



MEMORANDUM OF UNDERSTANDING ON COOPERATION

BETWEEN

THE COMPETITION AND CONSUMER COMMISSION OF SINGAPORE

AND

THE MALAYSIA COMPETITION COMMISSION

ON IMPLEMENTATION OF COMPETITION LAW

PARAGRAPH 1
PURPOSE

1. The purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum") is to contribute to the effective enforcement of competition laws in Singapore and Malaysia through the establishment of a framework for cooperation between the Competition and Consumer Commission of Singapore ("CCS") and the Malaysia Competition Commission ("MyCC") (hereinafter referred to individually as "Participant" or collectively as the "Participants").

2. Recognising the importance of effective international cooperation on competition law enforcement regarding anti-competitive practices of a cross-border nature, the Participants will endeavour to strengthen and promote cooperation in competition law enforcement and competition policy, while respecting each Participant's autonomy in the performance of its functions and discharge of its duties in accordance with the laws and regulations of their respective countries.

PARAGRAPH 2
DEFINITIONS

For the purposes of this Memorandum,

(a) The term "competition laws" means:

i. for the CCS: the Competition Act 2004 and its implementing regulations as well as any amendments[1] thereto.

[1] Each Participant will notify the other as soon as practicable of any substantive amendments to the competition laws of its territory.

ii. for the MyCC: the Competition Act 2010 (Act 712), the Competition Commission Act 2010 (Act 713) as well as any amendments thereto.

(b) The term "enforcement activities" means any enquiry, proceeding, or investigation conducted by a Participant in relation to the application of the competition laws of its country to proscribe anti-competitive activities;

(c) The term "anti-competitive activities" means any conduct or transaction that may be subject to penalties or relief under the competition laws of the respective countries; and

(d) The term "territory" means the area in which a Participant has jurisdiction.

PARAGRAPH 3
SCOPE OF COOPERATION

1. Each Participant will, subject to the relevant laws and regulations in their respective countries, as well as reasonably available resources, endeavour to take the necessary steps to promote technical cooperation in the following areas:

(a) regular dialogue between the Participants;

(b) exchange of information on legislative developments of their competition laws;

(c) sharing of best practices through the exchange of information and experiences on matters of mutual interest, including:

i. information and experiences relating to enforcement of competition laws;

ii. merger control, review and analysis;

iii. competition-related issues of mutual interest such as specialised studies, experiences on competition law enforcement and recent key developments, as well as trends in sectors, markets and economic activities important to consumers and businesses; and

iv. effective competition policies and laws.

(d) exchange of experience regarding the relations between competition authorities and national regulatory agencies;

(e) technical cooperation for the purpose of enhancing each Participant's competition law enforcement capacity through training programmes, staff secondments, workshops, research collaborations and other similar cooperation on a bilateral basis, or in collaboration with other competition authorities and international organisations; and

(f) other types of cooperation where relevant and agreed in writing by the Participants.

2. Each Participant will notify the other Participant of any enforcement activity it conducts that the notifying Participant considers may materially affect the important interests of the other Participant. Provided that it is not contrary to the laws and regulations of the country of the notifying Participant and does not adversely affect any enforcement activity being carried out by the notifying Participant, this notification will be given as

promptly as possible when the notifying Participant becomes aware that its enforcement activities may affect the important interests of the other Participant.

3. Where the Participants are pursuing enforcement activities with regard to the same matter or matters that are related to each other, the Participants may consider coordination of their enforcement activities. Such coordination will be carried out in a manner which is consistent with the laws and regulations of the respective countries and subject to the reasonably available resources of each Participant. Each Participant may, at any time, subject to appropriate notification to the other Participant, limit or terminate the coordination of enforcement activities and pursue its enforcement activities independently.

4. If a Participant ("requesting Participant") believes that anti-competitive activities being carried out in the country of the other Participant ("requested Participant") adversely affect the requesting Participant's important interests, it may request the requested Participant to initiate appropriate enforcement activities. In deciding whether to make such a request, the requesting Participant may take into account:

   (a) the importance of avoiding conflicts resulting from enforcement activities in the two countries with regard to such anti-competitive activities; and

   (b) whether the requested Participant may be in a position to conduct more effective enforcement activities with regard to such anti-competitive activities.

5. The request made under subparagraph 3.4 should be as specific as possible in setting out the nature of the anti-competitive activities and their effect on the important interests of the requesting Participant, and should include an offer of further information and other forms of cooperation that the requesting Participant is able to provide.

