

MEMORANDUM OF UNDERSTANDING

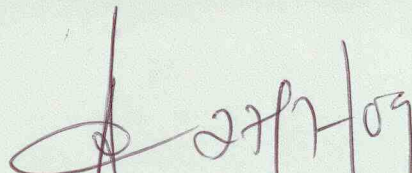
Between

**INDEPENDENT COMMISSION AGAINST
CORRUPTION (ICAC)**

And

**COMPETITION COMMISSION OF MAURITIUS
(CCM)**

J.D.
4/2/04

 27/7/09

MEMORANDUM OF UNDERSTANDING

Between

THE INDEPENDENT COMMISSION AGAINST CORRUPTION

A Body Corporate established in terms of the
Prevention of Corruption Act 2002

And herein represented by

Mr A. K. Ujoodha

In his capacity as Director General of the
Independent Commission Against Corruption
And as such duly authorized by the Commission
(hereinafter referred to as the ICAC)

And

THE COMPETITION COMMISSION OF MAURITIUS

A Body Corporate established in terms
Of the Competition Act 2007

And herein represented by

Mr John Davies

in his capacity as

Executive Director

of the Competition Commission of Mauritius
And as such duly authorized thereto by the Commission
(hereinafter referred to as CCM)

WHEREAS:

The ICAC is mandated by the Prevention of Corruption Act 2002 to:-

Provide for the prevention and punishment of corruption through inter alia:

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- a. educating the public against corruption;
- b. investigate any act of corruption;
- c. investigate the conduct of any public official which, in its opinion, is connected with or conducive to, corruption;
- d. examine the practices and procedures of any public body in order to facilitate the discovery of acts of corruption and to secure the revision of methods of work or procedures which, in its opinion, may be conducive to corruption;
- e. advise and assist any public body on ways and means in which acts of corruption may be eliminated;

Furthermore the ICAC has the responsibility to:-

- devise and adopt strategic measures to prevent and fight corruption;
- promote and foster a culture of integrity.

The Competition Commission of Mauritius is mandated under the Competition Act 2007 to make better provisions for the regulation of competition and has been established with the objectives to:

- a. safeguard and promote competition in Mauritius by creating a comprehensive competition regime and prohibiting the most serious anti-competitive restrictive agreements.
- b. investigate and control other types of restrictive agreements, and of monopoly and merger situations.
- c. promote the role of, and understanding of, competition in enhancing efficiency and adaptability in the economy.

The ICAC and the CCM are desirous to:

- a. effectively exercise their responsibilities under respective laws.
- b. establish close cooperation and effective collaboration to meet the above objectives.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 PREAMBLE

- 1.1 This Memorandum of Understanding (MoU) establishes a framework of cooperation between the ICAC and the CCM. The parties shall use their best endeavours and shall in good faith, identify opportunities for collaboration.

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2.0 SCOPE

- 2.1 Each PARTY shall act as an independent body and neither party shall have the right to represent itself as an agent of the other party unless specifically authorized thereto in writing.
- 2.2 Collaboration between the PARTIES can take place, with mutual consent, by means of:
- (i) exchange of technical information as far as is permissible by law;
 - (ii) organization of joint seminars and courses;
 - (iii) joint identification of corruption opportunities and review of systems to built corruption resistance;
 - (iv) referrals to the ICAC of any act of corruption suspected by the CCM in the exercise of its functions;
 - (v) assistance in the conduct of investigations;
 - (vi) sharing of intelligence as far as permissible by the law;
 - (vii) sharing of expertise in investigations;
 - (viii) other forms of cooperation as may be mutually agreed upon by the parties.

3.0 COLLABORATION AGREEMENT

- 3.1 Cooperation will not take place until the parties have first entered into a project collaboration agreement pertaining to such proposed cooperation. An agreement shall not be binding on either side unless it is in writing and has received approval of their respective Boards of CCM.
- 3.2 Collaboration shall be within the purview of our respective legislations and the laws of Mauritius and shall be determined by the complementarity of needs.

4.0 TERM OF AGREEMENT

- 4.1 This Agreement shall come into effect on the date of being signed by both parties and shall endure for an indefinite period, unless terminated by mutual consent at a specified date.

5.0 FINANCIAL ARRANGEMENTS

- 5.1 Each PARTY shall be responsible for its own costs incurred in the execution of its responsibilities under this Agreement.
- 5.2 Neither PARTY shall have the right to enter into contracts on behalf of the other or to commit the other to any expenses without the other PARTY's expressed written authority.

6.0 GENERAL

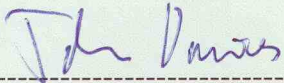
6.1 AMENDMENTS

No amendment to this Agreement, including this Clause, shall be of any force or effect unless reduced to writing and signed by the duly authorized representatives of the parties.

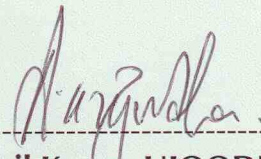
THUS AGREED AND SIGNED AT Port Louis ON THE
..... 27th DAY OF July 2009

Signed for and on behalf of
Competition Commission of
Mauritius

Signed for and on behalf of
Independent Commission Against
Corruption



Mr John DAVIES
Executive Director



Mr Anil Kumar UJODHA
Director-General

