



AGREEMENT ON COOPERATION

IN THE FIELD OF COMPETITION ON THE MARKET OF TELECOMMUNICATION SERVICES

COMPETITION COUNCIL OF BOSNIA AND HERZEGOVINA

AND

COMMUNICATION REGULATORY AGENCY OF BOSNIA AND HERZEGOVINA

Starting from the common commitment for further improvement of professional cooperation in the field of competition on the market of telecommunication services, with a view of ensuring efficient competition in Bosnia and Herzegovina

Competition Council of Bosnia and Heregovina, with the seat in Sarajevo 8 Radiceva street, represented by the President mr. Arijana Regoda-Dražić, (hereinafter: BIHKONK)

and

Communication Regulatory Agency with the seat in Sarajevo, 1 Mehmeda Spahe street, represented by Predrag Kovač, acting Director (hereinafter CRA)

have concluded

AGREEMENT

on cooperation

in the field of competition on the market of telecommunication services

1. Introductory provisions

- 1.1. The subject matter of this Agreement is a professional cooperation between BIHKONK and CRA (hereinafter: Parties to the Agreement) in the protection of competition on the market of telecommunications in Bosnia and Herzegovina in order to ensure effective competition.
- 1.2. By concluding this Agreement, the Parties to the Agreement express their will to cooperate in the field of protection of competition on the basis of mutual trust and understanding, and in accordance with their powers under the Law on Competition and the Law on Communications, as well as the regulations. When in doubt, this Agreement shall be construed in accordance with these laws and regulations.

2. Area of cooperation

- 2.1. Parties to the Agreement shall cooperate in the field of competition, with the aim of improving and supporting the development of competition in the market of telecommunications in Bosnia and Herzegovina, considering the importance of this market to the overall economy of Bosnia and Herzegovina.
- 2.2. Parties to the Agreement shall also cooperate in other areas within their field, which are professionally directly or indirectly related to the protection of competition.

3. Objectives of cooperation

1. With joint efforts and activities to encourage competition in the market of telecommunications with the purpose of ensuring equal opportunities for all market participants.
2. With joint efforts to enable new competitors access to the market of telecommunications, the emergence of new telecommunication services, development of innovative technologies and preservation of quality of service.
3. With joint efforts to prevent all forms of abuse of dominant position of undertakings in the market of telecommunications and the related and neighbouring markets.

4. Subject matter of cooperation

4.1. Parties to the Agreement shall inform one another on all matters of interest to the other Party in the shortest possible time.

4.2. Parties to the Agreement shall continuously cooperate, particularly:

- i) in cases of possible prevention, restriction or distortion of competition in the market of telecommunications, on the basis of legal powers, each Party to the Agreement may request the opinion of the other Party on compliance of such activity of an undertaking with the general and special regulations on the protection of competition, and professional and technical assistance needed to resolve certain cases within the competencies of the Parties to the Agreement;
- ii) in all other cases in accordance with the Law on Competition and the Law on Communications;
- iii) the CRA shall present the initiative before BIHKONK to initiate the proceedings in all cases of prohibited competition activities in the market of telecommunications as well as the related and neighbouring markets in cases where the CRA believes that BIHKONK has more effective remedy that can solve a certain case.

The Party to the Agreement that was requested an opinion or expert and technical assistance shall give the requested opinion and professional and technical assistance in a reasonable time, while this period should not exceed 30 days from the receipt of a complete request.

5. Modalities of cooperation

Parties to the Agreement shall exercise the cooperation referred to in the preceding paragraph, in particular through:

- 1) mutual adequate professional and technical assistance necessary to deal with specific cases under the competencies of the Parties to the Agreement;
- 2) the exchange of relevant information, notices and documents;

3) preparation of expert opinions at the request of and for the needs of the other Party to the Agreement, and other forms of providing professional and technical assistance;

4) direct contacts between the Parties to the Agreement;

5) cooperation on education of experts of BIHKONK and CRA in the field of competition and related fields, particularly:

- through exchange of information on events (seminars, conferences, etc.), and

- through mutual reference to seminars and other forms of educational programs organized by one of the Parties to the Agreement and involvement in educational programs organized by another body or organization for one of the Parties to the Agreement;

6) cooperation in the implementation of international obligations of Bosnia and Herzegovina in the field of protection of competition, in particular:

- concerning the acquisition of membership in the European Union,

- performance of activities and implementation of projects in the framework of international organizations and other institutions (e.g., WTO, UNCTAD, OECD) and

- in the framework of bilateral cooperation in this area.

