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UNCTAD MENA PROGRAMME

Regional Economic Integration through the Adoption
of Competition and Consumer Protection Policies,
Gender Equality, Anticorruption and Good Governance

Competition Glossary



UNITED NATIONS

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This publication was written by Philippe Brusick, UNCTAD MENA Programme Expert.

The publication was organized and prepared for publishing under the supervision of Julieta Coca, Project Manager, UNCTAD MENA Programme, Division of International Trade in Goods and Services, and Commodities, UNCTAD.

The formatting of this document was done by Rafe Dent, UNCTAD.

Maria Bovey, UNCTAD, assisted with the English language version, the cover page design was created by Lirong Zang, UNCTAD and the Arabic translation was done by Ali Khaffane.

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Guillermo Valles
Director

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Executive summary

This glossary of competition law and policy terminology in English-French and Arabic was prepared especially for the UNCTAD MENA Project countries in order to provide uniform definitions and specialized competition terminology. The principal aim is to promote exchanges of experience and enforcement practices, with a view to facilitating better understanding and gradual convergence of competition law and policies within the region. This glossary reviews the main competition related terms which are presented in alphabetical order. When feasible, general definitions are complemented with a review of the related competition law extracts for each of the MENA Project countries under review.

Abuse of Dominant Position/Power = Abus de position dominante

Before defining the meaning of "abuse of dominance", it is necessary to refer to the definition of a "dominant enterprise" or firm. The generally accepted definition of dominance is that of an enterprise which is in a position to ignore the actions of its competitors. For example, if competitors lower their price, this will not force the dominant firm to respond by lowering its prices, because it will not lose significant market share as a result of price differential. More precise definitions are provided under "Dominant Position", within this Glossary.

A dominant firm might take advantage of this situation to increase its position in the market. For this it might impose restraints on its suppliers to lower their prices or on its distributors or its clients to increase its resale price as a way to increase its profit margin. Some of these so-called vertical restraints include: a) resale price maintenance, b) tied-selling, c) full-line-forcing, d) differential pricing, e) exclusivity contracts, and f) refusal-to-deal, and are all aimed to "abuse" their dominant power or dominant position on the market.

As can be seen below, all MENA Project countries which have a competition law at present prohibit abuse of dominance.

Algeria	Order No.03-03 of 19 July 2003 Relating to Competition	Article 7: The abuse of a dominant or monopolistic position is prohibited in a market or market segment aimed at: Limiting market access or the exercise of commercial activities; Limiting or controlling markets production, prospects or technical progress; Sharing markets or sources of supply; Hindering the price fixing by the free market by artificially encouraging price increases or reductions; Applying in respect of business partners dissimilar conditions to equivalent transactions thereby placing them at a competitive disadvantage in the competition; Concluding contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190 /2008 and 193/2008	Article 8: A Person holding a dominant position in a relevant market is prohibited from carrying out any of the following: a) Undertaking an act that leads to the non-manufacturing, or non-production or the non-distribution of a product for a certain period of time; b) Refraining from entering into a sale or purchase transactions regarding a product with any Person or totally ceasing to deal with him/her in a manner that results in restricting that Person's freedom to access or exit the market at any time; c) Undertaking an act that limits distribution of a specific product, on the basis of geographic areas, distribution centers, clients, seasons or periods of time among Persons with vertical relationships; d) Imposing a condition, for the conclusion of a sale or purchase contract or agreement of a product, the acceptance of obligations or products unrelated by their very nature or by commercial custom to the original transaction or agreement; e) Discriminating in selling or purchasing prices or in terms of transaction between sellers or buyers whose contractual positions are similar; f) Refusing to produce or provide a product that is circumstantially scarce when its production or provision is economically possible; g) Dictating to Persons dealing with them not to permit a competing person to have access to their utilities or services, despite this being economically viable; h) Selling

		products below their marginal cost or average variable cost; and i) Obliging a supplier not to deal with a competitor.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No. (18) of 2011 (*Adding paragraph H)	Article 6: An Enterprise with a dominant position in the local market or a significant part thereof is prohibited from abusing this dominant position in order to prevent, limit or weaken competition including the following: a) Fixing or setting prices or conditions of resale of products or services; b) An activity or action which leads to setting barriers to entry of other Enterprises to the market, or their elimination from it, or their exposure to gross losses including selling at a loss; c) Discrimination between customers in similar contracts with regard to price of products or services or conditions of sale or purchase; d) Forcing any of its customers to refrain from dealing with a competing enterprise; e) Attempting to monopolize certain resources necessary for a competing enterprise to carry out its activities or to purchase a particular product or service to an extent that leads to increasing the price thereof on the market or preventing its decrease; f) Refusing without objective grounds, to deal with a particular customer under the usual commercial conditions; g) Tying the sale of a product or the provision of a service to the purchase of another or others or the purchase of a limited amount or a request for the provision of another service; and h)* Excessive pricing contrary to the grounds specified in the instructions issued by the Minister for this purpose.
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Article 7: The abuse by a company or group of companies is prohibited when the purpose or the effect of preventing, restricting or distorting competition: a) takes a dominant position in the domestic market or a substantial part it; b) creates a situation of economic dependence in which there is a customer or supplier that has no equivalent alternative. The abuse may consist in a refusal to sell, linked sales or discriminatory conditions of sale as well as the termination of commercial relations, or the sole reason is that the partner refuses to submit to unjustified commercial conditions. There may also be a direct or indirect imposition of a minimal feature to the resale price of a product or a good, the price of a service or a commercial margin.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Chapter II: Competition and anti-competitive practices Article 5: Concerted or tacit actions, cartels and express agreements having an object or an anti-competitive effect shall be prohibited when they aim to: <ul style="list-style-type: none"> a) Hinder price fixing within the context of free play of supply and demand; b) Restrict access to the market to other companies or access the free exercise of competition; c) Limit or control production, markets, prospects or technical progress; and d) Share markets or sources of supply. Also prohibited is the abuse of a dominant position within the

		<p>internal market or in a substantial part of it, or of a state of economic dependence in which a client company or a supplier that has no alternative solutions for marketing, supply or provision of a service.</p> <p>The abuse of a dominant position or a state of economic dependence may consist particularly in refusal to sell or purchase, sales or procurement in the imposition of a minimum price for resale in the imposition of discriminatory conditions of sale and the severance of trade relations without a cause or the sole reason is that the partner refuses to submit to abusive commercial conditions.</p> <p>Any commitment, agreement or contractual clause relating to one of the practices is indisputably prohibited under paragraphs 1 and 2 of this article.</p> <p>Any quotation or practice of unfairly low prices could threaten the balance of economic activity and fair competition on the market is also prohibited.</p>
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Abuse of Economic Dependence = Abus de dépendance économique

Not all competition laws include the concept of *Abuse of Economic Dependence*. While US and EU Laws ignore this type of prohibition, also referred to as *abuse of superior bargaining position*, it is found mainly in French, Italian and German competition laws. Hence, the fact is that in the MENA Project countries below, only Algeria, Morocco and Tunisia have included this concept in their laws, but not Egypt, nor Jordan.

Two different philosophies apply here:

- a) Those who only consider "competition" and "efficiency" of the relevant market; and
- b) Those who tend to regulate "fair" competition in business-to-business transactions. The latter protects the weaker firm from possible abuses by the stronger firm, for example, an agricultural supplier fully dependant on his distributor, even if the latter is not a dominant enterprise. Another example would be a retailer who is fully dependent on his supplier, although the latter is not a dominant firm.

The North African provisions listed below define what is meant by "A state of economic dependency", in which a client or a supplier may find themselves, having no other equivalent business opportunity. The abuse may consist of a refusal to deal, tied-selling or discriminatory supply conditions, or in cancellation of established trade relations simply because the partner does not accept to submit to unjustified commercial obligations.

Advocates of the "efficiency" principle would allege that competition law is aimed at ensuring efficiency, for the ultimate benefit of the consumer, and not aimed at protecting businesses, which in the process may ultimately weaken competition and efficiency.

Algeria	Order No.03-03 of 19 July 2003 Relating to Competition	<p>Article 3: d) State of economic dependence: the commercial relationship in which one of the companies has no comparable alternative if it refuses to contract under the conditions imposed by another company, customer or supplier.</p> <p>Article 11: Prohibited when it may affect free competition; also when there is abuse by a company regarding the state of dependency within the context of a business client or provider relationship. Such abuse may consist in: A refusal to sell</p>
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		without a legitimate reason; Concomitant sale or discriminatory; Conditional acquisition of a minimum quantity sale; Obligation to resell at a minimum price; Failure of a business relationship for the sole reason that the partner refuses to submit to unjustified commercial conditions; Any other act likely to reduce or eliminate the benefits of competition in a market.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws	Only when abuse of dominant power is evident.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law	Only when abuse of dominant power is evident.
Lebanon	No Competition Law	
Morocco	Law No.104-12 on Freedom of Prices and Competition	Article 7: The abuse by a company or group of companies shall be prohibited when the purpose or effect is to prevent, restrict or distort competition: a) of a dominant position in the domestic market or a substantial part it; b) a situation of economic dependence in which a customer or supplier has no equivalent alternative. The abuse may consist in a refusal to sell, linked sales or discriminatory conditions of sale as well as the termination of commercial relations, or the sole reason being that the partner refuses to submit to unjustified commercial conditions. There may also be a direct or indirect imposition of a minimal feature to the resale price of a product or a good, the price of a service or a commercial margin.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of Competition and Prices	Chapter II - Competition and Anti-competitive Practices - Article 5: Concerted or tacit actions, cartels and express agreements having an object or an anti-competitive effect are prohibited when they aim to: <ul style="list-style-type: none"> a) Hinder price fixing within the context of free play of supply and demand; b) Restrict access to the market to other companies or access the free exercise of competition; c) Limit or control production, markets, prospects or technical progress; and d) Share markets or sources of supply. <p>Also prohibited is the abuse of a dominant position within the internal market or in a substantial part of it, or of a state of economic dependence in which a client company or a supplier that has no alternative solutions for the marketing, supply or provision of a service.</p> <p>The abuse of a dominant position or a state of economic dependence may consist particularly in refusal to sell or purchase, sales or procurement in the imposition of a minimum price for resale in the imposition of discriminatory</p>

		<p>conditions of sale and the severance of trade relations without a cause or the sole reason being that the partner refuses to submit to abusive commercial conditions.</p> <p>Any commitment, agreement or contractual clause relating to one of the practices is indisputably prohibited under paragraphs 1 and 2 of this article.</p> <p>Any quotation or practice of unfair low prices could threaten the balance of economic activity and fair competition on the market is also prohibited.</p>
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Appreciability Test = épreuve de-minimis (See De-Minimis Clause)

For a case to fall within the jurisdiction of the European Competition rules (as opposed to National or member-state competition law) the activities under investigation must:

- (1) Have an appreciable impact on trade between the Member States of the European Union; and,
- (2) The activity under investigation must constitute an appreciable restriction on competition, i.e., it must have a genuine negative impact on the competitive environment within the EU (or EEA.)

"Bait and Switch" Selling = Prix d'appel

A commonly found marketing technique consisting in attracting customers by offering exceptional discounts on a particular product "until stocks are exhausted", in which stocks may be limited and often the customer comes too late to benefit from the offer, but is then directed to buy more expensive substitutes. It is a form of "misleading advertisement" which is sometimes prohibited under provisions against *Unfair Competition*.

Barriers to Entry = Obstacles ou barrières à l'entrée au marché

Barriers to entry may involve Governmental barriers, such as tariffs or quotas and strict licensing procedures or buy-local regulations. They may also be the result of particular market structures, like heavy sunk investment costs that cannot be recuperated, rigid consumer habits giving high preference for existing firms, or copyrights and patent rights foreclosing the market or making it difficult for new entrants.

The presence or lack of significant barriers to entry is a key criteria considered in competition law, particularly in relation to merger review. If barriers to entry are low, competition authorities may regard it as unlikely that a party with a dominant position could abuse that position. Alternatively, if entry barriers are high, a merger may not be allowed, even when the result would be by simple concentration of the market, without necessarily creating a dominant position.

The list below states all the MENA Project countries which have competition laws, prohibit limiting access to the market both through concerted action and abuse of dominance (Algeria, Egypt, Jordan, Morocco and Tunisia).

