



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE COMESA COMPETITION COMMISSION**

**AND**

**THE FEDERAL COMPETITION AND CONSUMER PROTECTION  
COMMISSION  
(THE FEDERAL REPUBLIC OF NIGERIA)**

**COLLABORATION TO REGULATE COMPETITION AND CONSUMER  
PROTECTION LAWS 2025**

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## WHEREAS

1. The COMESA Competition Commission (hereinafter referred to as "CCC"), having its Headquarters in Lilongwe, Malawi, is a Regional Competition Agency established by the COMESA Competition Regulations adopted under Article 55 of the Treaty establishing the Common Market for Eastern and Southern Africa (the "COMESA Treaty"). It is mandated to promote and protect competition in the Common Market for Eastern and Southern Africa (the "Common Market") by monitoring, investigating, detecting, making determinations or taking action to prevent, prohibit and/or penalize undertakings whose businesses appreciably restrains competition within the Common Market with respect to trade between its Member States;
2. The primary focus of the CCC is to ensure the efficient operation of Markets with the view of enhancing free and liberalized trade as a pre-requisite to safeguarding the welfare of Consumers in the Common Market
3. The Federal Competition and Consumer Protection Commission (FCCPC) of the Federal Republic of Nigeria (hereinafter referred to as "FCCPC"), having its Headquarters in Abuja, Nigeria, is the leading authority for competition and consumer protection in Nigeria and is empowered by the Federal Competition and Consumer Protection Act 2018 ("FCCPA") to among other things, promote fair business practices and safeguard the interests of consumers;
4. The CCC and FCCPC (individually referred to as a "Party" and together the "Parties"), both recognize the importance of fair and competitive markets in driving economic growth, innovation, and consumer welfare; and share a common interest to develop, reform and promote the enforcement of competition laws and policies that prevent anti-competitive practices within their territories.

**NOW THEREFORE**, on the basis of mutual trust and in the spirit of full cooperation the CCC and FCCPC, respectively represented by their executive heads, agree to enter into this Memorandum of Understanding (hereinafter referred to as the "MoU") which sets forth the general terms and conditions of cooperation between the Parties to establish a framework for cooperation and collaboration between the two organizations.

### **Article 1** **Objective and Scope**

This MoU sets forth the general terms and conditions of cooperation between the Parties (hereinafter referred to as the "Partnership").





## Article 2 Areas of Cooperation

To serve the purpose of the present MoU and promote co-operation and mutual understanding between the Parties in the field of competition law enforcement, competition advocacy and consumer protection the Parties have agreed to cooperate on any or all of the issues set out below, as well as on any other areas of common interest that may jointly be defined and agreed upon in the future:

- a) **Exchange of Information:** to exchange relevant non-confidential information, data, research, and reports on competition and consumer protection enforcement, including market studies, sectoral inquiries, and mergers & acquisition cases.
- b) **Capacity Building:** to collaborate when organizing capacity building activities, such as workshops, training programs, and knowledge sharing sessions, to enhance knowledge on competition and consumer protection law regulation.
- c) **Collaboration in Research and Analysis:** to conduct, whenever possible, joint research, studies, and analysis on competition and consumer protection-related issues, sharing expertise, methodologies, and findings to advance the understanding and effectiveness of competition and consumer protection policies.
- d) **Collaboration on Investigation:** This outlines a process for coordinating competition law enforcement between the parties during investigations of anti-competitive conduct:
  - i. If one party determines that anti-competitive behaviour in the other party's territory negatively impacts competition in its own, it can request the other party to take appropriate enforcement action according to their national or regional laws, as applicable.
  - ii. The requested party will consider initiating or expanding enforcement activities and inform the requesting party of the outcome.
  - iii. This Memorandum does not limit the requested Party's discretion to act on the request, nor does it prevent the requesting Party from withdrawing its request.

- e) **Advocacy and Awareness:** to engage in joint advocacy efforts to raise awareness about the benefits of competition and consumer protection, promoting a culture of fair competition and providing guidance to businesses and consumers in their respective territories.
- f) **Periodic Consultations and Meetings:** to hold periodic consultations, meetings, and information exchanges to discuss ongoing initiatives, progress, challenges, and future plans in the field of competition and consumer protection which may include via teleconferences, meetings of the working groups and during international events attended by the representatives of the Parties.
- g) **The Parties may organize** joint events (such as; roundtables, workshops, press conferences and briefings) and create working groups on issues of common interest.
- g) **Cost bearing:** Unless Parties have agreed otherwise in advance in writing, each Party will carry its own costs that may result from the implementation of the present Memorandum. All commitments made in the present Memorandum will be subject to the availability of funds and each Party's budgetary priorities

### **Article 3**

#### **Modalities of Cooperation**

This MoU shall provide a framework for inter-institutional dialogue and cooperation between the Parties, and will include the following modalities as a means of carrying out this cooperation:

- a) The Parties shall keep each other informed of all activities pertaining to the Partnership and shall consult regularly;
- b) Each Party shall endeavor, as far as is appropriate within its own framework, to respond favorably to requests for cooperation in accordance with this MoU;
- c) The Parties agree to sign a separate implementation agreement for jointly implemented programmes or projects under this Partnership. Such agreements may include a concept note outlining the technical details, a workplan, the estimated budget and relevant funding arrangements;
- d) A Party shall refrain from any action, which may adversely affect the other or their interest and fulfill its commitment with fullest regard for the interest of the other



Party. To this end, the Parties shall not use the emblem and name of the other, or any abbreviation of the names thereof except with prior written consent of the other Party;

- e) Both Parties and their employees, contractors, or agents shall not be considered, for any purpose whatsoever, as having a legal status connected with or dependent upon the other Party.