6. The exchange of data, notices and documents

6.1. Parties to the Agreement shall exchange all data, notices and documents to facilitate the implementation of procedures in the cases in the field of competition on the market of telecommunications in Bosnia and Herzegovina.

6.2. Parties to the Agreement shall exchange all other data, notices and documents considered useful for the effective protection of competition in the market of telecommunications in Bosnia and Herzegovina and other markets that may be affected by competition in the market of telecommunications (related and neighbouring markets).

7. Confidentiality of the information

7.1. Parties to the Agreement are obliged to keep data, notices and documents obtained from undertakings as confidential within the meaning of provisions of regulations on competition, regulations of telecommunications, regulations on the protection of personal data, statutes, general acts of the Parties to the Agreements and other relevant regulations.

7.2. Parties to the Agreement shall take all necessary measures to safeguard the confidentiality of the obtained data, notices and documents, and to ensure that exchanged confidential data, notices and documents shall be used exclusively for the implementation of concrete actions in the cases related to the competition.

7.3. The obligation to protect confidential data, notices and documents obtained under this Agreement remains after their expiration.

7.4. If any of the Parties to the Agreement receives a request from a third party for the submission of confidential data, notices or documents obtained by the other Party to the Agreement, this request cannot be met without prior written consent of the Party to the Agreement from which these data, notices or documents were obtained. Party to the Agreement from which such permission is required, can provide data, notices or documents to a third party linked to the fulfilment of certain conditions, including signing of the statement in which the third party shall commit to keeping the obtained data, notices or documents as confidential, as described in Clause 7.1, 7.2. and 7.3. of this Agreement.

8. Meetings and communication of representatives of the Parties to the Agreement

8.1. Cooperation referred to in Clause 4 as well as the exchange of data referred to in Clause 6 of this Agreement shall be in writing and through meetings of representatives of BIHKONK and CRA held as needed.

8.2. The meetings convened at the initiative of one of the Parties to the Agreement shall normally be held at the headquarters of the Party to the Agreement which gave the initiative to hold the meeting, unless otherwise agreed by the representatives in a specific case.

8.3. Each Party to the Agreement shall appoint a coordinator whose task is to organise direct contacts of representatives of the Parties to the Agreement.

8.4. An invitation to the meeting or initiative to hold a meeting of representatives of the Parties to the Agreement shall contain the draft agenda of the meeting.

8.5. Party to the Agreement in whose seat a meeting was held, shall make minutes on progress and conclusions of the meeting. Participants of the meeting shall have the right to object the minutes, in which case the content of comments shall be entered in the minutes. These comments shall form a part of the minutes.

9. Final provisions

9.1. This Agreement is concluded for an indefinite period.

9.2. Either Party may at any time propose an amendment or declare the termination of this Agreement by written notice to the other party. In the event of termination, the Agreement shall be deemed terminated after the expiry of 30 days from the day when the other Party receives a written statement of termination.

9.3. Parties to the Agreement are required to continue the cooperation even after the termination of this Agreement until finalisation of the cases for which the CRA has requested an opinion or data from BIHKONK and vice versa, prior to the receipt of the notice of termination. Termination of this Agreement has no effect on those forms of cooperation between the parties as specified by law.

9.4. This Agreement shall enter into force on the day of signing by the Parties to the Agreement.

9.5. This Agreement is drawn up in four (4) identical copies, two (2) for each Party to the Agreement.

Sarajevo, 8 February 2016

For the Competition Council
of Bosnia and Herzegovina

For the Communication Regulatory Agency
of Bosnia and Herzegovina

mr. Arijana Regoda-Dražić
President

Predrag Kovač
Acting General Director