Algeria	Order N.03-03 of 19 July 2003 on Competition	<p>Article 6: ...practices and concerted actions</p> <p>Article 7: ...abuse of a dominant or monopolistic position in a market or market segment aimed at: a) Limiting market access or the exercise of commercial activities; b) Limiting or controlling markets production, prospects or technical progress;</p>
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic	<p>Article 6: Agreements or contracts between competing persons in any relevant market shall be prohibited if they cause any of the following: (...) (b) Dividing product markets or allocating them on grounds of geographic areas, distribution centers, type of customers, goods, market shares, seasons or</p>

	Practices + Amendments to Laws 190/2008 and 193/2008	<p>periods of time. (...) d) Restricting processes of manufacturing, production, distribution, or marketing of goods or services. This includes restricting product type or volume or limiting the availability thereof.</p> <p>Article 8: A Person holding a dominant position in a relevant market is prohibited from carrying out any of the following: (...)</p> <p>b) Refraining to enter into sale or purchase transactions regarding a product with any Person or totally ceasing to deal with him/her in a manner that results in restricting that Person's freedom to access or exit the market at any given time; g) Dictating on Persons dealing with him/her not to permit a competing person to have access to their utilities or services, despite this being economically viable;</p>
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	<p>Article 5: Anti-competitive Practices: a) Practices, alliances and agreements, explicit or implicit, that prejudice, contravene, limit or prevent competition, shall be prohibited, especially those whose subject or aim is to :</p> <ol style="list-style-type: none"> 1) Fix the prices of products, services or conditions of sale, and the like; 2) Fix quantities of production or service provision; 3) Share the market on the basis of geographical regions or quantities of sales or purchases or customers or any other basis that negatively affect competition; and 4) Set barriers to the entry of enterprises into the market or eliminate them from it; (...). <p>Article 6: An Enterprise with a dominant position in the local market or a significant part thereof is prohibited from abusing this Dominant Position in order to prevent, limit or weaken competition including the following : a) (...); b) An activity or action which leads to setting barriers to entry of other Enterprises to the market, or their elimination from it, or their exposure to gross losses including selling at a loss;</p>
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	<p>Title III of Anticompetitive Practices Article 6: When the purpose is or may be to have the effect of preventing, restricting or distorting competition in the market, concert actions, agreements, explicit or implied coalitions in any form and for any reason whatsoever, it shall be prohibited especially when they tend to: a) limit access to the market or the free exercise of competition by other companies; b) limit or control production, markets, prospects or technical progress; and c) (...).</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Chapter II - Competition and Anti-competitive Practices - Article 5: Concerted or tacit actions, cartels and express agreements having an object or an anti-competitive effect shall be prohibited when they aim to:</p> <ol style="list-style-type: none"> a) (...); b) Restrict access to the market to other companies or access

		<p>the free exercise of competition; c) Limit or control production, markets, prospects or technical progress; and d) share markets or sources of supply.</p> <p>Also prohibited is the abuse of a dominant position within the internal market or in a substantial part of it, or of a state of economic dependence in which a client company or a supplier that has no alternative solutions for the marketing, supply or provision of a service.</p> <p>The abuse of a dominant position or a state of economic dependence may consist particularly in refusal to sell or purchase, sales or procurement in the imposition of a minimum price for resale in the imposition of discriminatory conditions of sale and the severance of trade relations without a cause or because of a sole reason that the partner refuses to submit to abusive commercial conditions.</p>
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Bid Rigging (Syn : Collusive Tendering) = Soumissions collusoires (syn : Trucage des offres)

Bid-Rigging or Collusive Tendering is a manner in which conspiring competitors may effectively raise prices where business contracts are awarded by means of soliciting competitive bids. Essentially, it relates to a situation where competitors agree in advance who will win the bid and at what price, undermining the very purpose of inviting tenders which is to procure goods or services on the most favourable prices and conditions.

Bid Rigging or Collusive tendering may take many forms. Competitors may agree to take turns on who will be the winning bidder. This practice is referred to as bid rotation. Some competitors may agree to submit unacceptable bids to cover up a bid-rigging scheme. In other cases, competitors may simply agree to refrain from bidding or withdraw a submitted bid. In addition to the bid submission or non-submission itself, a bid-rigging scheme must also have some way of compensating the apparent losers. Such agreements may involve sub-contracting parts of the main contract to the losing bidders in exchange, or making payments to the other members of the cartel.

Bid-Rigging or Collusive Tendering is illegal in most countries. Even countries that do not have a competition law often have special legislation regarding tenders. Most countries treat Collusive Tendering more severely than other horizontal agreements, because of its fraudulent aspects and particularly its adverse effect on Government purchases and public spending.

All MENA Project countries having Competition Law deal with the issue of public procurement. When the competition law does not specifically refer to public procurement, as in the case of Article 6 of Ordinance No. 03-03 of 19 July 2003, Amendment to Law 08-12 of 25 June 2008 which has added a mention to that effect under Article 6. In Tunisia, Competition Law is supplemented by Decree no. 2014-1039 of 13 March 2014 regulating public procurement. In addition, public procurement is monitored by the National Observatory of Public Procurement - Observatoire National des Marchés Publics (ONMP).

Countries which do not have Competition Law at present, deal with Public procurement under other specific regulations.

Algeria	Order N.03-03 of 19 July 2003 on Competition + Law No. 08-12 of 25 June 2008 Amending and Modifying Order No.03-	Article 6: When the purposes have the effect of preventing, restricting or distorting free competition in a market or in a substantial part of it, practices and concerted actions, conventions and express or tacit agreements or may have those particular effects are prohibited especially when they
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	03 of July 19, 2003	tend to: Limit market access or the exercise of commercial activities, Share markets or sources of supply; Impede pricing by market forces favouring artificial increases or decreases; (...) Hinder price fixing by the free market by artificially encouraging price increases or reductions; (...) * Enabling access to public markets to authors of those restrictive practices.
Algeria	Law No. 08-12 of 25 June 2008 Amending and Completing the Order No.03-03 of July 19, 2003	Article 2: ... (added ...) The provisions of this Ordinance shall apply (...) to public markets, from the publication of the tender notice until the final award of the contract. (...) Article 5: The provisions of Article 6 (...) are complemented by a last dash (...) -are prohibited (...) allow the award of a public contract for the author of these restrictive practices.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190 /2008 and 193/2008	Article 6: Agreements or contracts among competing Persons in any relevant market are prohibited if they cause any of the following: c) Coordinating with regard to proceeding or refraining from participating in tenders, auctions, negotiations and other calls for procurement;
Jordan	Competition Law No.33 of 2004 + Amendment to Law No. (18) of 2011	Article 5: Anti-competitive Practices A) Practices, alliances and agreements, explicit or implicit, that prejudice, contravene, limit or prevent competition, shall be prohibited, especially those whose subject or aim is : (...) 5) Collusion in tender or bids, whether in overbidding or underbidding, but it shall not be considered collusive to submit joint offers in which the parties announce such joint offer "ab initio" (meaning from the beginning), and without the goal of such joint bidding as a means of preventing competition in any way.
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition + Law No. 20-13 of August 7, 2014 *	Title III Anticompetitive Practices Article 6: When the purpose is or may be to have the effect of preventing, restricting or distorting competition in the market, concerted actions, agreements, or explicit or implied coalitions in any form and for any reason whatsoever, shall be prohibited especially when they tend to: a) limit access to the market or the free exercise of competition by other companies; b) hinder the formation of prices by market forces by artificially favouring price increases or reductions; c) limit or control production, markets, prospects or technical progress; and d) share markets, supply sources or public markets.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of Competition and Prices + Decree No. 2014-1039 of 13 March 2014 on Public Contracts Regulation	Article 5: Concerted or tacit actions, cartels and express agreements having an object or an anti-competitive effect shall be prohibited when they aim to: 1) Hinder price fixing within the context of free play of supply and demand; 2) Restrict access to the market to other companies or access

		<p>the free exercise of competition; 3) Limit or control production, markets, prospects or technical progress; 4) Share markets or sources of supply.</p> <p>+ (Decree No. 2014-1039 of 13 March 2014 on public contracts regulation)</p> <p>Chapter 2 Tender Procurement Article 7: The procurement is governed by the following principles:</p> <ol style="list-style-type: none"> 1) Equality of candidates before the public order and equivalence of chances. 2) Transparency of the procedures. Use of competition. These principles are enshrined through compliance with the following rules: <ol style="list-style-type: none"> 1) Non-discrimination between applicants; 2) Independence of the public purchaser in accordance with Article 11 of this Decree; 3) Monitoring of clear and detailed procedures for conclusion of market steps and informing candidates of these procedures in time; 4) Generalization of responses of communication and explanation of the observations and clarifications by the candidates within a minimum of 10 days before the expiry of the deadline for receipt of tenders. (...).
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Bid Rotation = Rotation des offres

Bid Rigging or Collusive Tendering may take many forms. One of these is referred to as bid rotation, whereby competitors agree to take turns on who will be the winning bidder.

Block-booking = Réserve en bloc (See Full-Line-Forcing)

A form of full-line-forcing, in which distributors are obliged to offer all the products of the manufacturer, and are not able to choose the winners and drop products that do not sell. Movie production studios required movie theatres and TV broadcasting companies to buy and show all their productions. Such block-booking was ruled to be illegal tying by US Supreme Court decisions in the 1940s and 1960s.

Cartel = Entente

Broadly, a cartel can be defined as an arrangement between competitors to limit the terms on which they compete with one another. The arrangement can be in the form of an explicit or tacit agreement or otherwise, in which competitors may among other things:

- a) Fix prices or other terms of sale or purchase,
- b) Collude in tenders (bid-rigging),
- c) Allocate markets or customers,
- d) Restrain production or sales,
- e) Collectively refuse to supply or to purchase,
- f) Collectively deny access to an arrangement, or association, which is crucial to competition, and
- g) Enter into any other types of horizontal agreements, such as joint marketing, joint purchasing, joint harmonization of standards, information-sharing and joint Research and Development (R&D).

While the first six arrangements may be considered hard-core cartel arrangements and are prohibited outright, or *per-se*, in most competition legislations, the last one under no. 7, may be authorized as allowing certain advantages that may benefit consumers and society at large.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 6: When the purpose is to have the effect of preventing, restricting or distorting free competition in a market or in a substantial part of it, practices and concerted actions, conventions and express or tacit agreements, or may have those particular effects, are prohibited especially when they aim to: Limit market access or the exercise of commercial activities; Limit or control production, markets, prospects or technical progress; Share markets or sources of supply; Impede pricing by market forces favouring artificial increases or decreases; Apply in respect of business partners dissimilar conditions to equivalent transactions thereby placing them at a competitive disadvantage in the competition; Making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 6: Agreements or contracts among competing persons in any relevant market are prohibited if they cause any of the following: a) Increasing, decreasing or price fixing of sale or purchase of products (...): b) Dividing product markets or allocating them on the grounds of geographical areas, distribution centers, types of customers, goods, market shares, or seasons/ periods of time; c) coordinating with regard to proceeding or refraining from participating in tenders, auctions, negotiations and other calls for procurement; and d) Restricting processes of manufacturing, production, distribution, or marketing of goods or services. This includes restricting product type, volume or limiting the availability thereof.
Jordan	Competition Law No.33 of 2004 + Amendment to Law No. (18) of 2011	Article 5: Anti-competitive Practices a) Practices, alliances and agreements, explicit or implicit, that prejudice, contravene, limit or prevent competition, shall be prohibited, especially those whose subject or aim is to: 1) Fix the prices of products, services or conditions of sale, and the like; 2) Fix quantities of production or service provision; 3) Share the market on the basis of geographical regions, quantities of sales, purchases, customers, or any other basis that negatively affects competition; 4) Set barriers to entry of enterprises into the market or eliminate them from it; and 5) Collusion in tender or bids, whether in overbidding or underbidding, but it shall not be considered collusive to submit joint offers in which the parties announce such joint offer "ab initio", and without the goal of such joint bidding being to prevent competition in any way. B) see de minimis exemption
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition + Law No. 20-13 of August 7, 2014 *	Title III Of anticompetitive practices Article 6: When the purpose is or may be to have the effect of preventing, restricting or distorting competition in the market, concerted actions, agreements, explicit or implied coalitions in any form and for any reason whatsoever, shall be prohibited especially when they tend to: 1) limit access to the market or the free exercise of competition by other companies;

		2) hinder the formation of prices by market forces by artificially favouring price increases or reductions; 3) limit or control production, markets, prospects or technical progress; and 4) share markets, supply sources or public procurement.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Article 5: Tacit or concerted actions, cartels and express agreements having an anti-competitive object or effect shall be prohibited when they aim to:</p> <ol style="list-style-type: none"> 1. Hinder price fixing in the context of free play of supply and demand; 2. Restrict access to the market to companies - other or access the free exercise of competition; 3. Limit or control production markets, prospects or technical progress; and 4. Share markets or sources of supply.

Class Action = Recours collectif

A growing number of competition laws give the possibility for numerous consumers or customers who have suffered from a specific violation of competition law (a "class" of customers) to take collective action for damages in a single case. At present, Competition Laws of the MENA Project countries do not mention such possibilities of collective action for damages.

Collusion = Collusion

Collusion is the coordination of competitive behaviour among competitors such as raising prices, limiting production, and/or allocating markets with a view to increasing their profits. Enterprises participating in a cartel collude among themselves. Such collusion does not need to be specified in a written agreement, as tacit collusion may often be the result of parallel action by enterprises who do not actually talk to each-other, but who will implicitly follow the other firm's behaviour (i.e. If you do not enter my market, I will not enter yours...).

Collusive Tendering = Soumissions collusoires (See Bid-Rigging)

Comity Principle = Principe de Courtoisie

The Comity Principle is applied in international co-operation in the field of competition.

