

Memorandum of Understanding in the Sphere of Competition Policy

between

The Federal Antimonopoly Service (Russian Federation)

and

The Superintendency for Market Power Control of the Republic of Ecuador

The Federal Antimonopoly Service (Russian Federation), and the Superintendency for Market Power Control of the Republic of Ecuador,

hereafter referred to as “the Parties”,

Considering the privileged friendship and cooperation relations between states of the Parties;

Considering that the compliance of the competition law contributes to the progress and development of world trade and international cooperation as well;

Recognizing that the application of competition law is necessary for the correct functioning of their respective markets and for mutual commercial exchange;

Reassuring their willingness for easing the application of the competition law;

Recognizing the best interests on cooperation and, on cooperation actions between the states of the Parties

Have reached the following understanding:

Article 1. Objective of the Memorandum of Understanding

The objective of this Memorandum of Understanding is to promote cooperation between the Parties in the field of competition policy in the states of the Parties.

Through this Memorandum of Understanding, the Parties will exchange their experiences on the matters of competition law enforcement practices; in the field of training and strengthening professional skills.

Article 2. Cooperation Methods

The cooperation between both Parties involved in this Memorandum of Understanding will be carried on through the following ways:

- Exchange of the texts of competition regulations enforced by each of the Parties.
- Exchange of activities reports from the Parties.
- Arrangement of training sessions, seminars and workshops related to competition law, specifically:
 - Fight against anticompetitive practices;
 - Investigation processes;
 - Competition law and regulation learning and comprehension capabilities;
 - Analysis and study of practical cases;
 - The exchange of information and opinions about technical issues;
 - Any other cooperation and collaboration topic that might be useful for both of the Parties.

Article 3. Information Exchange

Neither Party will be required to communicate information to the other Party if communication of such information is prohibited by the legislation of the Party possessing this information or if it is incompatible with the interest of that Party in its application of the competition law.

Article 4. Financial Conditions

The financing of the activities in this Memorandum of Understanding will be provided according to the financial capacities of each Party, in obedience to the laws and regulations applicable in each country.

Expenses related to internships such as trip, stay, internship expenditures, salaries and compensations will be covered by the Part that the intern is representing, except for the cases in which Parties agree in a different way or when an alternative method for financing is used.

Article 5. About the Beneficiaries of the Memorandum of Understanding

The personnel interested in participating in the aforementioned activities must be nominated according to internal proceedings of each of the Parties.

In terms of the stay in the host country, each participant will abide by the local immigrational, customs and fiscal laws and security regulations of the host country.

Article 6. Final Dispositions

This Memorandum of Understanding will enter into effect as of the date of its signing. Each of the Parties may, at any moment, communicate the other its decision for terminating this Memorandum of Understanding. In this case, the Memorandum of Understanding will be terminated after sixty days counting from the date of receiving the notification by one of the Parties.

Disputes between the Parties related to the interpretation and/or application of provisions of this Memorandum of Understanding shall be resolved through consultations and negotiations.

Amendments to this Memorandum of Understanding will be made by mutual agreement of the Parties in the written form executed as a Protocol and signed by both Parties.

The present Memorandum of Understanding is not an international treaty and does not create any right or obligation for the Parties regulated by international law.

Signed in Marrakech, Morocco, on the 18th of April, 2014, in duplicate each in English, Russian and Spanish.

For

**the Federal Antimonopoly
Service**

(Russian Federation)

For

**the Superintendency for Market
Power Control of Ecuador**

Andrey Tsarikovsky

Stats-Secretary – Deputy Head

Pedro Páez Pérez

Superintendent