

**MEMORANDUM OF UNDERSTANDING**

**ENTERED INTO BETWEEN**

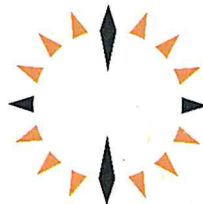
**SWAZILAND COMPETITION COMMISSION**



**Swaziland  
Competition Commission**

**AND**

**SWAZILAND PUBLIC PROCUREMENT REGULATORY AGENCY**



**SPPRA** | Swaziland  
Public  
Procurement  
Regulatory  
Agency

This **MEMORANDUM OF UNDERSTANDING** is entered into on this 9 day  
of MAY, 2018.

BETWEEN

The **SWAZILAND COMPETITION COMMISSION**, hereinafter referred to as "Commission", an organization established in terms of The Competition Act No.8 of 2007. Herein represented by Ms. Thabisile P. Langa in her capacity as Chief Executive Officer, duly authorized hereto.

AND

The **SWAZILAND PUBLIC PROCUREMENT REGULATORY AGENCY**, hereinafter referred to as "Agency", is an independent public enterprise established under Section 9 of the Public Procurement Act No.7 of 2011. Herein represented by Mr. Madoda Mngomezulu in his capacity as Chief Executive Officer, duly authorized hereto.

**WHEREBY IT IS AGREED AS FOLLOWS:**

**PREAMBLE**

This memorandum of understanding (MOU) is entered into between the Swaziland Public Procurement Regulatory Agency (hereinafter referred to as SPPRA) and the Swaziland Competition Commission (hereinafter referred to as SCC) for mutual exchange and sharing of information concerning co-operation in matters of mutual interest.

**AND WHEREAS** the Swaziland Competition Commission is an organization established in terms of Swaziland Competition Act No. 8 of 2007 for the purpose of encouragement of competition in the economy by controlling anti-competitive trade practices, mergers and acquisitions, protecting consumer welfare and providing for an institutional mechanism for implementing the objectives of the Act and other matters incidental thereto regulating competition in Swaziland;

**AND WHEREAS** the Swaziland Public Procurement Regulatory Agency is an autonomous organization established through the Public Procurement Act of 2011 to regulate the procurement of goods, works and services conducted by procuring entities;

**AND WHEREAS** the broad general objectives of the Agency (SPPRA) are in line with those of the Public Procurement Act of 2011, which are to establish a system and practices that serve to:

- (a) Ensure transparency and accountability in public procurement, while maintaining appropriate confidentiality of information;
- (b) Achieve economy, efficiency and maximum competition to ensure value for money in the use of public funds;
- (c) Promote more diverse private sector participation, through fair and non-discriminatory treatment of tenderers;
- (d) Develop economic capacity in Swaziland through the provision of opportunities for Swazi companies to participate in public procurement; and

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- (e) Promote regional and international trade in accordance with agreements entered into by the Government of Swaziland.

**AND WHEREAS** the Agency (SPPRA) is primarily charged with the responsibility for policy, regulation, oversight, professionalization and information management and dissemination in the field of public procurement.

**AND WHEREAS** the specific functions of the Agency include advising government and all procuring entities on procurement policy, reporting on compliance and performance, issuance of regulations and related instruments, investigations, auditing, capacity building, introduction of ICT and provision of secretarial services to the independent review mechanism;

**AND WHEREAS** the Parties recognise the critical importance of mutual co-operation and information sharing towards ensuring the fulfilment of their respective mandates.

**AND WHEREAS** the Parties also recognise the constant need for mutual monitoring and supervision in matters of mutual interest which facilitate the effective performance of their respective duties and achievement of their respective mandates;

**AND WHEREAS** for purposes of this MOU the Chief Executive Officer of the Commission (Commission) and the Chief Executive Officer of the Agency (SPPRA) shall be the signatories and be responsible for its implementation and monitoring.

