



AGREEMENT BETWEEN THE FAIR TRADE COMMISSION OF THE REPUBLIC OF CHINA (TAIWAN) AND THE AUTHORITY OF CONSUMER PROTECTION AND COMPETITION DEFENSE OF THE REPUBLIC OF PANAMA REGARDING THE APPLICATION OF COMPETITION LAWS

The **FAIR TRADE COMMISSION** of the Republic of China (Taiwan) and the **AUTHORITY OF CONSUMER PROTECTION AND COMPETITION DEFENSE** of the Republic of Panama, hereinafter referred to as the "Parties,"

- I. **CONSIDERING** that effective competition law enforcement is a fundamental matter for the effective functioning of markets and for the well-being of the consumers of both Parties;
- II. **RECOGNIZING** the importance of cooperation and coordination between the Parties for further effective application of the Parties' respective competition laws;
- III. **RECOGNIZING** the importance, for the respective economies of the Parties, of competition advocacy in the Parties' respective territories; and
- IV. **NOTING** the existence of Part Five "Competition Policy" of Chapter 15 "Competition Policy, Monopolies and State Enterprises" of the Free Trade Agreement between the

Republic of China (Taiwan) and the Republic of Panama, signed on August 21, 2003.

have come to the following agreements:

Article 1. General and Specific Objectives

This Agreement has as objective the establishment between the Parties of the general bases of institutional coordination for the establishment of mechanisms of cooperation, among which are to:

- a) promote cooperation and coordination between the Parties about the matters that are of their competence;
- b) develop activities concerning advocacy of competition-related matters; and
- c) exchange information and experiences in legislation of competition laws, drafting of related guidelines, and law enforcement.

Article 2. Definitions

For this Agreement, the terms listed below will have the following meanings:

a) Applicable Legislation:

- (1) For the Republic of China (Taiwan): The Fair Trade Act.
- (2) For the Republic of Panama: Law No. 45, of October 31, 2007 modified by Law No. 29 of June 2, 2008.

Any revision or modification that is to be made to these previous laws shall be communicated to the other Party in the least amount of time possible.

b) Competent Authorities:

- (1) For the Republic of China (Taiwan): the FAIR TRADE COMMISSION established by Article 25 of the “Fair Trade Act” and the “Organic Act of the Fair Trade Commission”; and

- (2) For the Republic of Panama: The AUTHORITY OF CONSUMER PROTECTION AND COMPETITION DEFENSE created by the Law number 45 of October 31, 2007 and modified by the Law 29 of June 2, 2008.

Article 3. General Principles

1. For this Agreement, it is understood that anticompetitive practices shall include, but not be limited to, any manifestations regarding:

- a) economic concentrations, according to the national legislation of each Party; and
- b) restrictive practices on competition, according to the national legislation of each Party.

The exclusions contemplated in each Party's competition law shall be transparent and be accessible to the Parties via any public channel.

2. Each Party shall ensure that the application procedures of the competition law are carried out in compliance with non-discrimination, transparency, and principles and guarantees that ensure due process.

3. Each Party shall ensure that the other Party has access to information related to its legislation, including the enforcement mechanisms and guidelines to prohibit and sanction those anticompetitive practices.

Article 4. Consultations

Any of the Parties may make consultations with respect to any matter related to this Agreement. The request for consultations should indicate the reasons for which they are required and if time frames exist concerning the procedures or other restrictions that require that consultations be resolved speedily. The requested Party shall participate in consultations in as short a time as possible from when the request is made.

Article 5. Notification

1. If one of the Parties establishes that actions of enterprises in its own territory may have a negative impact on competition in the territory of the other Party, the former shall notify the latter.
2. If one of the Parties establishes that competition in its own territory may be negatively affected by the actions of enterprises taking place in the territory of the other Party, the former shall notify the latter.
3. Notifications shall be sent in written form and shall contain a brief account of the essence of the case, references to relevant legal norms, and related information which the sending Party considers necessary.
4. The Party receiving notification shall study the possibility of taking appropriate measures pursuant to the requirements of laws enforced by the Parties and inform the other Party of the results.

Article 6. Transparency and Exchange of Information

1. The Parties recognize the value of transparency in competition policies.
2. Where it does not contravene the legislation or an undergoing investigation, at the request of any of the Parties, the other Party shall provide information related to the activities of application of its legislation.
3. Information received as a result of application of this Agreement shall not be disclosed unless the Parties agree otherwise.

Article 7. Technical Assistance

1. The Parties agree to share technical assistance so as to benefit from their experiences and reinforce the application of their competition laws.

2. All activities related to the exchange of experiences concerning technical assistance to be held under this Agreement are subject to the availability of funds budgeted by each Party:

(a) The Party benefiting from the technical assistance shall assume the necessary expenses for the carrying out of the technical assistance, to include such items as the cost of airfare and travel expenses for the expert providing the assistance, materials, and availability of installations necessary for the execution of the Program.

(b) The Party that offers the technical assistance shall maintain the salaries and benefits the expert enjoys in his home country.

Article 8. Duration and Termination of this Agreement

1. This Agreement will enter into force on the date of the last signature by the Parties.
2. Either Party may terminate this Agreement at any time by means of written communication addressed to the other Party and giving sixty (60) days' notice in advance of the date that the former wishes to terminate the Agreement.

SIGNED at Taipei, this 04 of December, 2013, in duplicate, in the Chinese, Spanish, and English languages, each text being equally authentic. In case of divergence in the interpretation of this Agreement, the English text shall prevail.

For the Fair Trade Commission of
the Republic of China (Taiwan)

For the Authority of
Consumer Protection and
Competition Defense of the
Republic of Panama

Shiow-Ming WU
Chairperson
Fair Trade Commission
Republic of China (Taiwan)

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