#### **Article 4**

##### **Title Rights**

The ownership of intellectual property and other proprietary rights with regards to all materials produced, prepared or collected in consequence of or in the course of the execution of this MoU shall be agreed upon on a case-by-case basis, in writing. In principle, such rights shall belong to the Party generating the material, and the other Party shall be granted a worldwide, non-exclusive, perpetual and royalty-free license to use the intellectual property for non-commercial purposes.

#### **Article 5**

##### **Reporting requirements**

The focal points of both Parties shall consult with one another, prepare and submit to the executive heads of both Parties joint progress reports on the implemented activities.

#### **Article 6**

##### **Confidentiality**

Within the framework of this MoU, information with restricted access in accordance with the COMESA Treaty, the COMESA Competition Regulations and other subsidiary legislation and instruments made thereunder, the legislation of the Member States of COMESA, international Treaties and Acts, subsidiary Legislations, Regulations and Instruments constituting the laws of the Federal Republic of Nigeria shall not be transferred.

#### **Article 7**

##### **Entry into Force, Amendment and Termination**

1. This MoU shall enter into force upon signing of the agreement by the Parties and shall remain in force unless terminated by the other Party.



2. This MoU may be modified or amended only by written agreement between the Parties with clear justification for the need for amendment.
3. Either Party shall have the right to terminate this MoU within sixty (60) days of a written notice to the other Party of intention to terminate this Agreement. Upon receipt of a notice of termination, the Parties shall take immediate steps to terminate their activities under this MoU.
4. This shall also apply in cases of force majeure (acts of nature, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force).

### **Article 8 Dispute Settlement**

The Parties shall endeavor to settle any dispute arising from the interpretation or application of this Memorandum of Understanding amicably through consultation or negotiation between themselves. If the Parties fail to reach an amicable solution, the provisions of Article 7 (3) shall apply.

### **Article 9 Non-Binding**

This MoU reflects the intention of the parties to promote co-operation and mutual understanding. It is understood that this MoU is not intended to create any legally binding obligations or enforceable commitment between the parties. The parties acknowledge that they are entering into this MoU in good faith to facilitate co-operation and mutual understanding but any future actions or agreement resulting from this MoU may be subject to the execution of separate binding agreement.

### **Article 10 Privileges and immunities**

Nothing in or relating to this MOU or in its Annexes or Appendices, shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Parties and their respective Regulations and Rules.



## Article 11

### Notices

1. Any notice required to be given by either party under this Agreement shall be given in writing in English language.
2. Communications under this Agreement shall be carried out in writing through registered post or electronic means to the relevant address of the other party as indicated below:

**TO: FEDERAL COMPETITION AND CONSUMER PROTECTION COMMISSION**

Name: Mr. Olatunji Bello

Title: Executive Vice Chairman/C.E.O.

Address: 23 Jimmy Carter Street, Asokoro

Abuja, Nigeria

Telephone: +234 (0) 8056003030 +234 (0) 8056002020

E-mail: [contact@fccpc.gov.ng](mailto:contact@fccpc.gov.ng), [florence.abebe@fccpc.gov.ng](mailto:florence.abebe@fccpc.gov.ng)

**To: COMESA COMPETITION COMMISSION**

Name: Dr. Willard Mwemba

Title: Chief Executive Officer

Address: Kang'ombe House, 5th Floor

P.O Box 30742

Lilongwe 3, Malawi

Telephone: Tel: +265 (0)1 772466

E-mail: [compcom@comesacompetition.org](mailto:compcom@comesacompetition.org),  
[WMwemba@comesacompetition.org](mailto:WMwemba@comesacompetition.org)

3. Each Party shall designate a representative for the purpose of overseeing the activities under this agreement.





**Article 12**  
**Public Document**

This Agreement shall be a public document.

**IN WITNESS WHEREOF** the undersigned duly authorised representatives of the Parties have signed this MoU, in English, on the day below written.

**For COMESA Competition Commission**

**Name:** Dr. Willard Mwemba

**Designation:** Director / Chief Executive Officer

**Signature:** 

**For Federal Competition and Consumer Protection Commission**

**Name:** Mr. Kolawole Alabi

**Designation:** Executive Commissioner,  
Corporate Services (ECCS)  
(For: Executive Vice Chairman/C.E.O. FCCPC)

**Signature:** 

**WITNESSED BY:**

**Name:** Alexia Waweru

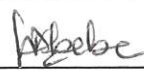
**Designation:** MANAGER LEGAL AFFAIRS

**Signature:** 

**WITNESSED BY:**

**Name:** Florence Abebe

**Designation:** Head Anticompetitive Practices

**Signature:** 

**DATED THIS 29<sup>TH</sup> DAY OF MAY 2025**  
**AT LAGOS, NIGERIA**