1. **INTERPRETATIONS AND PRELIMINARY**

- 1.1. The headings of the clauses in this **MOU** are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this **MOU** nor any clause hereof;
- 1.2. The following terms shall have the following meanings assigned to them hereunder and cognate expressions shall have corresponding meaning, namely:

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- 1.2.1. **“Anti-competitive trade practices”** means the trade practices as defined in the Competition Act;
- 1.2.2. **“Agency”** means **SWAZILAND PUBLIC PROCUREMENT REGULATORY AGENCY**;
- 1.2.3. **“Commission”** means **SWAZILAND COMPETITION COMMISSION**;
- 1.2.4. **“Competition Act”** means **The Competition Act No.8 of 2007**;
- 1.2.5. **“Competition Commission Regulation”** means the regulations issued in terms of Section 43 of the Competition Act;
- 1.2.6. **“Effective date”** means the date on which this **MOU** shall come into effect which is the date of signature;
- 1.2.7. **“Procurement laws”** means laws governing the Procurement sector existing or to be promulgated;
- 1.2.8. **“Mergers and acquisitions”** shall have the same meaning as defined in the Competition Act and Competition Commission Regulations;
- 1.2.9. **“MOU”** means this **Memorandum of Understanding**;
- 1.2.10. **“Parties”** means the Agency and the Commission and **“Party”** means anyone of them;
- 1.2.11. **“The Public Procurement Act”** means the **Public Procurement Act No.7 of 2011**;
- 1.2.12. **“Laws or regulations”** mean any binding laws or regulations in force in the jurisdiction of the Agency and Commission;
- 1.2.13. **“Person”** means a natural person, body corporate, partnership, unincorporated association, agency or instrumentality of a government;
- 1.2.14. **“Requested Party”** means the party to whom a request is made pursuant to this Memorandum of Understanding; and
- 1.2.15. **“Requesting Party”** means the party making a request pursuant to this Memorandum of Understanding.

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- 1.3. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement;
- 1.5. When any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday. This also excludes the period during the month of December of the current year and January in the following year during which period the offices of the Commission will be officially closed as determined by the Commission for the end of year;
- 1.6. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7. Expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own conflicting definitions;
- 1.8. Reference to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s;
- 1.9. Where any term is defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that term has not been defined in this interpretation clause;

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- 1.10. The expiration or termination of this agreement shall not affect, those provisions of this agreement as expressly provided to operate after such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.11. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply;
- 1.12. The words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s; and
- 1.13. The words "other" and "otherwise" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible.

2. **NATURE AND STATUS OF THIS MEMORANDUM OF UNDERSTANDING**

- 2.1. This MOU explores the complementarities between the mandates of the Agency and the Commissions and seeks to streamline co-operation and co-ordination in these areas. To this end this MOU serves to set out the arrangements for co-operation and co-ordination between the Agency and the Commission in performing their respective regulatory functions in terms of the Public Procurement Act and the Competition Act.
- 2.2. This MOU's objective is to facilitate and provide a framework for co-operation and co-ordination between the Agency and the Commission and it sets out:
- 2.2.1. The areas of co-operation and co-ordination; and
- 2.2.2. The respective regulatory responsibilities.

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- 2.3. The arrangements in this MOU are subject to what is permitted and required by law (including the obligation of each party to have regard to its objectives when considering each case to which the arrangements apply).
- 2.4. The Agency and Commission have complementary regulatory responsibilities in respect of the promotion and maintenance of competition. The Agency is responsible for policy, regulation, oversight, professional development and information management and dissemination in the field of public procurement. The Commission's primary mandate is the promotion and maintenance of competition in the economy by controlling anti-competitive trade practices, mergers and acquisitions, protecting consumer welfare.
- 2.5. The cooperation and coordination between the Agency and the Commission shall be on areas of mutual interest. This will help ensure that:
- 2.5.1. Each Party is effective in achieving its statutory objectives;
  - 2.5.2. The respective roles and responsibilities of the two Parties are clear to interested parties, in particular in terms of the different aspects of competition regulation; and
  - 2.5.3. There is better understanding of the impact of each Party's legislation on public procurement.
- 2.6. The application of each Party's governing legislation and the carrying out of their duties will, so far as possible, be complementary and transparent.
- 2.7. The Agency and the Commission's public communications on issues of common interest may be appropriately co-ordinated.

