



**Technical Cooperation Agreement between the Federal Economic Competition Commission of the United Mexican States and the Fair Trading Commission of Barbados**

This Technical Cooperation Agreement is entered into between the Federal Economic Competition Commission with domicile in Avenida Revolución 725, Santa María Nonoalco, 03700 Ciudad de México, Mexico ("**Cofece**") and the **Fair Trading Commission of Barbados** with domicile in 'Good Hope', Green Hill, Saint Michael, Barbados (the "**FTC**"), (hereinafter referred to separately as a/the "Party" and collectively as the "Parties") (the "**Agreement**")

The Parties:

**Considering** that competition promotes a greater efficiency in the allocation of productive resources in markets thereby enhancing welfare of consumers;

**Considering** the importance of capacity building and training of personnel of the authorities responsible for the enforcement of competition laws; and

**Recognizing** that international technical cooperation constitutes a fundamental element for strengthening institutional capacities and the effective formulation and enforcement of competition law and policy.

Have agreed to the following:

**ARTICLE 1**  
**Objective**

The objective of this Agreement is to establish the basis of collaboration between the Parties for capacity building and institutional development through the implementation of training and capacity building programs and the exchange of experiences on enforcement of competition law and competition policy advocacy in their respective jurisdictions. This Agreement does not include, in any way, the commitment of resources, financial or otherwise, by any Party.

**ARTICLE 2**  
**Competition Authorities**

The Parties declare:



1. Cofece is an autonomous constitutional body with its own legal personality and patrimony; its purpose is to guarantee free market access and economic competition, as well as to prevent, investigate and combat monopolies, monopolistic practices, concentrations and other restrictions to the efficient functioning of markets pursuant to Article 28, Fourteenth paragraph of the Political Constitution of the United Mexican States and the Federal Economic Competition Law, and its Chair has the power to sign this agreement pursuant to Article 12, subsection VII, of the Federal Economic Competition Commission Organic Statute.
2. The FTC is an independent statutory body established by the Fair Trading Commission Act CAP 326B of the Laws of Barbados. The FTC is mandated to regulate utility services, protect the interests of consumers and promote and maintain effective competition in the economy. Under the Fair Competition Act CAP 326C of the Laws of Barbados, the FTC is specifically empowered to prohibit the prevention, restriction or distortion of competition and the abuse of dominant positions in trade in Barbados and within the CARICOM Single Market and Economy and to ensure that all enterprises, irrespective of size, have the opportunity to participate equitably in the market place and its Chief Executive Officer has authority to sign this agreement in accordance with section 10(3) of the first schedule of the Fair Trading Commission Act, CAP. 326B of the Laws of Barbados.

### **ARTICLE 3** **Cooperation Modalities**

Cooperation activities can be developed through, but not be limited to, the following modalities:

1. Internships and capacity building for personnel of the Parties, to:
  - a. Experience "in situ" the development and analysis of competition policy procedures such as the trial-like procedures, investigations, merger /concentration control and competition advocacy;
  - b. Better understand the content and effects of public resolutions or decisions issued by the Parties, and
  - c. Know the aspects related to the Parties' institutional organization and administration, which can strengthen the effectiveness of the implementation of competition policy in their respective jurisdictions.

The Parties must agree in writing to the object, content and length of the trainings, capacity building activities and internships, as well as the terms of administration and organization required for the timely execution of each activity. The courses, workshops or seminars will be focused on:





- a. The exchange of experiences and theoretical knowledge about the type and methodology of analysis applied in investigative procedures and concentrations/mergers and acquisitions;
  - b. Sharing experiences and knowledge of trial-like procedures and declarations of substantial market power and competition conditions, as well as the process for the execution of decisions issued by each Party; and
  - c. Dialogue on experiences and results related to regulatory studies and market analyses conducted in the respective jurisdictions of the Parties.
2. Consultations on public aspects relevant to the enforcement of competition laws;
3. Exchange of non-confidential information for the effective enforcement of its legislation regarding competition matters;

#### **ARTICLE 4** **Mutual undertaking**

1. The Parties agree to carry out the activities referred to in this Agreement, in accordance with their respective legal attributions, to cooperate with, and provide assistance to each other to the extent permitted by the laws and regulations in force in their respective jurisdictions and within their reasonable efforts and available resources.

