

**CO-OPERATION AGREEMENT**

**THE COMPETITION AND CONSUMER PROTECTION COMMISSION**

**THE HEALTH INSURANCE AUTHORITY**

**2021**

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THIS AGREEMENT is dated 10<sup>th</sup> MARCH 2021

**BETWEEN:**

- (1) **The Competition and Consumer Protection Commission**, Bloom House, Railway Street, Dublin 1, D01 C576; and
- (2) **The Health Insurance Authority**, Beaux Lane House, Mercer Street Lower, Dublin 2, D02 DH60.

Each a "**Party**" and together the "**Parties**".

**THE PARTIES AGREE AS FOLLOWS:**

**1 DEFINITIONS AND INTERPRETATION**

In this Agreement unless the context otherwise requires or unless otherwise specified:

"**Act**" means the Competition and Consumer Protection Act 2014 (No. 29 of 2014);

"**Agreement**" means all provisions of this Agreement, as from time to time amended by agreement between the Parties in accordance with clause 9 of the Agreement;

"**CCPC**" means the Competition and Consumer Protection Commission;

"**HIA**" means the Health Insurance Authority;

"**Party**" means the Health Insurance Authority and/or the Competition and Consumer Protection Commission, and "**Parties**" shall be construed accordingly;

"**Previous Agreement**" means the co-operation agreement entered into by the Health Insurance Authority and the Competition Authority, being the predecessor to the Competition and Consumer Protection Commission in its competition-related functions, dated 20 July 2005;

"**Requesting Party**" means the Party submitting a request under the Agreement;

"**Respondent Party**" means the Party to whom a request has been submitted under the Agreement.

**2 PURPOSES OF AGREEMENT**

2.1 The purposes of this agreement are:

- 2.1.1 to facilitate co-operation between the Parties in the performance of their respective functions in so far as they relate to (a) consumer protection and welfare issues; or (b) issues of competition between undertakings;
- 2.1.2 to avoid duplication of activities by the Parties;
- 2.1.3 to ensure, as far as practicable, consistency between decisions made or other steps taken by the Parties in so far as any part of those decisions or steps consists of or relates to (a) consumer protection and welfare or

issues of concern to consumers; and/or (b) a determination of any issue of competition between undertakings;

2.1.4 to enable either Party to be consulted by the other Party in relation to any decisions that affect consumers or issues of competition between undertakings; and,

2.1.5 where appropriate, to allow the Parties to conduct joint studies or analyses of matters relating to consumer protection and welfare, issues of concern to consumers or issues of competition.

THE PARTIES NOW AGREE AS FOLLOWS, PURSUANT TO THE PROVISIONS OF SECTION 19(1) OF THE ACT

### **3 TERM OF AGREEMENT**

3.1 This Agreement commences on the date of this Agreement and will continue for a period of three years and the Agreement will be automatically renewed for successive periods of three years thereafter.

3.2 The Parties agree that the Previous Agreement shall be terminated as of the date of this Agreement.

### **4 REVIEW**

The Parties will review this Agreement annually or at the request of either Party.

### **5 EXCHANGE OF INFORMATION**

5.1 Each Party agrees that it will, upon written request, where it agrees that the request is reasonable, provide to the other Party any information in its possession of a kind specified in the request. The request shall state that the information is required by the Requesting Party for the purpose of the performance of its functions, and shall describe the particular functions for which the information is required.

5.2 Requests for information must be made in writing (for the avoidance of doubt, "writing" includes electronic mail). In cases of urgency, requests for information may at first instance be made orally, and their responses given orally, provided that both requests and responses are subsequently confirmed in writing.

5.3 In the case of information supplied pursuant to this Agreement, the provisions of any enactment concerning the disclosure of information by the Respondent Party shall apply to the Requesting Party.

5.4 The Requesting Party may ask that the request itself be considered of a confidential nature.

5.5 The Parties hereby commit themselves to use the information solely for the purposes described in the request.

5.6 Should the Requesting Party wish to use the shared information for any purpose other than the purposes expressed in the request it must first obtain the written approval of the Respondent Party.



## **6 FORBEARANCE TO ACT**

- 6.1 Where one Party is satisfied that the other Party is performing functions in relation to any particular matter, the first Party may agree to forbear to perform any of its functions in relation to that same matter.
- 6.2 Where a Party intends to forbear to perform its functions in the manner described in clause 6.1, it shall first discuss the issue with the other Party, inform it of its intention to apply forbearance, and give the other Party an opportunity to respond.
- 6.3 Either Party may request the other to exercise forbearance in any particular case. The other Party may accede to such request where it is satisfied that the requesting Party is performing functions in relation to that matter.
- 6.4 Where one Party has agreed to forbear to perform its functions in any particular matter, it may so inform any relevant third parties as it sees fit.

## **7 CONSULTATION**

In any circumstance in which both Parties are considering an issue or issues of consumer protection and welfare or competition which is or are identical to one another, each Party shall consult with the other before performing any function involving the determination of such issues.

## **8 PERSONAL DATA**

The Parties acknowledge their legal obligations under the Data Protection Acts 1988–2018 and the General Data Protection Regulation (Regulation (EU) 2016/679). To the extent that any personal data is exchanged pursuant to this Agreement the Parties undertake to comply with their obligations in their respective capacities as data controller/data processor as applicable.

## **9 VARIATION**

This Agreement may be varied at any time by consent of both Parties. Any variation agreed shall be in writing, shall be signed by both Parties or by their authorised representatives and shall come into force on a date agreed by the Parties.

## **10 SEVERABILITY**

Should, at a future date, the whole or any part of any provision of this Agreement prove to be illegal or unenforceable, the other provisions of the Agreement and the remainder of the provision in question shall remain in full force and effect.

## **11 ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties relating to the same subject matter. Both Parties undertake to apply the Agreement in a spirit consistent with the purposes of the Agreement as set out in section 19(1) of the Act.

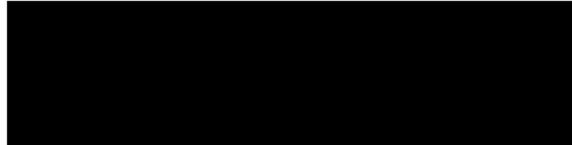
## **12 GOVERNING LAW AND JURISDICTION**

The Agreement shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to hear and

determine any suit, action or proceedings that may arise out of or in connection with this Agreement.

**IN WITNESS** of which the Parties have executed this Agreement on the date shown at the beginning of this Agreement.

SIGNED by **[NAME]**  
duly authorised for and on behalf of the  
**THE HEALTH INSURANCE  
AUTHORITY**



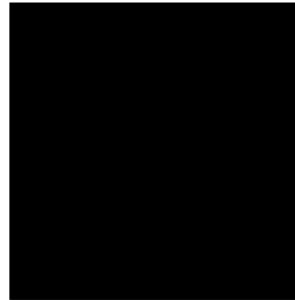
Signature

SIGNED by Isolde Goggin,  
Chairperson,  
duly authorised for and on behalf of the  
**THE COMPETITION AND CONSUMER  
PROTECTION COMMISSION**



Signature

SIGNED by  
duly authorised for and on behalf of the  
**THE COMPETITION AND CONSUMER  
PROTECTION COMMISSION**



Signature