits for the purposes of discussing the Parties' cooperation and joint activities as well as reviewing the workplan of the overall partnership;

(e) joint organisation of and/or participation in international conferences, seminars, workshops, symposia or other events;

(f) joint participation in research or policy projects, including collaboration with academic institutes or policy institutions or other organisations;

(g) joint production or commissioning of non-confidential documents in the field of competition law and policy, such as policy papers, briefs or technical reports;

(h) exchange of non-confidential documents in the field of competition law and policy, such as regular publications by the Parties, including annual reports, studies, books, journals and information bulletins.

Article IV. EXCHANGE OF INFORMATION

The transmission of information will be in English via e-mail, telephone or online communication platforms, through designated general contact points or on the occasion of Parties' representatives' meetings.

Article V. CONFIDENTIAL INFORMATION

1. No Party will be obliged to provide or communicate information to the other Party if the provision/communication of such information is prohibited by the laws or policies governing the Party possessing the information or would be incompatible with that Party's interest.

2. Insofar as information is communicated, the recipient should, to the extent consistent with its laws:

(a) maintain the confidentiality of any such information communicated to it;

(b) adhere to any conditions the Party who provides the information imposes; and



- (c) seek written consent from the Party who provides the information to any release or disclosure of the information.

3. The parties will notify each other in writing of any unauthorized misappropriation, disclosure or use by any person of the confidential information and shall take all steps reasonably requested to limit and stop such disclosure.

Article VI. ORGANISATION OF ACTIVITIES

1. The agenda, place and other elements of activities, including financial aspects, shall be individually established by the Parties by mutual agreement.

2. Each Party will bear its own expenses with regard to the implementation of this Memorandum, unless otherwise agreed by the Parties.

Article VII. DISPUTE RESOLUTION

Any dispute regarding the scope, interpretation and application of the present Memorandum, if any, shall be resolved amicably through consultations and negotiations between the Parties.

Article VIII. REVIEW AND AMENDMENTS

Any review or amendment to the Memorandum shall be made by mutual written agreement of the Parties and shall be an integral part of the present Memorandum.

Article IX. FINAL PROVISIONS

1. The Memorandum is concluded with a view to enhancing and developing cooperation between the Parties and nothing in it is intended to change existing laws, policies, agreements or treaties, or create legally binding or enforceable rights or obligations. No provision of this Memorandum shall be construed as establishing legal rights or commitments for the States of the Parties.

2. The Memorandum does not oblige the Parties to commit resources in terms of funds, time, staff or other administrative resources.

3. The Memorandum enters into force on the date of its signature and is concluded for an unlimited period of time.

4. The Memorandum will expire three months from the date of receipt by either Party of a written notification to the other Party stating its intention to terminate it.

Signed in duplicate in English language, both texts being equally authentic.



For the Hellenic Competition Commission

For the Italian Competition Authority

Ioannis Lianos

President

Roberto Rustichelli

President

Date:

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Signature:
ΙΩΑΝΝΗΣ ΛΙΑΝΟΣ / IOANNIS LIANOS
Father's name: ΚΩΝΣΤΑΝΤΙΝΟΣ /
KONSTANTINOS
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Date of signature: 27/12/2023 16:19:41