

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE VIET NAM COMPETITION COMMISSION,
an agency under the MINISTRY OF INDUSTRY AND TRADE
OF THE SOCIALIST REPUBLIC OF VIET NAM**

AND

**THE EMBASSY OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND IN VIET NAM**

On the cooperation in the field of consumer protection

1. Objectives

- 1.1. This Memorandum of Understanding (Memorandum) is intended to establish a voluntary framework for cooperation and collaboration between the Viet Nam Competition Commission, an agency under the Ministry of Industry and Trade of the Socialist Republic of Viet Nam and the Embassy of the United Kingdom of Great Britain and Northern of Ireland in Viet Nam, hereinafter referred to individually as "a Participant" and collectively as "the Participants".
- 1.2. Recognising the membership of Viet Nam and the United Kingdom in the The Viet Nam - UK Free Trade Agreement (UKVFTA) and the ASEAN-UK Economic Integration Programme (EIP Programme), the Participants acknowledge the importance of cooperation, consultation, and coordination to facilitate the effective implementation of policy and law on consumer protection in each country. The Participants have mutually decided that this Memorandum will serve as a framework for achieving the aforementioned objectives.

2. Cooperation

- 2.1. Subject to the provisions of law and relevant guiding documents of each Participant applicable to consumer protection, defective product recall, consumer product safety management to protect consumer rights, within the

scope of the functions, tasks and authority of each Participant, and within the scope of EIP Programme, the Participants may cooperate, including:

- a. Sharing best practice through staff exchanges, non-confidential information exchanges, and experience in areas of mutual interest, including but not limited to:
 - i. Methods, measures and procedures of defective product recall to protect consumer rights;
 - ii. emerging issues and trends in consumer protection, defective product recall, consumer product safety management to protect consumer rights; and;
 - iii. knowledge of effective regulations, laws, and policies about consumer protection, defective product recall, and consumer product safety management to protect consumer rights.
- b. Periodically organise delegations, seminars or training courses for cadres, civil servants and public employees of the Participants and other civil servants, related to the topics of consumer product safety, defective product recall to protect consumer rights and consumer protection in general, including but not limited to:
 - i. develop the Participants enforcement priorities;
 - ii. development of defective product recall mechanism and measure;
 - iii. emerging areas related to consumer product safety, defective product recall to protect consumer rights and consumer protection issues in general;
 - iv. other areas deemed beneficial to the Participants; and
 - v. cooperation in projects of interest to the Participants, including through international forums.

2.2. Exchange information in a manner consistent with relevant laws and important interests of the Participants.

2.3. Support the dissemination of information and enhance knowledge, awareness about consumer protection for relevant stakeholders.

3. Workplan

3.1. The Participants will develop a workplan to carry out the cooperation activities under EIP Programme which will be developed and amended according to the consensus of the Participants. The activities in the workplan will be reviewed by the Participants according to their needs on an annual basis.

3.2. The Participants will meet regularly, at least once a year if possible, to discuss future work plans and cooperation activities. These meetings can be held online or in person. When mutually convenient, meetings may be held on the sidelines of other international meetings.

4. Exchange of information

4.1. The Participants will designate a focal point for the exchange of information relating to this Memorandum.

4.2. The exchange of information will be conducted in English and may be in appropriate forms including telephone, email, online or face-to-face meetings.

5. Confidentiality

5.1. Neither Participant will be expected to exchange information which is contrary to its national laws, regulations, or important interests.

5.2. With respect to any information that is exchanged between the Participants, the recipient will, to the extent consistent with its laws and regulations:

- a. maintain the confidentiality of any such information communicated to it;
- b. adhere to any requirements imposed by the providing Participant; and
- c. seek prior written consent from the providing Participant to any release or disclosure of the information.

6. Intellectual Property Rights

If the Participants determine that a particular activity may lead to the creation of intellectual property or the exchange of business-confidential information, they will consult with each other and make appropriate written arrangements for the protection and allocation of such intellectual property and business confidential information, with due regard to their national laws and relevant international commitments.

7. Implementation of this Memorandum

- 7.1. Each Participant will bear its own costs associated with implementing this Memorandum.
- 7.2. Nothing in this Memorandum will create any legally binding rights or obligations for Participants.
- 7.3. The Participants reserve their full discretion in implementing this Memorandum and nothing herein is intended to affect existing laws, policies, agreements, or treaties, or create any legally binding or enforceable rights or obligations of the Socialist Republic of Viet Nam and the United Kingdom of Great Britain and Northern of Ireland in Viet Nam
- 7.4. Any difference regarding the interpretation or application of this Memorandum will be resolved by consultation between the Participants and not be referred to any tribunal or third party for settlement.

8. Effective, amendment and termination

- 8.1. This Memorandum will come into effect on the date of signature and will remain in effect for four (4) years, with an automatic extension for another four (4) years unless terminated in accordance with subparagraph 8.2. below.
- 8.2. This Memorandum may be terminated by either Participant giving at least sixty (60) days written notice to the other Participant. The termination of the Memorandum will not affect the ongoing cooperation activities unless otherwise mutually agreed by the Participants.
- 8.3. Amendments to this Memorandum will be made in writing with the mutual consent of the Participants.

The foregoing record represents the understandings reached between the Embassy of the United Kingdom of Great Britain and Northern Ireland in Viet Nam and the Viet Nam Competition Commission, an agency under the Ministry of Industry and Trade of the Socialist Republic of Viet Nam upon the matters referred to therein.

Signed in Ha Noi, on March 25th, 2025 in duplicate in the Vietnamese and English languages, all texts being equally valid.

**For the Viet Nam Competition
Commission, the agency under the
Ministry of Industry and Trade of
the Socialist Republic of Viet Nam**

**For the Embassy of the
United Kingdom of Great Britain
and Northern of Ireland in
Viet Nam**



**Trinh Anh Tuan
Chairman**



**Iain Frew
British Ambassador to Viet Nam**