

MEMORANDUM OF UNDERSTANDING

between

GUERNSEY COMPETITION AND REGULATORY AUTHORITY

and

JERSEY COMPETITION REGULATORY AUTHORITY

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1. **Purpose and principles**

- 1.1 The GCRA is a statutory body established under the GCRA Ordinance, 2012. Its functions, which are set out fully in section 4 of the GCRA Ordinance, 2012, include the administration and enforcement of the Guernsey Competition Law and the enforcement of Guernsey Sector Laws.
- 1.2 The JCRA is a statutory body established under the JCRA Law 2001. Its functions are set out in the JCRA Law 2001 and the Sector Laws in Jersey.
- 1.3 The purpose of this MoU is to provide a framework for the working relationship between the GCRA and the JCRA. In particular, it establishes a framework for the exchange of relevant information to enable or assist the Authorities to carry out their respective statutory duties.
- 1.4 The Authorities enter into this MoU *inter alia* to:
 - a. Enhance the exchange of information between the Authorities;
 - b. Promote, insofar as possible, cross-border co-operation in investigation and enforcement; and
 - c. Enable, insofar as possible, the Authorities to assist each other in training and education relating, in particular, to competition law matters.
- 1.5 This MoU does not create any enforceable rights and does not and is not intended to supersede or modify the statutory obligations of either Authority.

2. **Definitions**

- 3.1 In this Memorandum of Understanding (“MOU”) unless the context requires otherwise:

Applicable Law	means the GCRA Ordinance 2012, the JCRA Law 2001, the Guernsey Competition Ordinance, the Guernsey Competition Law, the Jersey Competition Law, Guernsey Sector Law and/or Jersey Sector Law
Authority	means the GCRA and/or the JCRA
Chair	means the Chairperson of the GCRA and/or the Chairperson of the JCRA
Confidential Information	means information that is deemed to be confidential under any Applicable Law
GCRA	means the Guernsey Competition and Regulatory Authority
GCRA Ordinance 2012	means The Guernsey Competition and Regulatory Ordinance, 2012

Guernsey Competition Law	means the Competition (Enabling Provisions) (Guernsey) Law, 2009
Guernsey Competition Ordinance	means The Competition (Guernsey) Ordinance, 2012
Guernsey Sector Law	means The Regulation of Utilities (Bailiwick of Guernsey) Law, 2001, The Telecommunications (Bailiwick of Guernsey) Law, 2001, The Post Office (Bailiwick of Guernsey) Law, 2001 and/or The Electricity (Guernsey) Law, 2001
JCRA	means the Jersey Competition and Regulatory Authority
JCRA Law 2001	means the Competition Regulatory Authority (Jersey) Law 2001
Jersey Competition Law	means the Competition (Jersey) Law 2005
Jersey Sector Law	means the Telecommunications (Jersey) Law 2002, the Postal Services (Jersey) Law 2004 and/or the Air and Sea Ports (Incorporation) (Jersey) Law 2015.
MoU	means this Memorandum of Understanding
Request	means a request for assistance under this MoU

3. Chair meetings

- 3.1 The Chair of the GCRA and of the JCRA shall meet, at times and dates to be agreed
- 3.2 The purpose of meetings will be to discuss matters of mutual interest and concern in relation to competition law enforcement and policy and to economic regulation issues. Each Chair may be accompanied by members of their respective staff as appropriate.
- 3.3 The meetings may be held remotely or as agreed and may rotate between the islands of Guernsey and Jersey. The host Chair will act as meeting chair and provide the secretariat function, unless otherwise agreed by both Chairs.
- 3.4 Nothing in this MoU will prevent meetings from taking place between the members and staff of each Authority with the agreement of the Chairs.

4. Information sharing

4.1 Insofar as permitted by Applicable Law, the GCRA and of the JCRA may share information about common issues, events of interest, relevant emerging and evolving issues in the fields in which each Authority is active and experience of and approaches to policy, compliance and advocacy activities, where appropriate. In particular, the Authorities may share information on:

- a. Relevant research projects;
- b. Advocacy programmes and approaches;
- c. Trends, techniques and results of enforcement efforts;
- d. Significant policy issues in relation to the fields in which each Authority is active;
- e. Notable law reform developments;
- f. Regulatory experience and developments.

4.2 Where feasible and appropriate, and to the extent permitted by Applicable Law and/or other confidentiality requirements, each Authority will make best endeavours to share with the other, on a regular basis and at an early stage of development, information which may be of interest to the other.

5. Cross-border co-operation in investigation, market reviews and international regulatory matters

5.1 To the extent permitted by Applicable Law, the GCRA and the JCRA may co-operate in relation to investigations or market reviews that may affect the other or have a cross border element. In addition, where appropriate in promoting both islands interests, the GCRA and JCRA will endeavour to co-ordinate their engagement with other international regulatory agencies and in particular with OFCOM on spectrum matters. Whether or not co-operation is appropriate in any particular case will be decided by each of the GCRA and the JCRA on a case-by-case basis.

5.2 This MoU is to be constructed consistently with the right of either Authority to decline or limit co-operation on particular investigations, reviews, studies or other matters at its sole discretion. Without prejudice to the ability of either Authority to decline or limit co-operation as described above, in deciding whether or not to enter into any such co-operation, each Authority may in particular have regard to:

- a. Whether a Request is consistent with domestic laws, policies or priorities;
- b. Resource constraints or priorities;
- c. Whether the Request relates to a matter of mutual interest.

6. Confidentiality

- 6.1 Confidential Information may be shared by one Authority with the other only to the extent permitted by Applicable Law and only to the extent that the Authority receiving the information agrees to respect its confidential nature as outlined by this clause 6.
- 6.2 Where Confidential Information is shared by one Authority with the other, it shall be marked as confidential by the Authority providing it. The Authority receiving that information shall treat it as confidential and shall not disclose it to any third party or otherwise refer or make use of it without the consent of the Authority that disclosed it, including in any enforcement proceeding or court case.
- 6.3 Where one Authority has received information other than Confidential Information from the other, it may use the information for the purposes set out in the request for information or as otherwise agreed. Except to the extent it is prevented from doing so by law, it will notify the Authority that provided the information before passing that information to any third party.

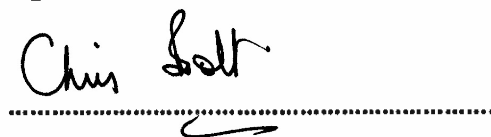
7. Retention and disposal of information

- 7.1 The Authorities acknowledge that any information provided under this MoU must not be retained for longer than is reasonably required to fulfil the purpose for which it was sought or for longer than is permitted under applicable data protection and privacy laws. As soon as practicable after any information supplied under this MoU is no longer required, the relevant Authority will dispose of it in a secure manner.

8. Commencement, review and termination

- 8.1 This MoU will have effect once signed by each Authority and will continue to have effect until terminated by either Authority giving 30 days advance written notice to the other. It may be amended by mutual agreement between the Authorities. Any such amendment shall be recorded in writing.
- 8.2 The Authorities will keep the operation of this MoU under review and will consult where necessary with a view to improving its operation and resolving areas of ambiguity.

Signed on behalf of the GCRA



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CHRIS BOLT

CHAIR OF THE GCRA

DATE:

Signed on behalf of the JCRA



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STEPHANIE LISTON

CHAIR OF THE JCRA

DATE: 16 July 2020