

**MEMORANDUM ON ANTIMONOPOLY COOPERATION
BETWEEN
THE FAIR TRADE COMMISSION OF JAPAN
AND
THE STATE ADMINISTRATION FOR MARKET REGULATION OF
THE PEOPLE'S REPUBLIC OF CHINA**

The Fair Trade Commission of Japan (JFTC) and the State Administration for Market Regulation of China (SAMR) (hereinafter collectively referred to as the "Sides" and individually referred to as the "Side"), based on the principles of equality and mutual benefit,

HAVE reached as follows:

I, PURPOSE AND PRINCIPLE OF COOPERATION

The purpose of this Memorandum is to contribute to the effective enforcement of the competition law of each country through the development of cooperative relationship between the Sides. The Sides will cooperate with and provide assistance to each other, to the extent compatible with the laws and regulations in force in their respective countries, their reasonably available resources, and their respective important interests. The Sides will promote competition by addressing anti-competitive activities in accordance with the laws and regulations of their respective countries, in order to facilitate the efficient functioning of the markets of their respective countries. The Sides express their intention to take any appropriate measures for such purposes in conformity with the principles of transparency, non-discrimination, and procedural fairness.

Note: The term "anti-competitive activities" means any activities that may be subject to sanctions or other relief by either Side under the competition law of its country.

II, ANNUAL CONSULTATION

1. The Sides will hold consultations at least once a year to:
 - (a) exchange information on their current enforcement efforts and priorities in relation to the competition law of each country;

- (b) exchange information on economic sectors of common interest;
- (c) discuss policy matters in which they are interested;
- (d) discuss other matters of mutual interest relating to the enforcement of the competition law of each country; and
- (e) discuss development relating to bilateral or multilateral fora that may be relevant to the cooperative relationship between the Sides.

2. Unless otherwise decided, the location of the consultations mentioned in paragraph 1 above will alternate between Japan and the People's Republic of China.

III, COMMUNICATION

1. The Sides will work together in the following areas, subject to reasonably available resources:

- (a) keeping each other informed of significant developments of competition policy and enforcement of competition law in their respective jurisdictions;
- (b) exchanging experiences on competition law enforcement, when appropriate;
- (c) seeking information from one another regarding matters of competition policy and law enforcement; and
- (d) exchanging views on international cooperation over multilateral competition law and policy issues.

2. The Sides may engage in communication, separate from the annual consultation, at senior or working level.

3. The Sides will appoint the following liaisons for the purpose of facilitating cooperation based on this Memorandum, and will effectively operate sufficient interchanges and cooperation between the liaisons.

JFTC: International Affairs Division, Secretariat, General Secretariat

SAMR: Competition Policy and International Cooperation Division, Anti-Monopoly Bureau

4. Communication between the Sides may be carried out by telephone, electronic mail, videoconference, meeting or other means, as appropriate.

IV, TECHNICAL COOPERATION

The Sides recognize that it is in their common interest to work together in technical cooperation activities related to strengthening of competition policy and implementation of the competition laws of both countries.

V, NOTIFICATION

Where enterprises in the jurisdiction of one Side are involved in a case which is investigated by the other Side, at appropriate and feasible timing and occasions, the Side conducting the investigation may notify the other Side of the case to the extent compatible with the laws and regulations of the Side's country.

VI, EXCHANGE OF INFORMATION

1. The Sides, for the purpose of contributing to the effective enforcement of the competition law of their respective countries, express their intention to provide information to each other on individual cases that the Sides investigate or review in accordance with the laws and regulations of their respective countries, and subject to their respective reasonably available resources.
2. In appropriate mergers or acquisitions cases reviewed by both Sides, to the extent compatible with the laws and regulations of their respective countries and the confidentiality obligation, the Sides may coordinate on timing, exchange relevant information at various stages and discuss their respective analyses including tentative market definitions, assessment of competitive effects, theories of competitive harm, etc.

VII, CONFIDENTIALITY

1. The Sides may not communicate information to the other Side if such communication is prohibited by the laws governing the Side possessing the information or would be incompatible with that Side's interests.
2. Without prejudice to the laws and regulations of their respective countries, each Side will keep the information provided by the other according to this Memorandum confidential, unless otherwise jointly decided through negotiations.

3. Information, other than publicly available information, communicated by a Side to the other in line with the content of this Memorandum will be confidentially used by the receiving Side only for the purpose specified in “PURPOSE AND PRINCIPLE OF COOPERATION” of this Memorandum, and will not be communicated by the receiving Side to other authorities or a third party, unless the Side providing the information provides written approval otherwise.

4. The Sides will take appropriate measures so that the information provided in line with the content of this Memorandum will not be used for criminal proceedings carried out by courts or judges of each country.

VIII, DIFFERENCES OF INTERPRETATION AND APPLICATION

The Sides will resolve any discrepancies or disputes arising out of the interpretation or application of this Memorandum through consultations.

IX, OTHERS

1. This Memorandum enters into effect on the date of signature and may be modified at any time by mutual decision of the Sides where the mutually decided changes and amendments will be made in writing. Either Side may terminate the Memorandum upon ninety (90) days’ written notice to the other Side.

2. Detailed rules to operate this Memorandum may be made between the Sides as necessary.

3. Nothing in this Memorandum is intended to create legally binding rights or obligations. All cooperation under this Memorandum between the Sides will be conducted subject to the laws and regulations in force in their respective countries and within the reasonably available resources of each Side.

4. This Memorandum does not obligate the Sides to commit resources in terms of funds, time, staff or other administrative resources.

5. For meetings and visits, the host Side will provide venues and bear the relevant expenses, including those of the interpreters. The visiting Side will be responsible for its expenses incurred for international travel, local transportation, accommodation, meal and subsistence costs. Costs for telephone/video conferences will be borne by the Side incurring such costs.

Signed in duplicate in Tokyo on this 27th day of May 2019, in the Japanese and Chinese languages, both texts having equal value.

For the Fair Trade Commission of
Japan

For the State Administration for Market
Regulation of the People's Republic of
China

Mr. Kazuyuki Sugimoto
Chairman
The Fair Trade Commission of Japan

Ms. Gan Lin
Vice Minister
The State Administration for Market
Regulation of the People's Republic of
China