

CO-OPERATION AGREEMENT
BETWEEN THE COMPETITION AUTHORITY
AND THE
COMMISSION FOR COMMUNICATIONS
REGULATION

*(Pursuant to section 47G of the Competition Act 2002, as inserted by section 31 of the
Communications Regulation (Amendment) Act 2007)*

This Agreement is made

Between

The Commission for Communications Regulation of Block DEF, Abbey Court, Irish
Life Centre, Lower Abbey Street, Dublin 1.

And

The Competition Authority of Parnell House, 14 Parnell Square, Dublin 1.

WHEREAS section 47G of the Competition Act, as inserted by section 31 of the
Communications Amendment Act, provides that this Agreement shall be drawn up
between the Parties,

And

WHEREAS the said section 47G provides that the purposes of this Agreement shall
be -

- (a) To facilitate the performance of the Parties' respective functions under Part 4A of the Competition Act;
- (b) To avoid the duplication of activities by the Parties in the performance of the said functions;
- (c) To ensure, as far as practicable, consistency between decisions made and other steps taken by the Parties so far as any part of those decisions or steps relates to the performance of the said functions,

And

WHEREAS the Parties continue to be bound by the provisions of the 2002 Agreement which, as before, covers cooperation between the Parties for the purposes of section 34 of the Competition Act,

THE PARTIES NOW AGREE AS FOLLOWS:-

1. Definitions

"Agreement" means all provisions of this Agreement, as from time to time amended by agreement between the Parties in accordance with Article 8 of the Agreement;

"Associated Facilities" has the same meaning as in section 2(1) of the Communications Regulation Act 2002 (No 20. of 2002);

"Electronic Communications Network" and "Electronic Communications Service" have the same meaning as in section 2 (1) of the Communications Regulation Act 2002 (No. 20 of 2002);

"Party" means the Commission for Communications Regulation and/or the Competition Authority, and "Parties" shall be construed accordingly;

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

“Requesting Party” means the Party submitting a request under the Agreement;

“The Communications Amendment Act” means the Communications Regulation (Amendment) Act 2007 (No. 8 of 2007)

“The Competition Act” means the Competition Act 2002 (No. 14 of 2002);

“The 2002 Agreement” means the Cooperation Agreement of 16th December 2002 made between the Competition Authority and the Commission for Communications Regulation pursuant to section 34 of the Competition Act.

2. Consultation

Before the Parties perform any functions under the Competition Act involving the same issues, they shall, as far as practicable, consult each other.

3. Exchange of information

- (a) Either Party will, upon request, as far as is practicable and where it agrees that the request is reasonable, provide the other Party with 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 under the Competition Act, and shall describe the particular functions for which the information is required.
- (b) 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 the responses given orally, provided that both requests and responses are subsequently confirmed in writing.
- (c) The Requesting Party may ask that the request itself be considered to be confidential.
- (d) The Requesting Party will use the information solely for the purposes described in the request.
- (e) Without prejudice to the provisions of sub-paragraph (d), and subject to provisions of sub-paragraph (f), the Requesting Party may use the shared

information for a purpose other than the purposes expressed in the Request with the prior written approval of the Respondent Party.

- (f) 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.

4. Review

The Parties may review this Agreement at the request of either Party.

5. 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.

6. Severability

Should, at a future date, the whole or any part of any provision of this Agreement be found by a court of competent jurisdiction 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.

7. 2002 Agreement

This Agreement is in addition and without prejudice to the 2002 Agreement made between the same Parties.

8. Governing Law and Jurisdiction

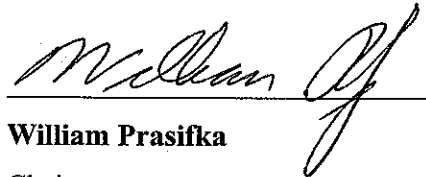
The Agreement shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with this Agreement.

9. Term of Agreement

This Agreement will commence on the later of the two dates signed below and will continue for a period of three years and the Agreement will be automatically renewed for successive periods of three years thereafter.

Given under the common seal of the Competition Authority this 10th day of June 2008.

Present when the common seal of the Competition Authority was affixed hereto

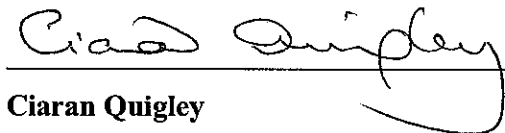


William Prasifka

Chairperson

For and on behalf of the Competition Authority

And

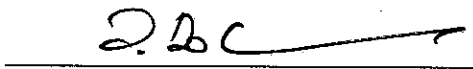


Ciaran Quigley

Secretary to the Competition Authority

Given under the common seal of the Commission for Communications Regulation this 23rd day of June 2008.

Present when the common seal of the Commission for Communications Regulation was affixed hereto



John Doherty

Chairperson

For and on behalf of the Commission for Communications Regulation