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3. **THE REGULATORY FUNCTIONS OF THE PARTIES**

**The Agency**

3.1. The functions of the Agency in terms of the Act, the Public Procurement Act or other Public Procurement laws are:

- 3.1.1. To ensure transparency and accountability in public procurement while maintaining appropriate confidentiality of information;
- 3.1.2. To achieve economy efficiency and maximum competition to ensure value for money in the use of public funds;
- 3.1.3. To promote more diverse private sector participation, through fair and non-discriminatory treatment of tenders;
- 3.1.4. To develop economic capacity in Swaziland, through the provision of opportunities for Swazi companies to participate in public procurement;
- 3.1.5. To promote regional and international trade in accordance with agreements entered into by the Government of Swaziland; and
- 3.1.6. To do anything or exercise any other power or function that the Agency may lawfully do or exercise under the Swazi or any other Public Procurement law.

3.2. In addition to the powers, functions and duties assigned to it in terms of the Act and other Public Procurement laws, the Agency shall:

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- 3.2.1. Exercise any power and function and perform any duty incidental to the exercise of the powers or functions or the performance of its duties; and
- 3.2.2. Exercise such powers or functions and perform such duties as may be assigned to it under the Public Procurement laws conferring power to the agency or other act of parliament.

### **The Commission**

- 3.3. The functions of the Commission in terms of the Competition Act are to:
  - 3.3.1. Carry out investigations in relation to the conduct of business, including the abuse of a dominant position, so as to determine whether any enterprise is carrying out an anti-competitive trade practices and the extent of such practices and issue orders or directives as it deems necessary to ensure compliance with the Act;
  - 3.3.2. Carry out investigations in the case of mergers and issue appropriate orders;
  - 3.3.3. Regulate the creation of a merger and/or prevent and provide re-dress to the abuse of a dominant position;
  - 3.3.4. Provide persons engaged in business with information regarding their rights under the Act;
  - 3.3.5. Provide information for the guidance of consumers regarding their rights under the Act;
  - 3.3.6. Undertake studies and make available to the public reports regarding the operation of the Act;

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- 3.3.7. Co-operate with and assist any association or body of persons to develop and promote the observance of the standards of conduct for the purpose of ensuring compliance with the provisions of the Act;
- 3.3.8. Advise the Minister on such matters relating to the operation of the Act;
- 3.3.9. Review the Act and any other legislation which inhibit fair competition;
- 3.3.10. Co-operate with regional and international bodies engaged in the enforcement of competition law and the promotion of a competition culture; and
- 3.3.11. Enter into discussions on contentious issues with any regulatory authority in order to harmonise and ensure consistent application of the competition principles.

#### 4. SCOPE OF THE MOU

4.1. The Agency and the Commission share a number of areas of interest including, but not limited to, the areas outlined below. Areas of interest and the regulatory priorities of each organisation may change, and the Parties shall seek to co-ordinate and co-operate in relation to these matters where appropriate, the areas of common interest are as follows:


- 4.1.1. Information sharing;
- 4.1.2. Promoting efficiency and effectiveness in trade facilitation, competitive behaviour amongst businesses or companies involved in public procurement, public procurement compliance and enforcement;
- 4.1.3. Minimising and deterring crimes such as, bid rigging, price fixing, market allocation, anti-competitive trade practises, unfair trading, kick-

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backs, inflation of prices and deviation from established procurement procedures, laws and regulations within the country;

- 4.1.4. Monitoring the levels and structures of competition within the regulated sub-sectors in order that competition and accessibility to the regulated sectors in Swaziland is promoted
- 4.1.5. Joint capacity building and training;
- 4.1.6. Investigating and prosecuting persons involved in anti-competitive behaviour in public procurement, kickbacks and general corruption in public procurement;
- 4.1.7. Evaluating competition laws and public procurement laws and identifying possible amendments which may be made to any competition law or public procurement laws for the purposes of improving the administration of, and compliance with, competition laws, public procurement laws and regulations, instructions, manuals and circulars;
- 4.1.8. Promoting competition culture;
- 4.1.9. Promotion of consumer awareness and education in the procurement sector;
- 4.1.10. Provision of information for the guidance for the public regarding their rights under the Public Procurement Act, the Competition Act and Fair Trading Act;
- 4.1.11. Development and promotion of the observance of the standards of conduct for the purpose of ensuring compliance with the provisions of The Public Procurement Act, Competition Act and Fair Trading Act; and
- 4.1.12. Harmonising and ensuring consistent application of the competition principles; and
- 4.1.13. Any other area of mutual interest as may be agreed upon by the entities.

