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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COMMISSION ON PROTECTION OF COMPETITION**

**BULGARIA**

**AND**

**UNITED NATIONS CONFERENCE ON TRADE AND DEVELOPMENT**

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**Cooperation between the  
The Bulgarian Competition Authority – Commission on Protection of  
Competition (CPC)  
and the  
United Nations Conference on Trade and Development (UNCTAD)**

**MEMORANDUM OF UNDERSTANDING**

UNCTAD aims at promoting cooperation among governments, competition agencies and other institutions dealing with competition and consumer protection issues, with the aim of improving the domestic policy environment for markets to function effectively and reaping the full benefits of economic reforms and privatization. The Bulgarian Competition Authority – Commission on Protection of Competition (CPC) acts as the enforcement agency for the competition Act and related legislation as well as the EC competition rules. In such capacity, it provides networking opportunities and facilitates the exchange of best practices in international competition policy. UNCTAD and CPC have a mutual interest in the development of an environment conducive to competitive markets and the promotion of a competition culture. The purpose of this Memorandum of Understanding (MOU) is to formalize the mutually beneficial relationship between UNCTAD and CPC, which is based on the shared objective to assist Balkan countries in adopting and enforcing competition law and to maximize the benefits for these countries of well functioning markets.

The scope for cooperation between UNCTAD and CPC is indicated in the following.

- UNCTAD and CPC will contribute to capacity building through the provision of expertise on competition related issues and the sponsorship and sharing of publications on competition issues for dissemination among Balkan countries
- UNCTAD and CPC will cooperate to strengthen competition networks. CPC will prioritize the provision of Study Tours for professionals from Balkan countries. UNCTAD will contribute to the CPC capacity building programs and the CPC conference and training activities for the Balkan countries.
- UNCTAD and CPC will cooperate to promote each other activities for Balkan countries. In particular relevant CPC activities will benefit from UNCTAD promotion and CPC will support UNCTAD national Competition programs, in particular the Training of Trainers Courses.
- UNCTAD and CPC will keep each other up to date on the latest developments in competition cases, and exchange publications, reports and publicly available information.
- Specific activities under this MoU will be covered under annual work programs to be agreed by October of the previous year. Each annual work program will contain specific arrangements on the following elements: (i) type

of activities planned; (ii) date; (iii) venue; (iv) number of seconded experts requested from the CPC; (v) modules to be delivered by such experts; and (vi) financing arrangements.

Sixty days ahead of the delivery of each activity envisaged in the annual work program UNCTAD will make a proposal on the above-mentioned elements and the CPC will then take a decision, appoint a Team Leader for the event, and inform UNCTAD thereof but not later than fifteen days after receiving UNCTAD's proposal. UNCTAD cannot change the activity program as agreed with the CPC, unless with its prior consent. The Team Leader will be the focal point within the CPC for all contacts related to the activity. The Party having the responsibility to organize an agreed activity under this MoU shall apply its own administrative and financial regulations and comply with its own practices

All assistance provided by UNCTAD under this MoU shall be subject to the availability of extra-budgetary resources and in accordance with UN regulations, rules, procedures and directives.

For legal purposes nothing in this MoU shall be construed as creating a joint venture, an agency relationship or a legal partnership between the UNCTAD and the CPC.

This memorandum may be modified by mutual written agreement. This MoU shall come into force and effect upon signature by both parties on the respective dates set forth below either party may terminate this MOU, upon thirty (30) days notice, in writing, to the other party.

Any dispute arising from the interpretation or the application of this MoU shall be settled amicably and by negotiation.

Nothing in or relating to this MoU shall be construed as a waiver, express or implied, of any of the privileges or immunities accorded to the Parties hereto by its constituent documents or international law.

Done at Geneva, on 11 July 2012 in two original copies in the English language.