#### **ARTICLE 5** **Consultations between the Parties**

1. The institutional representatives referred to in Article 8 of this Agreement may carry out consultations when they deem necessary, provided that such consultations are related to the objective of this Agreement and are for the purpose of:
  - a. Training of the Parties' personnel;
  - b. Exchanging experiences on the efforts and priorities in the enforcement of their competition laws;
  - c. Exchanging experiences on economic sectors of common interest;
  - d. Discussing changes in the application of competition and advocacy policies under study;



## **ARTICLE 6**

### **Protection and Confidentiality of Information**

1. A Party shall not disclose nor permit the disclosure of information obtained pursuant to this Agreement to third parties without the prior written consent of the other Party.
2. In the event that a Party is legally obliged to disclose to a third party information that has been provided in accordance with this Agreement, the Requested Party shall give immediate notice to the other Party of the acts or proceedings that may have the result of disclosing the information to a third party, indicating what information it is legally obliged to disclose and the circumstances surrounding its disclosure.
3. The Parties agree to promptly notify the other party if it becomes aware that information exchanged or provided under this Agreement has been used or disclosed in a manner contrary to the provisions of this Agreement. The Parties shall promptly consult on steps to minimise any harm that could result or resulted from such use or disclosure, notwithstanding the corresponding legal responsibilities.
4. The Parties shall ensure the protection of personal data in accordance with their respective legislations.
5. Neither Party shall use the name of the other Party of this Agreement either in press releases, advertising or any other promotional purposes without the prior written consent of the other Party.

## **ARTICLE 7**

### **Communication between the Parties**

1. Any request or communication given under, or in connection with the implementation of this Agreement shall be in writing and sent by the designated Institutional Contact Point through any of the following modes:
  - a. By courier or personal delivery to the addresses stated in this Agreement; or
  - b. By electronic mail to the following email addresses:

For Cofece: [international@cofece.mx](mailto:international@cofece.mx), with a copy to the email address of the designated Institutional Contact Point(s) specified in Article 8.

For the FTC: [info@ftc.gov.bb](mailto:info@ftc.gov.bb), with a copy to the email address of the designated Institutional Contact Point(s) specified in Article 8.

2. A communication is deemed to have been received at the time of delivery if such communication is given in person or by courier. If written communication is sent by





electronic mail, the communication is deemed to have been received at the time of its transmission on a business day.

## **ARTICLE 8**

### **Institutional Contact Points**

1. The Parties agree to appoint a unit from their respective institutions to be known as the Institutional Contact Point, responsible for coordinating the implementation of this Agreement and for ensuring adequate communications between the Parties.

For Cofece: For general affairs, José Nery Pérez Trujillo, Head of the Planning, Liaison and International Affairs Unit (UPVAI), email addresses: [jperez@cofece.mx](mailto:jperez@cofece.mx) and [international@cofece.mx](mailto:international@cofece.mx). Official address: Avenida Revolución 725, Santa María Nonoalco, 03700 Ciudad de México, México.

For the FTC: For general queries, Dr. Marsha Atherley-Ikechi, Chief Executive Officer, email addresses: [mikechi@ftc.gov.bb](mailto:mikechi@ftc.gov.bb). For matters related to competition law, policy/enforcement the Institutional Contact Point will be Dr. Troy Waterman, Director – Fair Competition, email address: [troy.waterman@ftc.gov.bb](mailto:troy.waterman@ftc.gov.bb). Official address: “Good Hope”, Green Hill, St. Michael BB 12003, Barbados.

2. The Parties shall communicate each other promptly, in writing, of any change in their Institutional Contact Point.

## **ARTICLE 9**

### **Financing**

1. The Parties will finance the activities under this Agreement with the resources allocated in their respective budgets, subject to availability, budgetary impact or the provisions of their national legislation.
2. Expenses generated by internships and capacity building activities described in Article 3 (1) and 3 (2) of this Agreement, including salaries, air transportation, medical insurance, local transportation, food and lodging, shall be borne by the Party whose staff or personnel is receiving the training or internship, unless the call for a specific program establishes alternative financing mechanisms or, as otherwise agreed by the Parties in writing.