Under the so-called Negative Comity (Courtoisie négative), any country party to a cooperation agreement in the field of competition is expected to take into account important interests of other countries, in its application of competition law, in order not to harm such important interests.

Under the so-called Positive Comity (= Courtoisie positive), any country may request another country to apply its competition laws against a violation of such laws which has an effect on the territory of both countries.

Concerted Practice = Action concertée

Enterprises act in concert with or without a formal agreement to coordinate their activities. One example of concerted practice is Parallel Pricing, i.e, when the one increases its prices, the other follows...

Concerted Refusal to deal; syn: Group Boycott = Refus de vente (ou d'achat) concerté

Concerted refusals to purchase or to supply, or sometimes described as group boycotts, are agreements between competing firms where they collude with a view to stopping or limiting their sales to particular

customers or alternatively stopping or limiting their purchases from particular suppliers. Group boycotts may be used to implement an illegal anti-competitive behaviour. For instance, in order to enforce price fixing agreements, competing firms may agree not to do business with others except upon agreed terms. In other instances, group boycotts can be employed to prevent a firm from entering a market or to disadvantage an existing competitor. Or they may target price discounters in order to enforce resale price maintenance arrangements. Sometimes, the boycott may not actually be put into effect, but the threat to do so may induce the “potential victim(s)” to take the proper course of action prescribed.

Group boycotts may be either horizontal (i.e. competing firms may agree among themselves not to sell to or buy from targeted businesses or individuals) or vertical (involving agreements between parties at different levels of the production or distribution chain, refusing to deal with a third party, normally a competitor to the firms involved in the agreement).

Group boycotts are considered illegal in a number of countries, particularly when they are designed to enforce other arrangements or when they restrict competition, and lacking a business justification. Accordingly, concerted refusals to supply or purchase are often regarded as per se offences in a number of countries.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 6: When the purpose is to have the effect of preventing, restricting or distorting free competition in a market or in a substantial part of it, practices and concerted actions, conventions and express or tacit agreements or may have those particular effects shall be prohibited especially when they tend to: Limit market access or the exercise of commercial activities; Limit or control markets production, prospects or technical progress; Share markets or sources of supply; Hinder price fixing by the free market by artificially encouraging price increases or reductions; Apply in respect of business partners dissimilar conditions to equivalent transactions thereby placing them at a competitive disadvantage in the competition; Make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 6: Agreements or contracts among competing persons in any relevant market are prohibited if they cause (...) (d) Restricting processes of manufacturing, production, distribution, or marketing of goods or services. This includes restricting product type, volume or limiting the availability thereof.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 5: Anti-competitive Practices A) Practices, alliances and agreements, explicit or implicit, that prejudice, contravene, limit or prevent competition, shall be prohibited, especially those whose subject or aim is to : <ol style="list-style-type: none"> 1) Fix the prices of products, services or conditions of sale, and the like; 2) Fix quantities of production or service provision; 3) Share the market on the basis of geographical regions, quantities of sales, purchases, customers, or any other basis that negatively affect competition; and 4) Set barriers to entry of enterprises into the market or

		eliminate them from it; (...).
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Pprices and Competition	Title III - Anticompetitive Practices - Article 6: When the purpose is or may be to have the effect of preventing, restricting or distorting competition in the market, concerted actions, agreements, or explicit or implied coalitions in any form and for any reason whatsoever, shall be prohibited especially when they tend to: 1) Limit access to the market or the free exercise of competition by other companies; 2) (...); 3) Limit or control production, markets, prospects or technical progress; and 4) share markets, supply sources or public procurement.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Article 5: Concerted or tacit actions, cartels and express agreements having an object or an anti-competitive effect shall be prohibited when they aim to: 1) Hinder price fixing within the context of free play of supply and demand; 2) Restrict access to the market to other companies or access the free exercise of competition; 3) Limit or control production, markets, prospects or technical progress; and 4) Share markets or sources of supply.

Confidentiality Obligations = Obligations de confidentialit 

Employees of competition authorities are obliged to maintain strict confidentiality, especially when their activities give them access to details of cases under deliberation. The European Union, as well as national competition authorities, has adopted specific rules to this effect. See in particular DG Comp's *Code of Ethics and Integrity*. France's Competition Authority also has its own *Code de d ontologie* for all employees and commissioners.

All the competition laws of MENA Project countries provide for confidentiality obligations of their employees and members. In addition, business secrets are specifically excluded from disclosure in Algeria and Morocco. In Egypt, similarly as obligations contained in the EU DG Comp *Code of Ethics and Integrity*, Employees of the Authority are prohibited to work with Persons that were subject to examination or are in the process of examination for a period of two years from the end of their employment.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 29: (...) The members of the Competition Council are bound by professional secrecy. Article 30: For cases for which are referred to, the Competition Council hears conflicting interested parties who must submit a brief. (...) The interested parties and the representative of the Minister of Commerce are entitled access to files and can obtain a copy. However, the President can refuse an initiative or at the request of interested parties, the communications or documents involving trade secrets. In this case, sections or documents are removed from the file. The decision of the Competition Council may not be based on the papers or documents removed from the file.
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Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008 + 2014 Amendments	<p>Article 16: The employees of the Authority are prohibited from disclosing any information, data or the sources thereof, in relation to cases falling under the scope of this law which are submitted or circulated during review, taking actions and issuing decisions in such cases.*</p> <p>Such information and data, as well as their sources, shall not be used for any purposes other than those for which they were submitted.</p> <p>Employees of the Authority are prohibited to work with Persons that were subject to examination or are in the process of examination on, for a period of two years from the end of their employment.</p> <p>*2014 Amendments to the Law have extended the confidentiality obligation upon ECA officials to Board Members and adopted harsher sanctions for the breaching of confidentiality obligations (Fines from 50'000 to 500'000 EGP or approx. 6'500 to 65'000 USD).</p>
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	<p>Article 13: (A...) (B) Officers of the Directorate and any person looking into its activities shall be required to maintain professional secrecy.</p> <p>Article 23: Any person who discloses any confidential information that they received from any source, except if that was according to a court order, shall be punishable by a fine of not less than 1000 Jordanian Dinar and not exceeding 10'000 JD (Approx. 14'100 USD).</p>
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition + Law No. 20-13 of August 7, 2014 *	<p>Title III - Economic Concentrations - Article 21: When questioning other third parties about the operation, concerning its effects and the commitments proposed by the parties, a decision will be made public on the conditions laid down by regulation, the Competition Council and administration will take into account the legitimate interest of the parties when proceeding to notify natural or legal persons mentioned, that their business secrets should not be divulged.</p> <p>Article 11 * The Board members are bound to secrecy of deliberations and meetings.</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Article 13: The Competition Council (...)</p> <p>Before exercising their duties, Board Members takes the following oath:</p> <p>"I swear by God to faithfully perform my duties, to maintain neutrality and not to disclose the secrecy of deliberations."</p> <p>The oath is taken before the full Council Meeting, the minutes of which are recorded.</p> <p>(...)</p> <p>Article 70: Officials, agents and other persons who know of infringement cases are bound to secrecy and the provisions of Article 254 of the Criminal Code will apply to them.</p>

Conscious Parallelism = Parallélisme des prix

Refers to a market situation where competitors offer closely comparable prices and terms. Conscious parallelism concerns similar products priced very closely, although not identically. Although not automatically illegal, conscious parallelism may be regarded as highly suspicious by competition authorities, especially when price variations, in particular price increases, are automatically matched by competitors. The existence of such parallelism, like parallel pricing, may be considered as a strong indicator of the existence of a cartel.

Cover-up Bids = Soumissions truquées

Some competitors may agree to submit unacceptable bids to cover up a bid-rigging scheme. These are called "cover-up bids or tenders".

Damages = Dommages et intérêts

Many competition laws provide for claims regarding damages by those who have suffered injury from an infringement to the competition law. For example, those who have had to pay higher prices as a result of cartel violations, have the possibility to claim for damages, as restitution of the amounts for which they have been spoliated. In the United States, for example, once the public case has resulted in a condemnation of members of a cartel, antitrust laws allow for civil courts to claim for treble damages (three times the amount effectively lost to a cartel) for those who have suffered damages. The treble-damages are in the way of an incentive for private individuals to denounce cartels and to gain from prosecution.

In MENA Project countries, the law provides for damage claims only in Algeria and Jordan. In Tunisia, damages are provided in cases where the Minister can negotiate a settlement, but this article excludes the possibility of settlements for anti-competitive practices and for concentrations (Articles 5,7,8,9,10). In the other countries having competition law, provisions for damage claims have not been found.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 48 - Any natural or legal person, who is aggrieved by a restrictive practice as provided for herein, may refer to the competent court for reparation in accordance with the law in force.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendment Laws	Not Found
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 16: (...) C- The Court's jurisdiction under this Article shall include claims for damages arising out of these violations. (...)
Lebanon	No Competition Law	
Morocco	Law No.104-12 on Freedom of Prices and Competition	Not Found
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of	Article 73: With the exception of breaches of the provisions of Articles 5, 7, 8, 9, 10 and 69 of this law and upon request of the

	Competition and Prices	offender, the Minister of Trade may, before the commitment to public action, or a court hearing the case, authorize the conclusion of a transaction, as long as a final judgment has not yet been pronounced. (...) The amount of the transaction does not release the offender from the obligations under the law or their liability on any damage or from the damage caused to others because of the offense. (...)
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Dawn Raid = Perquisition

Dawn raids are surprise inspections of company sites aiming at finding evidence of breach of competition rules, often done simultaneously in different premises belonging to a company under investigation. Dawn raids are usually conducted in the early morning, at the opening of working hours. In order to be successful, such dawn raids must be well prepared and kept secret to avoid any chances of documents being concealed or erased from computers.

All competition laws of MENA Project countries provide for dawn raids, specifying the timing of such interventions. Only Algerian Law is not fully clear on the subject of dawn raids.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 51: The rapporteurs may, without requiring professional secrecy, seek all documents necessary for the investigation of the case for which they are responsible. They can demand to obtain those files where ever they are, seize them, to facilitate the accomplishment of their mission. (...) The rapporteur can gather all the information necessary for its investigation with companies or with any other person. (...).
Egypt	2014 Amendments	Endowing ECA with more enforcement powers (dawn raids and interim measures)
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No (18) of 2011	Article 19: A) The Director may commission in writing any of the Directorate's officers who have been delegated by the Minister to conduct the following: 1) Enter, during working hours, into commercial establishments, offices and stores, to conduct the necessary inspections and searches; and 2) View documents, records and files, including computer files, and seize all that is necessary thereof or copies of originals in return for a notice of receipt, provided that all seized materials be referred to in the transcript, and be returned after the end of the review thereof. (...) B) The officers must identify themselves and show the concerned party a copy of their written authorization.
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Title VII - Investigations and Sanctions - Article 72: Investigators can operate in all premises and they can seize documents, as part of investigations requested by the President of the Competition Council or by the administration on motivated authorization of the King's prosecutor (...). The visit, which cannot begin before 6 am or after 9 pm take place in the presence of the occupier or their representative. Otherwise, the provisions of Article 103 of Law No. 22-01 on criminal procedure are applied.

Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of Competition and Prices	<p>Article 67: The officers in charge of ascertaining the offenses (...) are allowed in order to fulfilment of their missions:</p> <ol style="list-style-type: none"> 1) To enter, during normal business hours or work in the business premises. They can also fulfil their missions during the transport of goods; 2) Take note of the necessary findings and investigations, to convoke the offices, hear statements and testimonies of everyone who is considered useful by a control agent and audit to evade the offense, while drawing up a report; (...) 3) Seize against receipt which is necessary for documents referred to in the preceding paragraph or to provide certified copies to the original of these documents, for the establishment of proof of the offense or research co-authors or accomplices of the offender. In case of seizure of original parts, an input process is established and a copy is delivered to the concerned; 4) (...); 5) (...); 6) (...); 7) Conduct, under prescribed conditions, visits and the seizure of documents in private homes, after prior approval of the prosecutor of the Republic. Visits to private homes must be in accordance with the Code of Criminal Procedure; 8) Consult and obtain, without opposition of confidentiality, all documents and information from Government, public enterprises and local authorities and after presentation of a written request of the Minister of Trade, and subject to compliance secrets and information protected by special laws; and 9) To introduce themselves as clients during the control operations where the detection of the offense requires. <p>The civil authorities, military and security, bring the agents of economic control support, assistance, protection and any assistance requested in the performance of their tasks.</p> <p>Article 68: In addition to the powers under section 67 of this Law, economic control agents may, after authorization of the prosecutor of the Republic who is competent in this territorial jurisdiction, conduct a search outside of work hours anywhere and seize documents , data, electronic media, computer programmes and applications. They can also affix seals on the stores, documents and databases.</p> <p>The authorization to search must indicate all the data related to the operation and presumptions on the existence of infringements of this law or practices that may compromise the rules of competition. The search and seizure are conducted under the authority and control of the prosecutor of the Republic who authorizes the operation with the help of two officers of the judicial police summoned at his request.</p> <p>(...).</p> <p>Article 69: One to six months of imprisonment and a fine of 500 dinars to 10,000 dinars or one of these penalties, is the sentence</p>

		<p>inflicted to anyone who opposes the exercise of the functions of agents responsible for finding offenses under this Law. (...).</p> <p>In case of verbal or physical aggression attempted, aggression against economic inspection officials authorized to report violations of this law on the exercise of their duties or because of their duties, the sanction is a fine of 500 dinars to 5,000 dinars.</p> <p>In cases of mild physical aggression under the provisions of Article 319 of the penal code, the penalty is an imprisonment of 16 days to one month and a fine of 500 dinars to 5,000 dinars.</p> <p>In case of physical assault in cases not mentioned in the preceding paragraph, the penalty is imprisonment from 6 months to 5 years and a fine of 1,000 dinars to 20,000 dinars or one of these penalties.</p>
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De-Minimis Clause (or Exemption) = Clause (ou exemption) de minimis

Many competition authorities grant a de-minimis exemption from the prohibition of anti-competitive agreements for firms whose combined market share does not exceed a certain share (typically 10%–25%) of the relevant market or whose combined annual turnover is below a certain level. However, in general, this type of exemption does not apply to hard-core cartels.

