



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COMPETITION AND CONSUMER PROTECTION
COMMISSION**

AND

**CONSUMER UNITY & TRUST SOCIETY, INTERNATIONAL
LUSAKA**

1. BASIS FOR COOPERATION

- 1.1. The Competition and Consumer Protection Commission (CCPC) of 4th Floor Main Post Office Building, Cairo Road Lusaka, and Consumer Unity & Trust Society (CUTS) International, Lusaka, of 298 Ngwerere Road, Roma Lusaka (hereinafter collectively referred to as "the Parties") agree to initiate their cooperation and enter into this MoU.
- 1.2. The functions of the Parties are set out in their respective Statutes. A short description is as follows.
- 1.3. **CCPC:** The Competition and Consumer Protection Commission is a statutory body established with a unique dual mandate to protect the competition process in the Zambian economy and also to protect consumers. The Zambian Competition and Consumer Protection Commission was established in 1997 under the name Zambia Competition Commission (ZCC). The name was then changed in 2010 to Competition and Consumer Protection Commission following the enactment of the new Act called the Competition and Consumer Protection Act No.24 of 2010 which repealed the old Act.
- 1.4. **CUTS:** Established in Zambia in 2000, CUTS International, Lusaka has been functioning as a centre for action (policy) research, advocacy and networking on issues of trade and development, competition policy, investment regulation and consumer protection. CUTS has distinguished itself through its stress on consumer – producer synergies for sustainable increase in consumer welfare, given that the ordinary consumer is not just a functional unit but human being whose welfare and growth depends significantly on his/her association with economic production and the income generating opportunities arising from such association. Its role is to promote pro-poor policy and practical changes as well as promote regional integration and engage in long-term capacity building of diverse stakeholders to address developmental challenges in Zambia and in the Southern Africa region.

2. AREAS OF COOPERATION

- 2.1. In an act to continue the existence of the Zambia Competition Commission, the Government of Zambia repealed and replaced the Competition and Fair Trading Act, 1994 with the Competition and Consumer Protection Act, 2010. In June 2010, the Government of Zambia enacted the 'Competition and Consumer Protection Act 2010' to prevent, control and reduce cases of collusion, abuse of dominant position in the market and other anti-competitive practices.
- 2.2. Given that in furtherance of the Act's enforcement in protecting competition and consumers in markets in Zambia, there is a need to collaborate and work with CCPC's officials to pro-actively move the competition reforms agenda forward in the country.

2.3. Given the above, CCPC and CUTS will cooperate in the following areas:

- a) To implement research and sensitisation activities with the objective of generating awareness about competition law and policy and consumer rights/protection amongst relevant stakeholders in Zambia (policymakers, businesses and consumers).
- b) To implement sectoral research jointly so as to build capacity within the Commission and also to document evidence of anti-competitive practices/policies for the benefit of the Commission.
- c) To implement capacity building activities with the objective of creating a better understanding of competition issues in Zambia and the methodologies for effective implementation of Competition Law.
- d) To identify miscellaneous areas of cooperation and conducting other activities of mutual interest in order to further the objective of this MoU.

3. METHODS OF WORK

- 3.1. The Parties will partner to implement projects of mutual interest and will cooperate in the study of issues, problems and policies of mutual interest relating to respective work programme. The modalities of such partnerships would be detailed in a Terms of Reference (TOR) governing that particular project.
- 3.2. The Parties will exchange on regular basis information on their programmes, activities and projects of mutual interest with a view to ensuring coordination, complementarity and mutually supportive cooperation, and where appropriate, joint action.
- 3.3. The Parties will elaborate, as appropriate, joint projects in the fields of common interest, and also cooperate to explore funding opportunities to implement such projects.
 - 3.3.1. The Parties will consider, in areas referred to above, cooperation in:
 - Implementing research projects of mutual interest,
 - Organising seminars, workshops, visits, internships and trainings,
 - Commenting, upon request, on studies prepared by each party, and
 - Executing research publications
- 3.4. Each of the activities referred to above will be mutually agreed upon through a detailed understanding of the Parties subject to the availability of appropriate resources, which will be raised jointly.

4. IMPLEMENTATION OF COOPERATION

- 4.1. The MoU will be implemented in accordance with the respective administrative procedures and practices and budgetary and other resources of the Parties.
- 4.2. The MoU will enter into force on the date on which it is signed by the authorised representatives of the parties and shall remain in force until the date that either party notifies the other in writing that it wishes to terminate it.
- 4.3. This MoU may be amended in writing at the wish of any of the parties and with mutual consent of both parties.
- 4.4. Any party may terminate the MoU subject to reasonable explanation and notice providing advance written notice to the other Party no less than thirty (30) days.

5. OWNERSHIP OF OUTPUTS AND COPYRIGHT

- 5.1. The parties shall mutually agree on copyright issues at the beginning of any specific project.
- 5.2. Output from each project, in principle, would be in the public domain, unless expressly provided otherwise.
- 5.3. In case a donor of project funding wishes to control access to the output, the same shall be communicated to all stakeholders of the project at the very outset.
- 5.4. Should the Parties wish to turn any part of the output into a revenue stream, such a decision shall be communicated to each other and shall be subject to mutual consent.
- 5.5. The choice of publishers for the output would be a matter of mutual agreement between the Parties.
- 5.6. Submission of any part of the output to peer reviewed journals would be undertaken after the approval and mutual consent of both parties.
- 5.7. In case the project involves digital advertising, appropriate approvals shall be sought from all parties before placing such advertising material on concerned media vehicles.

6. Channel of Communication

6.1. For the purpose of facilitating the implementation of the working arrangements to be established by the parties in the framework of this MoU, the channel of communication for the parties will be:

a) For CCPC

Competition and Consumer Protection Commission
Attn: The Executive Director
Competition and Consumer Protection Commission
Fourth Floor, Main Post Office, Cairo Road
P.O. Box 34919
Lusaka
Zambia
Phone: +260-211-222 775
Tele Fax: +260-211-0222 789
Email: zcomp@ccpc.org.zm

b) For CUTS International Lusaka

Consumer Unity & Trust Society International Lusaka
Attn: The Centre Coordinator
CUTS International, Lusaka
298 Ngwerere Rd
Roma
P.O. Box 37113
Lusaka
Zambia
Phone: +260 – 211- 298 892
Office mobile: +260-955-624-874 or +260-978-055293
Email: lusaka@cuts.org

6.2. Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this article

7. Settlement of Disputes

The Parties confirm that they shall exercise good faith efforts to resolve any dispute between them arising from or in connection with this MoU through mutual negotiation and agreement.

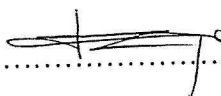
IN WITNESS HEREOF the Parties hereto affix their signatures at

.....on this.....day of.....

For: the Competition and Consumer
Protection Commission

For: CUTS International, Lusaka

Name: Chisfya Sampa

Signature: 

Name: YUSUF. M. DODIA

Signature: 