

**Namibian
Competition
Commission**



**Namibia Statistics
Agency**

MEMORANDUM OF UNDERSTANDING (MoU)

Entered into by and between

The Namibia statistics agency (NSA)

Herein represented by MR. ALEX SHIMUAFENI, in his Capacity as the STATISTICIAN-GENERAL

FGI House, 44 Post Street Mall,

P.O. Box 2133, Windhoek,

Namibia

Tel: +264 61 431 3200

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www.nsa.org.na

(Hereinafter referred to as NSA)

AND

NAMIBIAN COMPETITION COMMISSION (NaCC)

Herein represented by MR. HEINRICH MIHE GAOMAB II, in Capacity as CHIEF EXECUTIVE OFFICER

BPI House, shop 14, Mezzanine Floor, 269 Independence Avenue,

Tel: +264 61 224 622

Fax: +264 61 401 900

www.nacc.com.na

(Hereinafter referred to as NaCC)

(Hereinafter collectively referred to as the "Parties")

PURPOSE

The purpose of this Memorandum of Understanding is to set out the respective areas of responsibilities between the Namibia Competition Commission (NaCC) and the Namibia Statistics Agency (NSA).

The Memorandum provides a framework for the Namibia Competition Commission and the Namibia Statistics Agency to agree on mutual areas of cooperation.

PREAMBLE

WHEREAS the Namibia Competition Commission is created in terms of the Competition Act, Act 2 of 2003.

WHEREAS the Namibia Statistics Agency is established in terms of Section 6 of the Statistics Act, Act 9 of 2011 as the Central repository for all statistics produced in Namibia and Mandated to collect, produce, and analyses and disseminate official and other statistics in Namibia. To develop and coordinate the National Statistics System (NSS) and National Spatial Data Infrastructure (NSDI).

WHEREAS the NaCC is mandated to enhance the promotion and safeguarding of competition in order to:

- a) promote the efficiency, adaptability and development of the Namibian economy;
- b) provide consumers with competitive prices and product choice;
- c) promote employment and advance the social and economic welfare of Namibians;
- d) expand opportunities for Namibian participation in world markets while recognizing the role of foreign competition in Namibia;
- e) ensure that small undertakings have an equitable opportunity to participate in the economy;
and
- f) to promote a greater spread of ownership, in particular to increase ownership stakes of historically disadvantaged persons.

WHEREAS the Department of Economic Statistics at the Namibia Statistics Agency have been established to execute the mandate involving the production of Economic Statistics.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical line and a short horizontal stroke at the bottom.

AND WHEREAS the Parties are desirous to establish close corporation and effective collaboration to meet their respective mandates.

NOW THEREFORE THE PARTIES RECORD THEIR AGREEMENT AS FOLLOWS:

1. INTRODUCTION

The objective of this Memorandum of Understanding is to provide a framework within which the Parties can develop and undertake collaborative activities and projects; to establish a program of technical cooperation; and disseminate and share knowledge, data and statistics in the fields of economics and related social data and statistics.

2. DEFINITIONS

For the purposes of this Agreement:

- 2.1 **"PARTIES"** and/or **"PARTY"** shall mean the NaCC and NSA.
- 2.2 **"COOPERATIVE ACTIVITY"** shall mean any activity which the Parties undertake or support pursuant to this Agreement.
- 2.3 **"DAY"** shall mean a calendar day.
- 2.4 **"INFORMATION"** shall mean data and indicators stemming from cooperative activities.
- 2.5 **"PARTICIPANTS"** shall mean any individual or entity, including, inter alia, the Parties' scientific and technological organizations, agencies and private persons.
- 2.6 **"INTELLECTUAL PROPERTY"** shall mean all intellectual property including (without limitation) copyright, trademarks, trade names, know-how, trade secrets, patents, brands, design and logos, whether registered or unregistered and however embodied, in or related to the products(s) or services.
- 2.7 **'TIMELY DATA'** shall mean available data at the time it needs to be utilised.
- 2.8 **'RELEVANT DATA'** shall means data that fulfil the needs of users and informs policies.

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2.9 'QUALITY DATA' shall mean data that fit for intended use.

2.10 'DATA SETS' shall mean anonymised data from the NaCC and NSA.

3. GENERAL PRINCIPLES

THE PARTIES AGREE ON:

- 3.1. The Parties recognise that cooperation provides substantial developmental benefits through consistent, timely, quality and relevant statistics to both institutions in order to facilitate a more effective compilation of compatible statistics within the competition regulatory sphere.
- 3.2. The Parties will co-operate to share the data sets within the statutory limitations and obligations imposed by their respective legislation.
- 3.3. This MOU is not intended to create binding obligations on the either Party and each Party has the right to vary its terms at any time by agreement following consultation with the other Party.

4. LIMITS TO AGREEMENT

Any sharing of confidential information between the Parties will be subject to their respective laws, policies and procedures relating to the disclosure of confidential information.