In other instances, for example, such de-minimis exemption is granted by law. For example German competition law does not apply to cooperation between SMEs (small and medium sized enterprises) if the cooperation rationalizes economic process and if price-fixing is not involved.

In addition, some competition laws provide for possibilities of authorizing under particular circumstances and for a limited period of time, such as crisis cartels (sometimes referred to as depression cartels) and rationalization cartels.

In MENA Project countries, such de-minimis clauses are found only in Jordanian and Moroccan Law, the latter making a specific provision in favour of SMEs.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Not Found
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendment to Laws	Not Found
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 5: Anti-competitive Practices : (...) (B) The provisions of paragraph (A) above shall not apply to agreements with weak effect wherein the total share of the Enterprises party thereto shall not exceed a rate to be set by instructions issued by the Minister, and which shall not exceed 10% of total transactions in the market, and provided that such agreements do not include procedures that fix price levels and market sharing
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and	Article 9: (...) Also not subject to the provisions of Articles 6 and 7 the above agreements of minor

	Competition	importance do not appreciably restrict competition, in particular agreements between SMEs. The criteria describing what is not an appreciable restriction of competition shall be fixed by regulation.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of Competition and Prices	Not Found

Discriminatory Pricing = Prix discriminatoires

Price discrimination arises when a supplier or distributor applies different prices or sales conditions to his customers, under similar circumstances. In other terms, prices may differ if justified by different local taxes, transportation costs or sales quantities. Usually such a prohibition will apply to dominant firms, where applying discriminatory pricing may be considered as an abuse of dominant position. This is the case for all MENA Project countries, but only Egypt limits cases to abuse of dominance situations. Algeria, Morocco and Tunisia include the cases of prohibited abuse of economic dependence, and Algeria also prohibits concerted action (Article 6 of the Algerian Law) to this effect, while in Jordan, price discrimination is prohibited under abuse of dominance (Article 6), but also outright, under Article 8 (Practices Detrimental to Fairness of Commercial Transactions).

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 6: (concerted actions) and Article 7: (abuse of dominant position...and abuse of economic dependence) - Apply in respect to business partners dissimilar conditions to equivalent transactions thereby placing them at a competitive disadvantage in competition;
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 8: A Person holding a dominant position in a relevant market is prohibited from (...) e) Discriminating in selling, purchasing prices or in terms of transactions between sellers or buyers whose contractual positions are similar
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No. (18) of 2011	Article 6: An Enterprise with a dominant position in the local market or a significant part thereof is prohibited from abusing this Dominant Position (by...); C) Discrimination between customers in similar contracts with regard to price of products, services, conditions of sale or purchase; Article 8: Practices Detrimental to the Fairness of Commercial Transactions A- A producer, importer, wholesaler or service provider may not: 1) (...) 2) Subject another party to, or to receive from it preferential and unjustified prices or conditions of sale or purchase in such a manner as to impact upon such party a benefit as regards competition or cause harm thereto.
Lebanon	No Competition Law	

Morocco	Law No. 104-12 on Freedom of Prices and Competition	Article 7: The abuse by a company or group of companies is prohibited when the purpose has the effect of preventing, restricting or distorting competition:1) Of a dominant position in the domestic market or a substantial part it; and 2) A situation of economic dependence in which there is a customer or supplier that has no equivalent alternative. The abuse may consist in a refusal to sell, linked sales or discriminatory conditions of sale as well as the termination of established commercial relations, with the sole reason that the partner refuses to submit to unjustified commercial conditions. There may also be a direct or indirect imposition of a minimal feature to the resale price of a product or good, the price of a service or a commercial margin.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of Competition and Prices	Article 5 (...): The abuse of a dominant position or a state of economic dependency may consist particularly in the refusal to sell or purchase, sales or procurement in the imposition of a minimum price for resale, in the imposition of discriminatory conditions of sale and the severance of trade relations without a cause or the sole reason being that the partner refuses to submit to abusive commercial conditions.

Dominant Position = Position dominante

This refers to enterprises whose market position is such that they can essentially dictate the terms of competition to other customers and market participants. Under EU law (Article 102 TEFU), a firm is in a dominant position if it has the ability to behave independently of its competitors, customers, and/or suppliers. However, determining whether a firm is in a dominant position is a more complex exercise for competition authorities. Generally, this exercise starts for the competition authority by precisely determining which is the so-called *relevant market*. (See under Relevant Market = Marché pertinent ou Marché en cause).

Under many competition laws, a threshold of about 40% of the relevant market is that which determines if a firm is likely to be dominant, but will need further considerations, such as the level of openness of that market, existence of potential competitors, holding of essential facilities, etc. In some jurisdictions, because refined determination of dominance is complex, the law will consider that all firms exceeding a given market-share threshold are deemed to be dominant.

It should be noted that for a firm to be dominant is not illegal. What is usually prohibited by competition law is the abuse of dominant power. (See "Abuse of Dominant Power"). Nevertheless, being dominant, or potentially dominant brings into consideration many legal considerations and requires specific compliance policies, in particular with respect to concentrations or mergers and acquisitions (M&As).

In MENA Project countries having a competition law, Algeria, Egypt and Jordan have a definition of dominance. Egypt indicates a threshold of more than 25%, while Morocco and Tunisia do not offer any definition in their Competition Law.

Algeria	Order N.03-03 of 19 July 2003 on C	Article 3: c) dominant positions: The position allows a company to hold on the market, a position of economic strength which gives it
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		the power to prevent the maintenance of effective competition, providing it with the opportunity to conduct itself independently to a considerable extent with respect to its competitors and customers or suppliers.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 4: (...) dominance in a relevant market is the ability of a Person holding a market share exceeding 25% of the aforementioned market, to have an effective impact on prices or on the volume of supply, without competitors having the ability to limit it.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No. (18) of 2011	Article 2: (...) Dominant Position: The condition in which an Enterprise is able to control and affect the activity of the market.
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	No definition found
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	No definition found

Dumping or Selling at a Loss = Vente à perte

One should not confuse the definition of dumping under WTO international trade rules and the meaning under competition laws, which in effect, is "Selling at a Loss".

Interestingly, all MENA Project countries having competition laws prohibit selling at a loss. Some, however, like Algeria, Morocco and Tunisia, prohibit selling at a loss outright, while Egypt and Jordan limit the prohibition to firms abusing a dominant power. Jordan, however, also prohibits selling at a loss outright, under Article 8 (Practices Detrimental to the Fairness of Commercial Transactions).

Algérie	Order N.03-03 of 19 July 2003 on Competition	Article 12: Predatory practices of quotations or sale prices of in relation to costs of production, processing and marketing to the consumers, since these offers are intended or may have the effect of eliminating a market or in preventing access to a market, a company or its products shall be prohibited.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 8: A Person holding a dominant position in a relevant market is prohibited from (...) h) Selling products below their marginal cost or average variable cost ;
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No. (18) of 2011	Article 6 : An Enterprise with a dominant position in the local market or a significant part thereof is prohibited from abusing this Dominant Position (by...) (B) An activity or action which leads to setting barriers for entrance of other Enterprises to the market, or

		<p>their elimination from it, or their exposure to gross losses including selling at a loss;</p> <p>Article 8: Practices Detrimental to the Fairness of Commercial Transactions A (...) B) 1) The resale of a product as is at a price below its actual purchase price plus the taxes and charges and transport costs applicable thereto, if any, is prohibited if the purpose of such sale is to limit competition. (...) The aforementioned (...) shall not apply to perishable goods and allowed reductions on sales for the purpose of liquidation of a business, or to restock at lower prices.</p>
Lebanon	No Competition Law	
Morocco	Law N. 104-12 on Freedom of Prices and Competition	<p>Article 8: Price offers or practices of sales prices which are abusively low with regards to production, transformation and commercialization costs to consumers, as soon as these offers can dismiss a competitor or one of their products from a market or impede access to it (...) the provisions of this Article shall not apply in case of resale in the state and shall be prohibited.</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Article 5: (...) Also prohibited is any quotation or practice of unfairly low prices that could threaten the balance of economic activity and fair competition on the market.</p>

Effects Doctrine = Théorie des effets ; Syn : Principe de territorialité objective

Under the "Effects Doctrine" or "Effects Principle", when an anticompetitive practice taking place abroad has an effect inside a jurisdiction, the competition authority of the affected jurisdiction can take action against extra-territorial offenders.

Until the early 2000s, the Effects Doctrine was widely criticized outside the United States, where it originated, especially in Europe, where many countries enacted so-called *blocking statutes* to limit its impact.

The Effects Doctrine was used, for example, to enable U.S. authorities to review the merger of two non-U.S. companies abroad. Nowadays, it is also used by the EU, to review the merger of two U.S.-based companies (or even two EU companies established outside the EU), where DG Comp considers that such a merger has a substantial competitive impact in the EU.

As can be seen below, the MENA Project countries having competition laws all have provisions dealing directly or indirectly with the Effects Doctrine. Egypt, Jordan, Morocco and Tunisia, have explicit provisions related to it. Egyptian law stipulates that: "The provisions of this Law shall apply to acts committed abroad should these acts result into the prevention, restriction or harm of the freedom of competition in Egypt" (Article 5). In Jordan: "The provisions of this Law shall apply to all production, commerce and service provision activities in the Kingdom, as well as to any economic activities occurring outside the Kingdom and having an effect inside the Kingdom" (Article 3).

As for Morocco, Article 1, on scope of application of the Law states that this law applies to all persons (...) whose behavior can have an effect on competition on the Moroccan market or a substantive part of this

market. Moreover, it is the only law of the MENA Project countries that refers to export agreements (or cartels) ... which may have effects on competition in the domestic market. In Tunisia, the new law of 2015 specifies that: "The object of the law is to prevent any anti-competitive practice, including practices or agreements committed abroad and having effects on the domestic market".

With respect to Algeria and Tunisia, the texts also imply indirectly which the Competition Authority can, under the condition of reciprocity, exchange information which is demanded by a foreign competition authority. Algerian law adds that, "... Under the same conditions ... the Competition Council can conduct competition enquiries demanded by foreign competition authorities" (Article 41). Article 76 of the Tunisian Law seems limited to information exchange agreements with foreign competition authorities, based on the reciprocity principle. Thus, one can expect that reciprocity would allow the Tunisian authority to obtain information concerning an anti-competitive practice taking place abroad, but having effects in the Tunisian domestic market.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 40: Subject to reciprocity, the Competition Council may, within the limits of its powers, and in relation to the competent authorities, provide information or documents in its possession or it may receive, upon request, foreign competition authorities, having the same powers, provided to ensure confidentiality. Article 41: Under the same conditions as provided in Article 40 above, the Competition Council may, at the request of foreign competition authorities, drive or conduct investigations of restrictive practices. Article 43: The Competition Council may, for the implementation of Articles 40 and 41 above, conclude agreements organizing its relations with foreign competition authorities with the same skills.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 5: The provisions of this Law shall apply to acts committed abroad should these acts result into the prevention, restriction or harm of the freedom of competition in Egypt (...).
Jordan	The Competition Law No.33 of 2004 + Amendment to Law 18 of 2011	Article 3: The provisions of this Law shall apply to all production, commerce and service provision activities in the Kingdom, as well as to any economic activities occurring outside the Kingdom and having an effect inside the Kingdom.
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Title I: Scope, Article 1: This Law applies to 1) any natural or legal persons whether they have their headquarters or facilities in Morocco, as long as their operations or behaviours may have an object or an effect on competition on the Moroccan market or a substantial part of it; 2) (...) 3) Agreements on exports to the extent that their application has an impact on competition on the Moroccan domestic market.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of	Article 1:

	15-09-2015 on the Reorganization of Competition and Prices	<p>This Law aims to define the provisions governing freedom of prices, establish the rules governing free competition to ensure general market equilibrium, economic efficiency and consumer welfare.</p> <p>It enacts thereto obligations to be borne by producers, merchants, service providers and intermediaries, seeking to (...) to prevent uncompetitive practices including practices and agreements born abroad and having detrimental effects on the domestic market.</p> <p>Article 76: Subject to the principle of reciprocity and within the framework of cooperation agreements, the Competition Council or the relevant departments of the Ministry of Commerce may, within the limits of their powers and after notification of the Minister of Trade, proceed to exchange with foreign institutions counterparts, experiences, information and documents relating to the investigation of competition cases, and provided to ensure the confidentiality of information exchanged.</p>
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Efficiency Gains = Gains d'efficacité, (d'efficience)

To be authorised by a competition authority, an agreement needs inter-alia to contribute to improving the production or distribution of goods or to promoting technical or economic progress – so called *efficiency gains*.