**ARTICLE 10**  
**Designated Staff**

1. The personnel commissioned by each of the Parties for the implementation of the cooperation activities under this Agreement will continue under the direction and dependence of the institution to which they belong.
2. Therefore, no labor relations will be created between a Party and the other party's personnel or staff, and in no case shall the receiving Party be considered as a substitute or solidary employer. This provision is extended to the entities that carry out the capacity building, trainings or internships, who, when applicable, will maintain the relationship with the Party who designated them for the relevant program, unless otherwise agreed upon by the Parties in writing.

**ARTICLE 11**  
**Entry and Exit of Personnel**

1. The Parties shall assist the entry, stay and departure of the participants who, in an official capacity, intervene in the cooperation activities deriving from this Agreement. Said participants will be subject to the migratory, fiscal, customs, sanitary and national security regulations in force in the receiving country and will not be able to engage in any activity outside their functions.
2. The participants will depart the receiving country, in accordance with the laws and provisions thereof.

**ARTICLE 12**  
**Intellectual Property**

1. The Parties agree that each shall retain exclusive ownership of all intellectual property rights in any or all materials, reports, technical, and other information created individually by each Party, and any reference to or use of information shared pursuant to this Agreement shall be rightfully attributed to the owner.
2. The Parties will mutually agree on intellectual property rights applicable to joint materials. Any reference or use of information under this Agreement shall be legally attributed to as proprietary.





**ARTICLE 13**  
**Settlement of Disputes**

1. In accordance with the principle of good faith, the Parties agree that any dispute, controversy or claim arising from the present instrument will be promptly settled by mutual agreement, with good will prevailing to reach amicable solutions; therefore, in case of disputes, the Parties will seek effective mediation.
2. Nothing contained in this Agreement shall constitute or be construed as a waiver of any rights, privileges and immunities enjoyed by the Cofece or the FTC under national law and or/as submitting Cofece or the FTC to any nation's court or jurisdiction.

**ARTICLE 15**  
**Force Majeure**

1. Notwithstanding any provision to the contrary in this Agreement, neither Party shall be liable for any delay in the performance of its obligations under this Agreement if such delay is caused by circumstances beyond its reasonable control, including, without limitation, acts of God, pandemics, epidemics, orders of any court, strikes, work stoppages or any other cause reasonably beyond the party's control and not attributable to its willful misconduct or negligence.
2. The affected Party shall promptly give written notice to the other Party of the delay and the reasons for the delay (and the likely duration of the delay). In the understanding that the performance of the affected Party's obligations under this Agreement shall be suspended during the period that the said circumstances persist and such shall be granted an extension of time for performance equal to the period of the delay.

**ARTICLE 14**  
**Final Provisions**

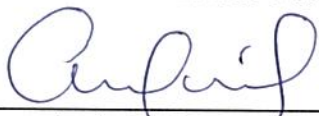
1. This Agreement shall be effective from the date of its signing and will remain valid for a period of five (5) years, extendable for periods of equal duration, unless either of the Parties declares its decision to have it terminated, by written communication addressed to the other Party, thirty (30) days prior to the intended date of termination, without any additional requirements. During this period, the Parties must conclude or cancel any activities pending execution.



2. This Agreement may be amended by mutual consent of the Parties through written communications to the Institutional Contact Point in which the date of its entry into force is specified. The Parties may, amend any of the provisions of this Agreement or enter into supplementary arrangements designed to further specify the scope of the present Agreement.

As a sign of accordance, the Parties sign this Agreement in Mexico City and in Barbados, on the dates referred along the signatures, in 2 (two) originals in English, 2 (two) in Spanish, which texts shall each have the same validity.

**FOR THE FEDERAL ECONOMIC  
COMPETITION COMMISSION OF THE  
UNITED MEXICAN STATES**



**Andrea Marván Saltiel**  
Chair Commissioner

**FOR THE FAIR TRADING COMMISSION  
OF BARBADOS**



**Dr. Marsha Atherley-Ikechi**  
Chief Executive Officer

**Date:** April 4, 2024

**Date:** Apr. 4, 2024