5. SHARING OF INFORMATION

- 5.1. The Parties agree that, subject to legislative provisions, information available to one Party, but of mutual relevance to both parties, will be shared.
- 5.2. The Parties will coordinate their efforts in channelling data collection activities through the NSA where possible.
- 5.3. Where the situation necessitates close co-operation and information sharing between the Parties, the situation shall be managed in such a way that each Party shall endeavour to assist the other to the extent possible.

6. GUIDELINES FOR THE COLLECTION OF DATA

6.1. Both Parties shall endeavour to collect data using statistical systems, processes and products that meet international standards and best practices. In so doing, the Parties shall be cognizant of the following:

6.1.1. recognize the principle of objectivity, relevance, timely and integrity in the collection, processing and delivery of statistics;

6.1.2. recognize internationally accepted standards, guidelines and good practices to ensure the methodological soundness of data collections.

6.1.3. recognize that accuracy and reliability of data is necessary to ensure that the statistical outputs portray reality.

7. CONFIDENTIALITY AND USE OF INFORMATION

7.1 Any confidential information shared pursuant to this Agreement shall be used only for the purpose it was agreed for.

7.2 The Parties will maintain the confidentiality of all information received from each other and will not disclose any such information without first obtaining the prior written consent of the other Party.

7.3 All information provided pursuant to this Agreement will remain the property of the Party providing such information.

7.4 The sharing of confidential information pursuant to this Agreement is done in reliance upon the foregoing assurances and shall not confer any legal privileges to any person, other than to the Parties to this Agreement.

8. TECHNICAL COMMITTEE

8.1. The NaCC and NSA shall establish a Steering Committee, comprising *inter alia* of technical experts at senior level appointed by the Chief Executive Officer and the Statistician General, as a high-level mechanism for consultation and communication between the two Parties.

8.2. It shall be the responsibility of the Committee to consider all matters and related

issues of mutual interest and facilitating co-operation between the Parties.

- 8.3. The Committee is charged with managing the arrangements for the provision of data sets and statistics to the Parties.
- 8.4. The Committee is further responsible for ensuring that appropriate arrangements are in place to ensure the successful implementation of this Agreement.
- 8.5. The Committee shall among others draft the detailed Terms of References and adopt the Technical Operation Frameworks.

9. FUNDING

Both NaCC and NSA will refer any funding requirements to the Committee to recommend approval to the Chief Executive Officer and Statistician General or their delegate.

10. VARIATION OF THE AGREEMENT

This MOU may be varied by the Parties' mutual consensus and in writing.

11. EFFECTIVE DATE AND DURATION OF THE AGREEMENT

- 11.1. This Agreement shall come into force upon the date on which it is signed by both Parties.
- 11.2. The Parties shall review once every five years or as the need may arise the provisions of this Memorandum in view of changes in the relationship between the Parties or changes in the underlying conditions that may have occurred.
- 11.3. If at any time during the course of this Memorandum of Understanding it becomes impossible for the Parties to perform any of their obligations for reasons of force majeure, that Party shall promptly notify the other in writing of the existence of such force majeure. The Party giving the notice is thereby relieved from such obligations as long as force majeure persists.
- 11.4. The Agreement shall remain in force until amended or terminated by one month's prior written notice given by either of the Parties to the other.

12. DISCLOSURE AND PUBLICITY

This Agreement may be disclosed to the public through the media or through publication in the *Gazette* after signature by both Parties.

13. DOMICILIUM CITANDI ET EXECUTANDI

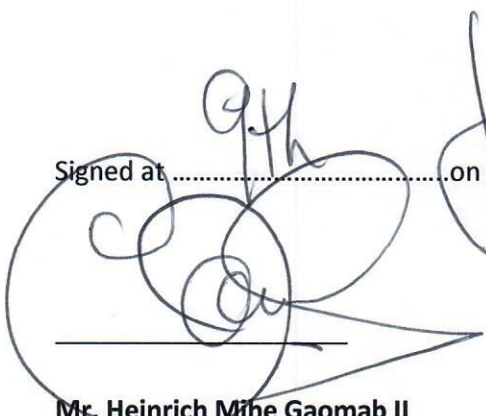
The parties choose the following addresses as their respective *domicilium citandi et executandi* for purposes of this Agreement:

Namibian Competition Commission
Shop 14, BPI House
Mezzanine Floor
269 Independence Avenue
Windhoek

Namibia Statistics Agency
FGI House
44 Post Street Mall
Windhoek

This Agreement has been executed and signed by the Chief Executive Officer, Namibia Competition Commission and the Statistician General of the Namibia Statistics Agency, in the presence of subscribing witnesses.

Signed at on this Day of 2016



Mr. Heinrich Mihe Gaomab II
Chief Executive Officer
Namibian Competition Commission

As Witnesses:

1. _____

2. _____



Signed at WINDHOEK on this 09TH Day of JUNE 2016



Mr. Alex Shimuafeni

Statistician General

Namibia Statistics Agency

As Witnesses:

1. _____

2. _____