Essential Facilities = Facilités essentielles

Under competition law, a so-called Essential Facility is an infrastructure or a key asset required for any firm to be able to compete in a given market. A facility is considered essential when it is very difficult or impossible for an outsider, deprived from this facility to enter or to stay in the market because of physical, geographical, economic or juridical reasons.

For example, a water company may not be able to enter a given market if all the mineral water sources are owned by a competitor. An electricity company may not be able to enter a market if all infrastructures are owned by a competitor. In the same way, telephone companies may be blocked if the incumbent firm, which owns the fixed telephony grid refuses to provide access at a reasonable price. Ownership or control of an essential facility is a major factor in deciding whether a firm has a dominant position.

All MENA Project countries having competition legislation cover this aspect, both from the side of concerted practices and actions, as well as firms abusing a dominant position.

Algeria	Order N.03-03 of 19 July 2003 on Competition	<p>Article 6: When the purpose effects the prevention, restriction or distortion of free competition in a market or in a substantial part of it, practices and concerted actions , conventions and express or tacit agreements or may have those particular effects shall be prohibited especially when they tend to: Limit market access or the exercise of commercial activities; (...)</p> <p>Article 7: Prohibits any abuse of a dominant or monopolistic position in a market or market segment aimed at: Limiting market access or the exercise of commercial activities; (...)</p>
Egypt	Law No.3 of 2005 on Protection of	Article 6: Agreements or contracts between competing persons in any relevant market are prohibited if they cause

	Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	(...): (...) d) Restricting processes of manufacturing, production, distribution, or marketing of goods or services. This includes restricting product type or volume or limiting the availability thereof. Article 8: A person holding a dominant position in a relevant market is prohibited from (...): a) undertaking an act that leads to the non-manufacturing, or non-production or the non-distribution of a product for a certain period or certain periods of time. (...) g) Dictating to Persons dealing with them not to permit a competing person to have access to their utilities or services, despite this being economically viable.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 5: Anti-competitive Practices a) Practices, alliances and agreements, explicit or implicit, that prejudice, contravene, limit or prevent competition, shall be prohibited, especially those whose subject or aim is to : (...); 4) Set barriers to entry of enterprises into the market or eliminate them from it; Article 6: An Enterprise with a dominant position in the local market or a significant part thereof is prohibited from abusing this Dominant Position (by...) e) Attempting to monopolize certain resources necessary for a competing Enterprise to carry out its activities or to purchase a particular product or service to an extent that leads to increasing the price thereof on the market or preventing its decrease.
Lebanon	No competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Article 6: When its purpose has or may have the effects of preventing, restricting or distorting competition in the market, concerted actions, agreements, express or tacit agreements or coalitions, in any form and for any reason whatsoever, shall be prohibited especially when they tend to: 1) Limit access to the market or the free exercise of competition by other companies (...). (...). Article 7: Any purpose which has or may have the effect of preventing, restricting or distorting competition, abuse by a company or group of companies shall be prohibited: 1) Dominant position in the domestic market or a substantial part of it; and 2) A situation of economic dependence in which there is a customer or supplier that has no equivalent alternative. The abuse may consist in a refusal to sell, linked sales or discriminatory conditions of sale as well as the termination of commercial relationships.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Article 5: Tacit or concerted actions, cartels and express agreements having an anti-competitive object or effect year shall be prohibited when it aims to: 1) (...); 2) Restrict market access to other companies - or the free exercise of competition; and 3) Limit or control production markets,

		prospects or technical progress; (...).Is prohibited, the abuse of a dominant position in internal market or in a substantial businesses portion of it, or of a state of economic dependence in qui a customer company or a supplier which have no alternative solutions for the marketing, supply or provision of a service.
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Exclusionary Practice = Pratique d'exclusion (See Predatory Practices)

Exclusive Dealing = Contrats d'Exclusivité

Exclusive dealing arrangements may be found in an agreement where a restriction is placed on the firm's choice of buyers or suppliers, that is to say where a buyer is required to purchase all his requirements from only one seller, or a seller is required to sell its products to only one firm. It should be said at the outset that exclusive dealing contracts are a common practice in distribution of goods and services, many manufacturers organising their distribution through exclusive dealers and resellers. Automobile brands, for example, will establish their exclusive distributors, and usually do not permit the latter to represent other competing brands at the same time, although such multibrand distributors can also be found.

Nearly all franchise agreements contain provisions of this nature, prohibiting franchisees from purchasing inputs, or at least inputs characteristic of the brand, from anyone other than the franchisor.

The competition concern with exclusive dealing is that it may foreclose a market. For example, if in a geographic region a large fraction of the retailers of a particular type and quality are signed up to exclusive agreements with one manufacturer, then another manufacturer may not have a sufficiently large distribution network available to sell in the market. Exclusive dealing is usually forbidden only if it substantially lessens competition in a market. This is often the case where there is an abuse of dominant position on the relevant market.

In the MENA Project countries, exclusive dealing is only explicitly mentioned in the Algerian Law (Article 10 prohibits ... any act and/or contract, irrespective of its nature or object, giving an enterprise an exclusivity in the practice of an activity covered by the (...) Ordinance).

In the other MENA countries having competition law, exclusive dealing is only indirectly covered by the main provisions dealing with abuse of dominant position, or also the provision dealing with restraints among competitors (for example under Article 6 of the Egyptian Law, on Agreements or contracts among competing persons (...) prohibited if they cause (...) d) Restricting processes of (...), distribution, or marketing of goods or services).

Algeria	Law No. 08-12 of 25 June 2008 Amended and Modified Order No.03-03 of 19 July 2003	Article 10: Any act and/or contract is considered as a practice having the effect of preventing, restricting or distorting free competition and prohibits, regardless of their nature and purpose, giving a company exclusivity in exercise of an activity falling within the scope of this order.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 6: Agreements or contracts among competing persons in any relevant market are prohibited if they cause (...) d) Restricting processes of manufacturing, production, distribution, or marketing of goods or services. This includes restricting product type or volume or limiting the availability thereof. Article 8: A person holding a dominant position in a relevant market is prohibited from (...): a) undertaking an act that leads to the non-manufacturing, or non-

		<p>production or the non-distribution of a product for a certain period or certain periods of time. (...) c) Undertaking an act that limits distribution of a specific product, on the basis of geographic areas, distribution centers, clients, seasons or periods of time among Persons with vertical relationship. (...) g) Dictating to Persons dealing with him/her not to permit a competing person to have access to their utilities or services, despite this being economically viable; (...) i) Obliging a supplier not to deal with a competitor.</p>
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	<p>Article 6: An Enterprise with a dominant position in the local market or a significant part thereof is prohibited from abusing this Dominant Position in order to prevent, limit or weaken competition including the following: (...); B) An activity or action which leads to setting barriers to entry of other Enterprises to the market, or their elimination from it, or their exposure to gross losses including selling at a loss; (...); (D) Forcing any of its customers to refrain from dealing with a competing Enterprise; (...); (F) Refusing without objective grounds, to deal with a particular customer under the usual commercial conditions; (...)</p>
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	<p>Article 7: The abuse by a company or group of companies is prohibited when the purpose or effect is of preventing, restricting or distorting competition: 1) A dominant position in the domestic market or a substantial part it; and 2) A situation of economic dependence where there is a customer or supplier that has no equivalent alternative. The abuse may consist in a refusal to sell, linked sales or discriminatory conditions of sale as well as the termination of established commercial relations, the sole reason that the partner refuses to submit to unjustified commercial conditions.(...)</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Article 5: (...) The abuse of a dominant position or a state of economic dependence may consist particularly in refusal to sell or purchase, sales or procurement in minimum prices imposed for resale, in discriminatory conditions of sale as well as the breakdown of trade relations without cause or the sole reason that the partner refuses to submit to unjustified commercial conditions.</p>

Exclusive Distribution/Dealer = Distributeur exclusif

Exclusive Distribution is having the exclusive right given to a specific firm to be the sole distributor authorised to market the product of a supplier on a given territory. By guaranteeing exclusivity, the supplier wishes to encourage the distributor to promote his product and to offer the best service possible to their clients. In case the distributor enters into heavy expenses to promote the product, they also need to be

satisfied that their efforts will not be lost to other distributors competing with the same brand on the same market or territory. In most cases, the exclusive dealer's market power is limited by inter-brand competition. It is only when the supplier (or the dealer) is in a dominant position or is a monopolist, able to abuse his dominant position on the relevant market, that exclusive distribution raises competition concerns.

Exemptions = Exemptions

Virtually every jurisdiction contains exemptions from anti-competitive agreement prohibition. As various jurisdictions have different forms of regimes, however, they have differing exemption and authorization systems. While in many countries national authorities are granted discretionary powers to authorize notified agreements, other legislations only provide for legal exemptions for specific types of agreements without conferring upon the competition authority a margin of discretion. For instance, US antitrust law does not envisage any possibility of exemption or authorization by the US competition authorities, and therefore does not provide for a notification system for anti-competitive agreements. However, there are numerous statutory and court generated exemptions to the United States Antitrust laws.

Many jurisdictions provide systems for block and/or individual exemptions. With a block exemption granted, a certain category of agreements benefit from an exemption without any individual assessment. Specified categories of agreements can be assumed to satisfy the criteria for exemptions. An example is the case of R&D and specialization block exemptions, where the combination of complementary skill or assets can produce substantial efficiencies.

On the other hand, an individual exemption can be granted for individual cases of agreements. In order to obtain authorization, firms intending to enter into potentially anti-competitive agreements would accordingly need to notify the competition authority of all the relevant facts of the agreement.

In elaborating the criteria for exemptions, Article 101 (3) TFEU of the European Union can provide a good yardstick. The provision sets four conditions for an agreement to be authorized:

- (a) The agreement needs to contribute to improving the production or distribution of goods or to promoting technical or economic progress – so called *efficiency gains*;
- (b) While allowing consumers a fair share of the resulting benefit, and the agreement must not;
- (c) Impose on the undertakings concerning restrictions which are not indispensable to the attainment of these objectives; or
- (d) Afford such undertakings the possibility of eliminating competition in respect to a substantial part of the products in question. Several countries follow this approach taken by the European Union, e.g. Switzerland.

In MENA Project countries listed below, similar and other exemptions exist or can be obtained from the competition authority or the Minister in charge of commerce.

In Algeria, the Competition Council can authorize certain anti-competitive practices, upon notification or request for authorization in accordance with modalities determined by Decree. Exemptions may also be provided under other laws and regulations, as far as such agreements can be demonstrated to provide economic or technical progress, to benefit employment, or to allow SMEs to strengthen their competitive position on the market (Article 9). Moreover, concerning M&As, a concentration which has been prohibited by the Competition Council may be authorized by the Government, upon advice from the Minister of Commerce and the Minister in charge of the concerned sector (Article 21).

In Egypt, public utilities managed by the State are exempted from the application of competition law. As for public utilities managed by private interests, they may obtain an exemption upon request, provided they comply with conditions set by Executive regulation of the competition Law (Article 9).

In Jordan, the Competition Law provides for temporary exemptions in emergency situations, but also more permanent exemptions, if the parties can demonstrate that the agreement leads to positive results, (...), including the improvement of the competitiveness of Enterprises, or production or distribution systems, or providing certain benefits to the consumer (Article 7 A and B).

In Morocco, Article 9 of the competition Law provides for exemption of practices resulting from the application of other laws and regulations. Also, practices which can be demonstrated to provide economic or technical progress, to benefit employment, or to allow SMEs to strengthen their competitive position on the market, while providing part of the benefits to consumers and not eliminating competition in respect to a substantial part of the products in question, can be authorized. Article 9 also provides for a "de-minimis" exemption by the Competition Council, of agreements "of minor importance" among SMEs or farmers.

Finally, in Tunisia, essential goods and services are exempt from Competition Law, as well as monopolies and regulated sectors (Article 3). The list and prices of regulated goods and services are fixed by Governmental Decree. In addition, temporary measures can be taken, in case of emergency situations resulting in price peaks (Article 4). Finally, exemptions may be granted by the Minister in charge of Commerce, after advice from the Competition Council, provided such agreements contribute to economic or technical progress while affording customers a fair share of the resulting benefits.