- 4.2. This MOU will serve to promote the integrity, efficiency and competition compliance of persons or companies being processed and/or serviced by the Parties and serve to deter crime, including but not limited to anti-competitive trade practices, unfair trading, fraud

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and corruption in public procurement and inflation of prices in public procurement, and collusion in Swaziland.

5. **PRINCIPLES OF CO-OPERATION**

5.1. This MOU recognizes the following broad principles:

- 5.1.1. The Parties will use their best endeavours to fulfil the terms of this MOU;
- 5.1.2. The Parties intend to assist each other under this MOU to the full extent permitted by the laws, regulations and rules of their enabling legislation, to facilitate the fulfilment of their statutory mandate and responsibilities;
- 5.1.3. This MOU shall not create any binding legal obligations between or amongst the Parties;
- 5.1.4. This MOU does not amount to a delegation of any of the powers, duties or obligations of the Parties;
- 5.1.5. This MOU does not create, directly or indirectly any rights, obligations or liabilities enforceable by the Parties or any third party;
- 5.1.6. This MOU does not affect any arrangement under any other MOU that any of the Parties have entered into; and
- 5.1.7. Each Party retains all rights and obligations under the legislation that it administers and this MOU will not restrict the mandates and responsibilities of any of the Parties.

5.2. Nothing in this MOU restricts, enlarges, or otherwise modifies the respective supervisory mandates of the Parties.

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6. **POLICY AND RULE MAKING**

6.1. Each Party will make regulations, rules, and guidelines and/or policies in pursuit of its separate objective(s). The Parties shall seek to co-ordinate work on their respective policies that have a material effect on the other's objectives.

6.2. The Agency and the Commission shall liaise closely to ensure that their separate awareness activities are complementary. In matters of common interest, the Parties shall share communication and publication plans to facilitate co-sponsored messages and effective resource planning, where appropriate.

7. **GOVERNANCE AND ADMINISTRATION**

The Agency and the Commission share an interest in achieving good governance and administration in relation to procurement and competition regulation in order to achieve the best outcome for each Party. This interest includes, but is not limited to, issues around systems and controls.

8. **FRAUD**

The Parties share an interest in the prevention of fraudulent activities in their respective regulated spheres and will co-ordinate efforts to prevent such activities and in issuing warnings to consumers.

9. **INFORMATION SHARING**

9.1. The Agency and Commission agree to exchange information on relevant issues of interest to the extent permitted by law. No Party shall be required to communicate information to the other Party if such communication confidential and if prohibited by the laws or regulations of the Party possessing the information, or if it would be

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incompatible with the interests of that Party in the application of its laws or completion of its due processes. The exchange of information will be on a broad range of issues, as appropriate and relevant to their respective objectives. This may include, but not limited to:

- 9.1.1. Information about investigations and notifying the other about any relevant action taken against a person or firm by one party which may be relevant to the functions of the other. This may include for example notification of prohibition orders, the Agency's withdrawal of an approval; the Commission notices, the Commission's third party notices, etc; and
  - 9.1.2. Information or intelligence held by the Agency which indicates serious risks to any decision by the Commission that has a material impact on a company's finances in relation to its liabilities.
- 9.2. The Agency and the Commission may request information from each other and will include the details of the information sought and the legal gateways it considers are available to permit sharing. Each may suggest a reasonable deadline for response, including an explanation of any urgency.
- 9.3. The Agency and the Commission may consult and co-ordinate in respect of reviews, call for evidence and recommendations directed towards both Parties, where appropriate.
- 9.4. In accordance with relevant legislation, the Agency and the Commission shall protect the confidentiality and sensitivity of all unpublished regulatory and other confidential information received from the other Party.

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9.5. Where one Party has received information from the other, it will consult with, and where required by statute obtain the consent of the other before:

9.5.1. Passing the information to a third party or; and

9.5.2. Using the information in an enforcement proceeding or court case.

9.6. The Agency and the Commission will liaise where relevant, to the extent permitted by law and having regard to their respective objectives, on responding to enquiries from the public, including freedom of information requests and will consult each other before releasing information originally belonging to the other.