6. The requested Participant will carefully consider whether to initiate enforcement activities, or expand ongoing enforcement activities, to address the anti-competitive activities identified in the request made under subparagraph 3.4. The requested Participant will inform the requesting Participant of its decision as soon as practically possible. If enforcement activities are initiated, the requested Participant will inform the requesting Participant of their outcome and, to the extent possible, of any significant interim developments.

7. Nothing in this paragraph limits the discretion of the requested Participant, under the competition laws of its country and its enforcement policies, to determine whether to undertake enforcement activities with respect to the anti-competitive activities identified in the said request. Similarly, nothing in this paragraph precludes the requesting Participant from withdrawing its request.

PARAGRAPH 4
COMMUNICATIONS

1. The Participants appoint the following person / unit from their respective institutions as the point of contact (hereinafter referred to as "Contact Point"), responsible for communication between the Participants and coordination and implementation of this Memorandum:

Competition and Consumer Commission of Singapore (CCS):

Contact Point : Chief Executive

Malaysia Competition Commission (MyCC):

Contact Point : Chief Executive Officer

2. Communications between the Participants may be carried out by telephone, electronic mail, videoconference, meeting or other means, as appropriate.

3. Each Participant will notify the other Participant in the event of any changes to the details of the Contact Point.

PARAGRAPH 5
RESOURCES

All commitments made in this Memorandum are subject to the availability, and each Participant's prioritisation of the use, of human, financial and other resources. This Memorandum is not meant to create any obligations in terms of human, financial or other resources. Unless the Participants have agreed otherwise in advance in writing, each Participant will be responsible for bearing its own costs and expenses in carrying out any cooperation activities under this Memorandum.

PARAGRAPH 6
USE OF NAME, LOGO AND EMBLEMS

The use by a Participant of the name, logo and / or official emblem of the other Participant on any publication, document and / or paper is prohibited without prior approval of the other Participant concerned.

PARAGRAPH 7
CONFIDENTIALITY

1. It is understood that the Participants will not communicate information to each other if such communication is prohibited by the laws governing the Participant possessing the information or would be incompatible with that Participant's material interests.

2. Each Participant will, in accordance with the laws and regulations of its country, maintain the confidentiality of any information provided by the other Participant under this Memorandum.

3. All materials, documents, information and other data received other than publicly available information during the period of implementation of this Memorandum shall not be made available to any third party without prior written consent or authorisation of the other Participant, unless disclosure is required by the laws or the courts of the territory of the receiving Participant. Each Participant shall oppose, to the fullest extent possible consistent with the laws of that Participant's country, any application by a third party for disclosure of any non-publicly available documents, information or other data received from the other Participant.

4. Both Participants agree that the provisions of this Paragraph shall be effective during the period of the implementation of this Memorandum or any other implementing arrangements made pursuant to this Memorandum, and shall continue to be effective between the Participants notwithstanding the termination of this Memorandum.

PARAGRAPH 8
LAWS AND LEGAL EFFECT

1. This Memorandum shall not create any legally binding obligations between the Participants under international law or the laws and regulations of any jurisdiction and shall not be deemed to constitute or create any legally enforceable rights or obligations, whether expressed or implied, on either Participant. This Memorandum does not confer or create any rights, privileges or benefits on any third party or person.

2. Nothing in this Memorandum shall affect the rights and obligations of the Participants under any agreements or memoranda to which the Participants are party to.

PARAGRAPH 9
INTERPRETATION AND APPLICATION

The Participants will discuss any questions and differences arising out of this Memorandum, including questions on its interpretation or application, and will address them amicably by consultation between the Participants in as timely and practicable a manner as circumstances permit and will not be referred to any Tribunal or third party.

PARAGRAPH 10
MISCELLANEOUS PROVISIONS

1. The cooperation under this Memorandum will take effect on the date of signature and will remain in effect until terminated.

2. This Memorandum may be modified at any time by mutual agreement of the Participants, provided that, the mutually agreed changes and amendments will be made in writing.

3. Any revision, modification or amendment will not prejudice the benefits and commitments arising from or based on this Memorandum before or up to date of such revision, modification or amendment.

4. Either Participant may terminate the cooperation under this Memorandum upon giving thirty (30) days written notice to the other Participant. The Participants will consult to determine how any outstanding matters will be dealt with.

5. Unless otherwise terminated, this Memorandum will apply to any successor of either Participant.

Signed in Kuala Lumpur, Malaysia on 1st October 2026 in two original copies, each in English and each text being equally valid.

FOR THE COMPETITION AND CONSUMER COMMISSION OF SINGAPORE	FOR THE MALAYSIA COMPETITION COMMISSION
MR. ALVIN KOH	DATUK HAJI ISKANDAR ISMAIL