Algeria	Order N.03-03 of 19 July 2003 on Competition	<p>Article 8: The Competition Council may find, upon request of interested companies, that there is no place for it, according to the elements which it has knowledge to intervene in respect to an agreement, concerted action, agreement or practice as defined in Articles 6 and 7 above. The procedures for introducing the request to benefit from the provisions of the preceding paragraph are determined by decree.</p> <p>Article 9: Not subject to the provisions of Articles 6 and 7, agreements and practices that result from the application of a statute or a statutory instrument made hereunder; Authorized agreements and practices whose authors can prove that they have the effect of ensuring economic or technical progress, or contribute to improving employment, or they allow small businesses to consolidate their competitive market position. The agreements and practices that have been authorized by the Competition Council may not benefit from this provision.</p> <p>Article 21: When the public interest so warrants, the Government may, upon report of the Minister of Trade and Minister whose sector affected by the concentration falls, allow motion or at the request of the parties, the implementation of a concentration rejected by the Competition Council.</p>
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 9: The provisions of this Law shall not apply to public utilities managed by the State. The Authority may, upon the request of the concerted parties, exempt some or all the laws provided for in Articles 6, 7 and 8 regarding public utilities that are managed by companies subject to Private Law where this is in the public interest or for attaining benefits to the consumers that exceed the effects of restricting the freedom of competition. This shall be done in accordance with the regulations and procedures set out by the Executive Regulation of this Law.
Jordan	Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 7: (A) Practices arising out of the application of a Law and practices falling within the ambit of temporary measures instituted by the Council of Ministers to deal with exceptional circumstances, emergency situations or natural disasters shall not be considered anti-competitive in the sense intended in

		Articles 5 and 6 of this Law, provided that such measures be reviewed within a period not exceeding six months after the beginning of the application thereof. B) Practices and arrangements exempt by the Minister from the application of Articles 5 and 6 of this Law by a reasoned decision on the basis of a recommendation of the Director shall not be considered anti-competitive if they lead to positive results, with a common benefit that cannot be achieved without this exemption, including the improvement of the competitiveness of enterprises, or production or distribution systems, or providing certain benefits to the consumer. C) (...)
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	<p>Article 9: Articles 6 and 7 above shall not be subject to the provisions of the following practices: 1) Resulting from the application of a statute or a statutory instrument made hereunder; and 2) Whose authors can prove that they have the effect of contributing to economic and/or technical progress, including creating or maintaining jobs, and allowing consumers a fair share of the resulting benefit without giving the companies concerned the possibility of eliminating competition in a substantial part of the goods, products and services in question. These practices must not impose restrictions on competition in so far as they are necessary to achieve this progress. Certain categories of agreements and certain agreements, particularly when they are intended to improve the management of small and medium enterprises or marketing by farmers for their products, may be recognized as satisfying the conditions laid down in the first paragraph above by the administration after approval of the Competition Council.</p> <p>They are also not subject to the provisions of Articles 6 and 7 regarding the agreements of minor importance which do not appreciably restrict competition, in particular agreements between SMEs. The criteria describing what is not an appreciable restriction of competition shall be fixed by regulation.</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices

Extraterritorial Application of the Law = Application extra-territoriale de la loi

Apart from the explanations given under the Effects Doctrine (See *Effects Doctrine*, above), the laws of Egypt, Morocco and Tunisia stipulate that all acts taking place abroad, but having adverse effects within the domestic market, are subject to the Law. In Algeria and Tunisia, moreover, the law mentions the possibility for cooperation among competition authorities, on the condition of reciprocity. This could imply, under certain circumstances, exchanges of information and *Positive Comity* actions by foreign competition authorities upon request by the national authorities.

Algeria	Order No.03-03 of 19 July 2003 Relating to Competition	No direct mention found
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 5: The provisions of this Law shall apply to acts committed abroad should these acts result into the prevention, restriction or harm of the freedom of competition in Egypt (...).
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	No direct mention found
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Title I – Scope - Article 1: This Law applies to: 1) any natural or legal persons whether they have their headquarters or facilities in Morocco, as long as their operations or behaviours may have an object or an effect on competition on the Moroccan market or a substantial part of it. 2) (...)
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Article 1: This Law is to (...). It enacts to this effect the obligations to be borne by producers, merchants, service providers and intermediaries, seeking to (...) prevent uncompetitive practices including practices and agreements created abroad and having detrimental effects on the domestic market.

Free-Riding = Parasitisme

Free-riding refers to the case of individuals or firms taking advantage of existing facilities without paying for them. A typical example would be an individual taking advantage of the service provided by a distributor to examine and make the best choice of a product, to then go and buy it at a discount store, where the same product is available at a discount, because no such service is provided. The discounter is therefore a "free-rider", since he benefits from the purchase, while the expenses of having a sales service was afforded by a competitor who has to reflect this expense in his retail price.

Full-Line-Forcing = Vente forcée d'une gamme entière de produits (See Tied-Sales)

Hard-Core Cartel = Cartel dur, Entente injustifiable

It is widely accepted that hard-core cartels are always anticompetitive and that they could be reasonably presumed to be illegal without further inquiry. For this reason, a large number of competition law regimes prohibit them outright, as per se violations of the law or anti-competitive by object.

Four types of agreements generally fall within the definition of hard-core cartels: *price-fixing, output restraints, market allocation and bid-rigging.*

Hard-Core Violation = Infraction grave, unjustifiable

Sometimes called "Per-se Violations", hard-core violations or offences are anti-competitive practices are considered totally unjustifiable and are condemned outright. Many countries apply criminal sanctions against such practices, including price-fixing and market allocation cartels, output restraints, bid-rigging or collusive tendering, and in some legislations resale-price-maintenance.

Under EU Competition Law, actions that seek to artificially divide the Single Market, in other words, actions meant to stop goods flowing from one Member State to another, may be considered hard-core violations under certain circumstances.

HHI (see Market Concentration)

Hoarding = Réretention

Hoarding is a practice of pure speculation, of retaining goods from sale during periods of scarcity in order to contribute to, and gain from, rising prices. Some competition laws explicitly mention hoarding and prohibit such practices. In the case of MENA Project Competition Laws, mention of prohibited hoarding was only found in the Moroccan Competition Law. To a certain extent, the Egyptian law does mention "refusing to (...) provide a product that is circumstantially scarce" as a form of abuse of dominant power. In Algeria, the Law fixing the rules of Commercial Practices, Law No 04-02 of 23 June 2004 contains a provision prohibiting hoarding (Art. 25).

Algeria	Law No. 04-02 of 23 June 2004 Laying Down the Rules on Trade Practices	Article 25: It is forbidden for traders to hold (...) - stocks of products in order to cause unjustified increases in price;
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 6: Agreements or contracts among competing persons in any relevant market are prohibited if they cause (...) (d) Restricting processes of manufacturing, production, distribution, or marketing of goods or services. This includes restricting product type or volume or limiting the availability thereof. Article 8: A Person holding a dominant position in a relevant market is prohibited from carrying out (...) (f) Refusing to produce or provide a product that is circumstantially scarce when its production or provision is economically possible.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No. (18) of 2011	Not Found
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Title VI: Restrictive Practices Competition Chapter II: Illegal Storage - Article 62: Shall be regarded as illegal and storage as prohibited: 1) Holding by traders, industrialists, artisans or farmers' of stocks of goods or products that are concealed by them for speculative purposes in any premises whatsoever; (...).
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the	Article 41: Irrespective of the provisions of Title II of this Law, if assimilated to the practice of illicit price within the

	Reorganization of the Competition and Prices	<p>meaning of this Title, the fact for any merchant, industrial, artisan or service provider:</p> <p>1) (...);</p> <p>2) to conceal in a depot of any kind, of goods that are not provisioned in the store;</p> <p>3) (...).</p>
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Horizontal Agreement = Accord horizontal

Horizontal agreements, as opposed to « vertical agreements », are those which bind competitors at the same level of the production-distribution chain. For example, a cartel which exists between: two or more manufacturers, their suppliers, wholesalers or retailers.

Among horizontal agreements, a distinction between so called hard-core cartels and other types of anticompetitive agreements can be useful for setting enforcement priorities and standards of analysis.

It is widely accepted that hard-core cartels are always anticompetitive and that they could be reasonably presumed to be illegal without further inquiry. For this reason, a large number of competition law regimes prohibit them outright, as per se violations of the law or anti-competitive by object.

As opposed to hard-core cartels, other types of agreements between competitors may produce some benefits. For example, joint marketing that enables products to reach customers more quickly and efficiently can produce some efficiency gains. However, these types of agreements may also harm competition by reducing the ability or incentive of participating firms to compete independently or by entailing or facilitating anticompetitive agreements between them.

Horizontal cooperation may allow enterprises to share their risks, realize cost-sharing and savings, share know-how and expertise and accelerate their capacity of innovation. For SMEs, in particular, cooperation is an important means of adapting to market signals more rapidly. Horizontal cooperation agreements may therefore have positive aspects which are not necessarily contrary to competition rules.

Hence, the overall effect of horizontal agreements on competition varies case by case, depending on the nature of agreements and the market circumstances. Therefore these types of potentially anticompetitive agreements require more careful treatment, commonly subject to the *rule of reason test* under which competition authorities must demonstrate the harmful effect of alleged cartel conduct.

Given the recent trend of criminalization of hard-core cartels, the distinction between the two types of horizontal agreements becomes even more important. In some jurisdictions, hard-core cartels are considered to be a criminal offence and punishable by imprisonment, while other types of collaborations between competitors are subject to civil or administrative sanctions.

Horizontal agreements other than hard-core cartels are often qualified as anticompetitive by effect or subject to the rule of reason. These types of agreements typically include: *joint marketing, joint purchasing, R&D joint venture, and sometimes information sharing agreements.*

Information sharing agreements = Accords de partage d'informations

Agreements may involve a considerable degree of information exchange between competitors. While the sharing of information can be necessary to achieve pro-competitive collaboration, it can sometimes increase the possibility of collusion. In particular, exchanging pricing information, costs, transaction terms, marketing strategies or other significant competitive variables may raise competition concerns and is therefore considered as per-se anti-competitive in some jurisdictions. In some jurisdictions, even "recommended prices" are considered anti-competitive.

Joint marketing = groupements de commercialisation

Joint marketing may involve agreements to jointly sell, distribute, or promote goods or services. Such agreements can be pro-competitive when a combination of complementary assets can generate cost savings and other efficiencies. However, marketing collaboration can involve agreements on price, output, or other competitively significant variables, resulting in competitive harm. Whether there will be a net public benefit from the arrangement will be a matter for the competition authority to decide in the light of the particular circumstances in each case.

Joint purchasing = Centrales d'achat

A joint purchasing agreement is an agreement between firms to jointly purchase necessary inputs. Often joint purchasing agreements are considered pro-competitive, since joint purchasing can allow participants to achieve greater discounts from suppliers reflecting, for example, lower supply costs or to save delivery and distribution costs.

However, such agreements can lessen competition where they facilitate collusion through standardizing participants' costs. In Germany, the Law against Restraints on Competition has been amended to allow a special exemption for joint purchasing arrangements by small businesses or trade associations, provided individual firms are able to purchase independently, should they wish to do so. The Federal Cartel Office would only intervene in rare cases where such an arrangement had a substantial adverse effect on competition.

Joint Ventures = Co-entreprises, Entreprises communes, Consortiums

Joint Ventures are often mentioned in competition laws, either with respect to concentrations, where creation of a joint venture may be considered as a merger, or under the bidding process, where two or more competitors may wish to bid jointly. In such a case they might create a temporary joint venture, also called a "consortium" in order to submit a joint bid or tender.

In the MENA Project countries which provide for Competition Law, mention of a joint venture under the chapter of concentrations is found in Algeria, while the creation of a joint bidding venture is mentioned in Jordan's competition Law. Other MENA Project laws do not seem to mention joint ventures.

Algeria	Order No.03-03 of 19 July 2003 on Competition	Chapter III - Economic concentrations - Article15: Under this Order, a concentration is achieved when: (...) 3. The creation of a joint venture performs, in a sustainable way, all the functions of an autonomous economic entity.
Egypt		Not Found
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No. (18) of 2011	Article 5: Anti-competitive Practices A) (...) 5) (...) but it shall not be considered collusive to submit joint offers in which the parties announce such joint offer "ab initio," and without the goal of such joint bidding to prevent competition in any way.
Lebanon	No Competition Law	
Morocco		Not Found
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Not Found

Leniency Programme = Programme de clémence

Hard-core cartels constitute very serious violations of competition rules. They are often very difficult to detect and investigate without the cooperation of an insider. Historically insiders turned whistleblowers were dissatisfied employees who took revenge against their former employer by disclosing their participation in a cartel. Given the serious harmful effects of cartels, many jurisdictions now offer the possibility to members of a cartel to benefit from a total or partial reduction of fines in exchange for cooperating with the competition authority in disclosing and eliminating a cartel agreement.