#### 10. EXECUTION OF REQUESTS FOR ASSISTANCE

10.1. To the extent permitted by law, the Requested Party will take all reasonable steps to obtain and provide the information sought.

10.2. The Requested Party will use the relevant means at its disposal for the execution of the request.

10.3. To the extent permitted by law, the Requesting Party will provide the Requested Party with such further assistance as may reasonably be required for the efficient execution of the request including the provision of further information as to the circumstances surrounding the request, staff or other resources.

10.4. Without prejudice to the provisions set forth by the Parties' respective enabling legislation relating to the inspection of persons, the Parties will consider (to the extent permitted by law) conducting joint investigations in cases where the request for assistance concerns violations of laws or regulations and where it would assist in the judicious investigation of the alleged violations. The Parties shall consult to define the procedures to be adopted for conducting any joint investigations, the sharing of work and responsibilities and actions to be taken post such investigations.

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## 11. INVESTIGATION AND ENFORCEMENT

- 11.1. The Agency and the Commission recognise that there are areas in which they have complementary functions and powers. The Parties shall endeavour to ensure that in these cases, the most appropriate Party will commence and lead investigations. To the extent permitted by law and having regard to their respective powers, expertise and resource, they will seek to ensure that:
- 11.1.1. In case of investigations, the Agency and the Commission will notify each other of significant developments where the other is likely to have an interest and discuss where appropriate the steps they propose to take; and
- 11.1.2. Co-ordination takes place in a timely manner, where possible, allowing for a proper exchange of views.
- 11.2. The Agency and the Commission may refer a matter for action if the other Party is considered more appropriate to deal with the matter. Any such referral will include the action sought and the legal powers it considers are available to the other. Where the other Party determines not to proceed, an explanation will be provided, where possible.
- 11.3. The parties may participate in each other's deliberations in so far as is prescribed by their legislative and organisational enactments, in the manner these enactments shall so specify.
- 11.4. The relevant staff of the Agency and the Commission shall, where appropriate, seek to maintain general awareness and understanding of each other's functions and needs and will liaise with each other to ensure that issues are appropriately identified.

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## 12. COORDINATION WITH OTHER AUTHORITIES

- 12.1. The Agency and the Commission will liaise with each other and co-ordinate their activities as appropriate with other regulatory bodies.
- 12.2. Where relevant to their respective objectives, co-ordination in relation to other regulatory bodies will include, in particular:
  - 12.2.1. Designating individuals who act as points of contact for the exchange of information;
  - 12.2.2. Consulting each other in respect of areas of common interest to come to an understanding of each other's views; and
  - 12.2.3. Engaging in a timely manner, ensuring both parties have the opportunity to provide input in advance of decisions being made.

## 13. REVIEW OF MOU

- 13.1 The Agency and the Commission will review each year the operation of the MOU and the effectiveness of co-operation and co-ordination between the two Parties.
- 13.2 This MOU may be revised or amended in writing by agreement between the Parties.

## 14. CONFIDENTIALITY

- 14.1. The Parties will, to the full extent permitted by their enabling laws, regulations and rules, keep confidential:
  - 14.1.1. Any request for assistance or information pursuant to this MOU;
  - 14.1.2. Any information received pursuant to this MOU; and
  - 14.1.3. Any matter arising during the operation of this MOU, including consultations and unsolicited assistance.

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- 14.2. The confidentiality provisions of this MOU will not prevent the Parties from informing the law enforcement agencies or regulatory bodies upon obtaining prior written authority from the Requested Party provided that:
- 14.2.1. Such agencies or regulatory bodies have responsibility for prosecuting, regulating or enforcing laws, regulations and rules falling within the scope of this MOU;
  - 14.2.2. The purpose of passing on such information to such agency or regulatory body falls within the scope of this MOU; and
  - 14.2.3. An undertaking has been obtained by the Requested Party from the recipient agency or regulatory body that, it will maintain the confidentiality of the information, except when disclosure is required pursuant to a legally superseding enforceable instruction to disclose.
- 14.3. If a Party becomes aware that information passed under this MOU may be subject to a legally superseding enforceable instruction to disclose, it will to the extent permitted by laws, regulations and rules inform the other Party of that instruction. The Parties will then consult on the appropriate course of action.
- 14.4. The Parties' confidential treatment of assistance and information will continue when either Party gives notice of its intent to cease co-operation under this MOU.
- 14.5. The Parties understand that the laws, regulations and rules of their enabling legislation place inherent and implied limitations on use and disclosure of non-public information obtained pursuant to this MOU.
- 14.6. The provisions of Clause 13 shall not apply in respect of information that becomes public knowledge without the involvement of either Party.