While leniency programmes have existed for a certain time in the US, then in the EU, this form of facility to disclose cartels has become quite common in most competition laws. For an in-depth and detailed description of an advanced leniency programme, it might be useful to refer to the *European Competition Network (ECN) Model Leniency Programme (as revised in November 2012)*.

As can be seen below, MENA Programme countries having competition laws all have some sort of leniency. While the Algerian law provides for the possibility to reduce or even eliminate the fine for enterprises who cooperate willingly with the investigation and undertake not to infringe the law through out-of-court settlement, the other MENA Project countries have specific leniency programmes for those who help the competition authorities to disclose and provide evidence in cartel cases, in addition to provisions related to settlement.

In Egypt, violators who take the initiative to inform the Authority of the offence and submit the supportive evidence may be fully exempted from the sanction as from the 2014 Amendments to Law No.3 of 2005.

In Jordan, the Court may mitigate the punishment of a violator of the provisions of Articles 5, 6, 8, 9, and 10 of Competition Law No.33 of 2004 if such violator provides to the Directorate information leading to the uncovering of such practices.

In Morocco, Article 41 of Law 104-12 provides for total or partial exemption from fines for a violator of Article 6 (collusion), if he contributed to disclosure of a violation the Competition Council was unaware of.

In Tunisia, Law 36 of 15 September 2015 provides for a detailed leniency programme, which allows the whistleblower to be totally exempted from the sanctions if he permits the disclosure and brings evidence against a cartel which the Competition Council was unaware of, or if he brings evidence on an infringement the Competition Council was aware of, but was unable to prove. A partial exemption of the sanction may be granted if the applicant for leniency brings significant value-added to the evidence in the hands of the Competition Council, if the firm undertakes significant efforts to bring back competition into the market, and does not oppose in any way the infringements it is accused of.

In order to determine the degree of reduction of the fine, the Competition Council takes into account the rank (first, second, etc...to denounce) and the date of submission of the information, as well as the degree of importance (significant value-added) of the evidence put forward. A Governmental Decree adopted after a proposal by the Minister of Commerce arranges the procedure for demanding a partial or total reduction of the fine.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 60: The Competition Council may decide to reduce the amount of the fine or not pronounce fines against companies that, during the investigation of the case concerning them, recognize the offenses alleged against them collaborate to accelerate it and commit to no longer commit offenses related to the implementation of the provisions of this Ordinance.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008 +	Article 26: As amended by Law 190/2008. In case of committing any of the crimes mentioned in Articles 6 and 7 of this Law, the court may exempt up to the half of the sanction decided thereby* (see below), violators who take the initiative to inform the Authority of the offence and submit the supporting evidence, and for those whom the Court considers to have contributed to disclosing and establishing the elements of the offense at any stage of inquiry, search, inferences gathering, interrogation and

	2014 Amendments	trial processes. *2014 Amendments offer full and mandatory leniency for the first applicant who comes forward to ECA.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No. (18) of 2011	Article 25: (...) B The Court may mitigate the punishment of a violator of the provisions of Articles 5,6,8,9, and 10 of this Law if such violator provides to the Directorate information leading to the uncovering of such practices.
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Article 41: A total or partial immunity from fines can be granted to a company or organization which, with others, implemented a practice prohibited by the provisions of Article 6 of this Law, if it has helped establish the reality of the prohibited practice and to identify the perpetrators, by providing the information which the Competition Council or the administration did not previously have. (...)
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Article 26: The Competition Council may, after hearing the Government Commissioner, as provided by this article, grant full exemption from punishment or reduction to any accomplice party to an agreement or to an anti-competitive agreement.</p> <p>The total exemption is granted to the first person to provide:</p> <ol style="list-style-type: none"> 1) Information which the administration or the Competition Council did not previously have and that this information can lead to an investigation of violations of competition in a given market; or 2) Decisive evidence that allows the administration or the Competition Council to establish the existence of an anticompetitive practice known to them previously without being able to prove. <p>The partial exemption of the penalty is granted to any person who:</p> <ol style="list-style-type: none"> 1) Provides evidence that brings significant added value to the evidence that the administration or the board already had; or 2) Does not dispute, in an unequivocal manner, the existence and content of the practices alleged against them; or 3) Who takes the initiative to implement measures that lead to restore competition in the market. <p>To determine the level of reduction of sanctions the Competition Council will take into account the rank and the date the application was submitted and the extent to which the elements bring significant added value.</p> <p>The procedures for submitting applications for full exemption from punishment or reduction are determined by Governmental decree proposed by the Minister in charge of Trade.</p>

Loyalty Rebate = Rabais de fidélité

Basically a Loyalty Rebate is an arrangement between a supplier or a wholesaler with a retailer, whereby after a given period (end of year) the retailer gets a refund based on the volume of sales of the goods supplied. In addition, if the retailer can show that he has not sold any competing products, he receives an extra rebate. This is a common practise, for example in pharmacies, where the rebate increases the profit

margin of the pharmacist. If the supplier is in a dominant position with a particular medicinal segment, it can be found to be an abuse of dominant power aimed at excluding weaker competitors from the market.

Such exclusionary practices include, for example, rebates where percentages increase year after year as sales volume grow, but which is reduced abruptly if the volume stagnates or declines. Another example consists of offering a rebate up to a certain threshold of the sales of a specific product of a supplier. The rebate is then applied to all sales of products received from that supplier once the threshold on the specific product has been reached or surpassed. All such cases of loyalty rebates may be a matter for concern by competition authorities, especially when it relates to possible abuse of dominance.

Market Allocation, syn. Market Partitioning = Partage des marchés

In a typical hard-core cartel arrangement, markets can be allocated geographically among competitors, they can be partitioned accordingly to types of customers, or members of the cartel can take turns in the bidding process.

Geographical market-sharing agreements may be more effective than price-fixing from a cartel’s point of view, because the expense and difficulties of fixing common prices are avoided. Policing the agreement amongst the members is relatively simple because the mere presence of a competitor’s goods in one’s reserved territory reveals cheating.

Customer and geographic market-allocation arrangements can occur both in domestic and international trade. In the latter case, they frequently involve international market divisions on a geographical basis, reflecting previously established supplier-buyer relationships. Firms engaged in such schemes often agree not to compete in each other’s home market.

Market allocation and customer allocation agreements undermine competition by limiting the scope of the more efficient producers within the group to sell beyond their geographical boundaries or to take on customers whom they have not previously supplied. This type of restriction is therefore likely to make it more difficult for firms to lower their unit costs of production through the exploitation of economies of scale.

All MENA Project countries prohibit this type of market-allocation cartel, among other hard-core violations, like price-fixing and output restraints.

Algeria	Order No.03-03 of 19 July 2003 on Competition	Article 6: When the purpose has the effect of preventing, restricting or distorting free competition in a market or in a substantial part of it, practices and concerted actions , conventions and express or tacit agreements or may have those particular effects shall be prohibited especially when they tend to: (...share markets or sources of supply;
Egypt	Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008 + 2014 Amendments	Article 6: Agreements or contracts among competing persons in any relevant market are prohibited if they cause (...) b) Dividing product markets or allocating them on ground of geographical areas, distribution centres, type of customers, goods, market shares, or seasons or periods of time;
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 5: Anti-competitive Practices A) Practices, alliances and agreements, explicit or implicit, that prejudice, contravene, limit or prevent competition, shall be prohibited, especially those whose subject or aim is to: (...)

		2) Fix quantities of production or service provision; 3) Share the market on the basis of geographical regions or quantities of sales or purchases or customers or any other basis that negatively affects competition (...)
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Title III - Anticompetitive Practices -Article 6: When the purpose is or may be to have the effect of preventing, restricting or distorting competition in the market, concerted actions, agreements, or explicit or implied coalitions in any form and for any reason whatsoever, shall be prohibited especially when they tend to: 1) Limit access to the market or the free exercise of competition by other companies; (...); and 4) Share markets, supply sources or public procurement.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Article 5: Concerted or tacit actions, cartels and express agreements having an object or an anti-competitive effect shall be prohibited when they aim to: 1) (...); 2) Restrict access to the market to other companies or access the free exercise of competition; 3) Limit or control production, markets, prospects or technical progress; and 4) Share markets or sources of supply.

Market Concentration = Concentration du marché

Market concentration occurs when two or more firms merge or create a joint venture. In markets where competitors are few, concentration may lead to the creation of dominant firms, and this may lead to a duopoly and ultimately to a monopoly. Competition authorities usually control mergers and acquisitions reaching a certain threshold in terms of market share or turnover volume and require pre-merger notification.

One simple way of evaluating the degree of concentration of a market is provided by the Herfindahl-Hirschman Index (HHI). The HHI is obtained by summing the square of the market shares (MS) of each market participant.

For example, in a market where three firms compete, with market shares of 60%, 20% and 20%, the HHI would be $(60 \times 60) + (20 \times 20) + (20 \times 20) = 3600 + 400 + 400 = 4400$.

The maximum (a single firm having a monopoly) would be $100 \times 100 = 10000$. Hence, the higher the HHI number towards 10'000, the more concentrated the market. A market with 10 participants having only 10% each of the market, would have a HHI of 1000. If two of these firms merged, the HHI would become $400+800= 1200$. If two more merge as a result, the HHI goes up to $400+400+600= 1400$. If the two large firms merge, HHI becomes $1600+600=2200$.

As a general yardstick, if HHI is less than or equal to 1000, the market is considered not concentrated. Between 1000 and 1800, it is seen as average, and if more than 1800, it will raise eyebrows with competition authorities.

The term “Concentration”, or “Economic Concentration” is often used in competition laws to refer to Merger Control. For details concerning MENA Project countries in this Glossary, please see “Merger Control”, below.

Market Power = Pouvoir de marché

Market power is dependent upon market structure (if the market is concentrated or not), on the degree of openness of the market to new or potential competitors (if there are barriers to entry or to expansion), it also depends on other criteria, including sunk-costs needed to enter the market, vertical integration and degree of control over infrastructures by the existing firms.

These considerations are found in determining a *Dominant Position* of Market Power and in determining what the *Relevant Market* is in each case. For a detailed analysis of these and a review of MENA Project country competition laws on this subject, please refer to “Dominant Position” and “Relevant Market” in this Glossary.

Market Share Threshold = Seuil de part de marché

Market share thresholds are often used in competition laws, in particular for determining the existence or possible existence of a dominant position of market power, and for setting a limit over which merger control takes place. In merger control, also called control of concentrations, a threshold is often used to mark the limit above which pre-merger notification will be mandatory. A note of caution may be necessary here to highlight the difficulty of competition authorities, especially in developing countries, to precisely determine market shares of enterprises. First item to consider is the complexity of determining what is the *Relevant Market* for a case where a firm is present in many different product markets. The fact remains that firms will often exaggerate their market share when they advertise to shareholders, for example in their annual report, and on the contrary, minimize their market share when they wish to escape a notification obligation or being considered as dominant. For this reason, some countries also introduce a turnover or annual sales threshold, as is the cases below, in Egypt and Tunisia.

In the MENA Project countries examined below, reference to market shares found in Algeria, a market share of 40% of combined annual sales, for an obligation to notify a concentration. In Egypt, market shares exceeding 25% create the presumption of dominance in a relevant market, while an annual turnover of 100 million Egyptian Pounds creates an obligation to notify a merger. In Jordan, a “de-minimis” clause exists for agreements with weak effects (not exceeding 10% market share). In Morocco, notification of concentrations is required once two enterprises have a combined market share exceeding 25% and total sales exceeding a volume prescribed by regulation. Finally, in Tunisia, the threshold for notification of a concentration is a combined market share of 30% of the market or a global turnover threshold determined by Decree.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 17: Concentrations that are likely to harm competition by reinforcing the dominance of a company in a market and must be submitted by their authors to the Competition Council, which makes a decision within three months. Article 18: The provisions of Article 17 above apply whenever the concentration is to achieve a threshold of over 40% of sales or purchases in a market.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190 /2008 and 193/2008	Article 4: Dominance in a relevant market is the ability of a Person holding a market share exceeding 25% of the aforementioned market, to have an effective impact on prices or on the volume of supply on it, without competitors having the ability to limit it. Article 19: Persons whose annual turnover of the last

		balance sheet exceeded one hundred million pounds shall notify the Authority upon their acquisition of assets, proprietary or usufructuary rights, shares, establishment of unions, mergers, amalgamations, appropriations, or joint management of two or more persons according to the rules and procedures set forth in the Executive Regulations of the current Law.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 5: Anti-competitive Practices (...) B) The provisions of paragraph A) above shall not apply to agreements with weak effect wherein the total share of the Enterprises party thereto shall not exceed a rate to be set by instructions issued by the Minister, and which shall not exceed 10% of total transactions in the market, and provided that such agreements do not include procedures that fix price levels and market sharing.
Lebanon	No Competition Law	
Morocco	Law No.104-12 on Freedom of Prices and Competition + Decree No. 2-14-652 of December 1, 2014 made for the implementation of Law No. 104-12 on Price Freedom and Competition	<p>Title IV - Operations of economic concentration - Article 12: A concentration must be notified to the Competition Council by businesses and stakeholders before its completion. This applies when the following three conditions are met: 1) Total worldwide turnover, excluding taxes, of all companies of the group or natural or legal persons involved in the concentration, is greater than the amount set by regulation. 2) The total turnover, excluding taxes, achieved in Morocco by at least two companies of the group, or natural or legal persons concerned, exceeds the amount fixed by regulation; and 3) Companies that are parties to the act, or are subject to or who are economically linked to it have accomplished together during the previous calendar year, over 40% of sales, purchases or other transactions on the market national goods, products or services of the same or substitutable, or a substantial part of it.</p> <p>Annex of the notification file of a concentration operation (...) Affected markets: A relevant market is considered affected - if two or more companies or groups referred to in points 2 of this form are active on this market and that their accumulated shares reach 25% or more; - Or if at least one company under point 2 operates in that market and that another of those companies or group operates on a market upstream or downstream or connected whether or not relationships to client or to the supplier of these companies, since, on one or another of those markets, all companies or groups referred to in paragraph 2 reach 25% or more. A market may also be affected due to the elimination of a potential competitor due to the operation.</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and	<p>Article 7: (...).</p> <p>For the purposes of this law, which is considered economic concentration, it is any act, whatever the form, which</p>