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15. RIGHTS AND OBLIGATION TO ACT IN GOOD FAITH

15.1. The Requested Party may deny requests for assistance:

15.1.1. Where the request would require the Requested Party to act in a way that would violate its governing laws, regulations and rules;

15.1.2. Where judicial proceedings for the imposition of criminal penalties have already been initiated, in respect of the same actions and against the same persons, or on the grounds that the provision of assistance might result in a judicial or administrative sanction being imposed, where a non-appealable judicial or administrative sanction has already been imposed in respect of the same actions and against the same persons; or

15.1.3. Where the request is not in accordance with the provisions of this MOU.

15.2. Where the Requested Party denies or opposes a request for assistance, it will provide the reasons for not granting the assistance. The Parties may then be required to consult pursuant to Clause 18 of this MOU.

15.3. The Parties recognise that they intend nothing in this MOU to either limit or enhance the powers of the Parties under their respective enabling legislation to investigate or gather information concerning a request or to take measures otherwise than as provided in this MOU to obtain information.

15.4. The Parties shall act in good faith in their dealings with each other. Furthermore, the Parties will use their best endeavours to work together with a view to implement the Agreement reached under this MOU.

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16. **PUBLICITY**

Save as may be agreed, neither Party may publish or otherwise make any statement to any third party regarding the fact of or any information concerning the conclusion of this MOU or the terms hereof, or conduct any interview with any third party in relation thereto, without the consent of the other Party save as required by law or to implement this MOU.

17. **NOTICES AND COMMUNICATIONS BETWEEN THE PARTIES**

All notices, requests and communications required or permitted by this Agreement shall be directed to the Chief Executive Officers of the Parties or any other officer as may be from time to time be designated.

18. **FINANCIAL OBLIGATIONS**

The Parties shall, with regard to the implementation of this MOU and any activities arising from it, bear its own expenses, unless otherwise agreed upon by the Parties.

19. **SETTLEMENT OF DISPUTES**

Any difference or dispute arising from the interpretation, application or implementation of this MOU shall be resolved amicably through consultation or negotiations between the Parties.

20. **ENTRY INTO FORCE, DURATION AND TERMINATION**

20.1. This MOU shall take effect on the date of signature.


20.2. This MOU shall remain in force for a period of three years from the date of signature with the option to renew or extend it further, by agreement between the Parties.

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- 20.3. This MOU may be terminated by either Party by giving two (2) months' written notice in advance to the other Party of its intention to terminate it.
- 20.4. The termination of this MOU shall not affect any activities, programs and projects undertaken by the Parties prior to the termination thereof, or the full execution of any cooperative activity that has not been fully executed at the time of termination, unless otherwise agreed upon in writing by the Parties.

  
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THUS DATED AND SIGNED BY THE PARTIES AND WITNESSED AT MBABANE ON  
THIS THE 9.....DAY OF MAY....., 2018.

AS WITNESSES:

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2. Banala



MS. THABISILE LANGA

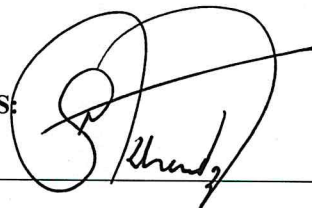
EXECUTIVE DIRECTOR

for and on behalf of

SWAZILAND COMPETITION COMMISSION

THUS DATED AND SIGNED BY THE PARTIES AND WITNESSED AT MBABANE ON  
THIS THE 9.....DAY OF MAY....., 2018.

AS WITNESSES:

1. 

2. 



MR. MADODA MNGOMEZULU

CHIEF EXECUTIVE OFFICER

for and on behalf of:

SWAZILAND PUBLIC PROCUREMENT REGULATORY AGENCY