	<p>Prices</p>	<p>transfers property or enjoyment of all or part of property, rights or obligations of a company that has the effect, allows a company or group of companies to exercise directly or indirectly, to one or more other companies as a decisive influence.</p> <p>Any project or operation of economic concentration which may create or strengthen a dominant position in the domestic market or a substantial part of that market must be subject to the agreement of the Minister of Trade.</p> <p>The provisions of the preceding paragraph apply to all companies concerned by the concentration whether they are active or targeted and to companies which are economically linked to them, and this, under one of two conditions:</p> <ol style="list-style-type: none"> 1) The average share of the combined businesses exceeded during the last three years with 30% of sales, purchases or other transactions on the internal market for goods, substitutable products or services, or in a substantial part of that market; 2) The overall turnover achieved by these companies on the domestic market exceeds an amount determined by Government decree; and 3) The turnover of the concerned enterprises on the domestic market is represented by the difference between their global turnover minus taxes of each one of these firms and the recorded value of their direct or indirect exports. <p>(...).</p>

Merger Control = Contrôle des fusions

Merger control, also called control of economic concentrations or simply, control of concentrations, is one of the three main chapters of most competition laws. This is because through mergers and acquisitions, firms can obtain a dominant position of market power, and ultimately even obtain a monopolistic position, opening the way to all sorts of abuse of a dominant position.

It is important to note therefore, that while the other main types of competition infringements, namely, cartel agreements and abuses of a dominant position, are checked by the competition authorities ex-post, i.e. after the practice takes place, merger control is an ex-ante action, in the sense that the control takes place before the actual concentration has taken effect. This is why the request for authorization is a “pre-merger notification”, and in most cases, while the authority is studying the potential anti-competitive effects of a concentration, the merger operation cannot take place.

While a limited number of laws do not provide for the possibility to prohibit a merger, others still request that mergers above a given threshold be notified, or that before taking action, the parties to an operation of concentration request the authorization of the authorities. At present, the large majority of competition laws provide for control of mergers or “concentrations”.

This is also the case in the MENA Project countries which have competition laws. All have a chapter, or a provision concerning mergers or concentrations. Only in the case of Egypt, however, there is an obligation to notify mergers exceeding a certain threshold, but there seems to be no provision at present, allowing the Egyptian Competition Authority (ECA) to prohibit a merger. The other countries all have the possibility to authorise, prohibit or authorise under specific conditions.

In Algeria, all concentrations which would exceed a global market share of 40% need to be submitted in advance to the Competition Council, which has 3 months to decide. The Council may, after presenting the case to the Minister of Commerce, decide to authorise the merger, to authorise it under certain conditions, or to prohibit it. However, a request for concentration which has been rejected by the Council can still be authorised by the Government, if the Minister in charge of Commerce and the Minister in charge of the Sector concerned consider that it is in the public interest to proceed with the concentration. In addition, Amendment to Law 08-12 of 25 June 2008 provides for authorization of concentrations resulting from application of laws and regulations, as well as those which have the effect of improving the merging firms' competitiveness, in helping to improve employment or to strengthen the competitive position of SMEs.

In Egypt, Competition Law obliges parties to a planned merger or consolidation whose annual turnover of the last balance sheet exceeded one hundred million pounds, to notify the Egyptian Competition Authority (ECA). However, so far, ECA does not have the power to prohibit or to impose conditions on concentrations.

In Jordan, all mergers and acquisitions the total market share of which would exceed 40% of the relevant market, have to be submitted to the Minister of Commerce for approval. The Minister, upon advice from the Competition Directorate, may approve the concentration operation. He may request certain conditions to be met, or he may reject the merger. All decisions have to be justified and published in the press.

In Morocco, all concentration operations exceeding one of the three following thresholds must be notified to the Competition Council. The thresholds are:

- 1) The worldwide turnover or sales before taxes of all firms involved in the proposed concentration operation, with a threshold which is fixed by regulation; and
- 2) The total turnover or sales before tax in Morocco of at least two of the merging firms, also stipulated by regulation.

The firms concerned by the operation together have a market share of more than 40% of the domestic market during the preceding year of the concentration. The Competition Council has 60 days from the date of receipt of complete notification, if it considers the request outside of the scope of the Law. It can also accept it, request certain engagements, or it can decide to undertake an in-depth examination of the case. In the latter case, the Council has 90 days to deliberate and decide. If it decides to reject the authorization, the administration may revise the case in view of considerations other than competition, in particular considerations of industrial policy, international competitiveness and employment.

In Tunisia, all projects of concentration have to be submitted to the Minister, who has a span of 6 months to decide to accept, reject or request the parties to make specific engagements. The decision must be motivated and made public after taking the advice of the Competition Council. The Courts in charge of safeguarding a firm from bankruptcy may request the advice of the Minister of Commerce when they envisage solving the problem through a process of economic concentration which may have anti-competitive consequences related to market dominance.

Algeria	Order N.03-03 of 19 July 2003 on Competition + Law No. 08-12 of 25 June 2008 Amended and Modified Order No.03-03 of July 19, 2003	Chapter III - Economic Concentrations - Article 15 (...) Article 16 (...) Article 17: Concentrations that are likely to harm competition by reinforcing the dominance of a company in a market, must be submitted by their authors to the Competition Council which makes a decision in a within 3 months. Article 18: The provisions of Article 17 above apply whenever the concentration is to achieve a threshold of over 40% of sales or purchases in a market. Article 19*: The Competition Council may, after consulting with the Minister for Competition, allow or reject the concentration by reasoned decision. The authorization (...) may contain prescription to mitigate the effects of the concentration on competition. (...). Article 21: When the public interest so warrants, the Government
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		<p>may, upon report of the Minister of Trade and Minister whose sector is affected by the merger, allow motion or at the request of the parties concerned, the achievement of a concentration rejected by the competition Council.</p> <p>Art-21 bis * shall be authorized mergers which result from the application of a law or regulation. Moreover, are not subject to the threshold provided for in Article 18 above, concentrations of which authors can prove that they have the effect in particular to improve competitiveness, help develop employment or allow SMEs strengthen their competitive position on the market.</p>
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 19: Persons whose annual turnover of the last balance sheet exceeded 100 hundred million pounds shall notify the Authority upon their acquisition of assets, proprietary or usufructuary rights, shares, establishment of unions, mergers, amalgamations, appropriations, or joint management of two or more persons according to the rules and procedures set forth in the Executive Regulations of the current Law.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	<p>Article 9: Economic Concentration: (...) B- The accomplishment of economic concentration operations impacting the level of competition in the market by causing or enforcing a Dominant Position shall depend upon receiving the approval of the Minister in writing, if the total share of the Enterprise or enterprises concerned in the economic concentration operation exceeds 40% of the total transactions in the market.</p> <p>Article 10 A: Enterprises wishing to carry out economic concentration (...) shall submit a petition in this regard to the Directorate (...).</p> <p>Article 11 A: The Minister may, upon recommendation of the Director, issue a reasoned decision (...) as follows : 1) Approve (...) if it does not negatively impact competition, or has positive economic benefits that outweigh any negative impact on competition (...); 2) Approve the economic concentration (...) provided that the Enterprises concerned undertake to meet conditions specified by the Minister (...); and 3) Deny the (...) operation and order the cancellation thereof (...). B: In all cases (...) the decision or a summary thereof shall be published in at least two local daily newspapers.</p>
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Title IV - Operations of economic concentration -Article 12: A concentration must be notified to the Competition Council by businesses and stakeholders before its completion. This applies when the following three conditions are met: 1) The total worldwide turnover, excluding taxes, of all companies of the group or natural or legal persons involved in the concentration, is greater than the amount set by regulation; 2) The total turnover, excluding taxes, achieved in Morocco by at least two companies of the group or natural or legal persons concerned, exceeds the amount fixed by regulation; and 3) Companies that are parties to

		<p>the act, or are the subject or who are economically linked to it have accomplished together during the previous calendar year, over 40% of sales, purchases or other transactions on the market National goods, products or services of the same or substitutable, or a substantial part of it.</p> <p>Article 14: The effective implementation of a concentration operation can only take place after the approval of the Competition Council (...) In the event of duly justified special need. The parties (...) may request derogation to the Competition Council (...).</p> <p>Article 15: The Council ... shall decide on the merger within 60 days of receipt of the complete notification. The Competition Council may: 1) Either determine that the --- do not fall within the scope (...) of that Law; 2) Authorize the operation, possibly by making (...) the authorization to be subject to(...) the commitments made by the parties; and 3) Or if it considers that there a serious doubt harm to competition remain, initiate a thorough review (...).</p> <p>Article 16: (in this case ...) the Council (...) consider whether (the operation) is likely to (...) creation or strengthening of a dominant position or (...) places suppliers in a situation of economic dependence. It assesses whether the transaction sufficiently contributes to economic progress to offset the harm to competition (...).</p> <p>Article 17: 1) Where a concentration is subject to a thorough review, the Competition Council takes a decision within 90 days from its opening.</p> <p>Article 18: (...) Within 30 days from the date on which it received the Council Decision (...) the Directors may discuss the case and rule on the transaction in question for reasons of general interest other than the maintenance of competition (...). The grounds (...) are, in particular, industrial development, the competitiveness of enterprises in question in the light of international competition or the creation or maintenance of employment.</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Article 7: For the purposes of this law, economic concentration is considered when any act, whatever the form, which transfers property or enjoyment of all or part of property, rights or obligations of a company that has the effect, allows a company or group of companies to exercise directly or indirectly, to one or more other companies a decisive influence.</p> <p>Any project or operation of economic concentration which may create or strengthen a dominant position in the domestic market or a substantial part of that market must be subject to the agreement of the Minister of Trade.</p> <p>The provisions of the preceding paragraph apply to all companies concerned by the concentration whether they are active or targeted and to companies which are economically linked to them, and this, under one of two conditions:</p> <p>1) The average share of the combined businesses exceeds</p>

		<p>during the last three years 30% of sales, purchases or other transactions on the internal market for goods, substitutable products or services, or in a substantial part of that market; or</p> <p>2) The overall turnover achieved by these companies on the domestic market exceeds an amount determined by Government decree.</p> <p>The turnover in the domestic market by the companies means the difference between the total turnover excluding tax of each company and the book value of their direct exports or by proxy.</p> <p>Subject to compliance with the legislation on collective procedures, the court's ruling on matters relating to businesses in economic difficulties may consider the sale of these businesses to competitors, or may seek technical advice of the Minister responsible for trade in if the sale leads to a concentration likely to create or strengthen a dominant market position. The courts can consider this view as long as it does not lead to the failure of the sale transaction and rescue.</p>
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Monopoly/Monopsony = Monopole/Monopsone

A monopoly is a single supplier/Monopsony is a single buyer of a good or service in a relevant market. Being a monopoly/monopsony brings advantages to the firm enjoying such a position, because it does not have any competitors. This means it can fix the price and sales conditions (or purchase conditions) which allow it to reap maximum returns from the market in which it has a monopoly or monopsony. Obviously, if the monopoly sets the price too high, consumers, whose income is limited will start refraining from consuming the monopoly product or service, so after a certain point, the revenues of the monopolist will start to shrink. Therefore, even a monopolist has an optimal monopoly price, which he/she does not have an interest in surpassing. Obviously, this price is much higher than the price which would have been set if he had to react to the presence of competitors in the relevant market (the reverse is true for a monopsony).

Monopolies can be “de jure”, attributed by law, or “de facto”, because it is either impossible or it so happens there are no other competitors. In this connection, many monopolies can be described as “*natural monopoly*”. (See *Natural Monopoly* below).

Natural Monopoly = Monopole naturel

Historically, *public utilities*, such as water, gas and sewage, electricity and gas, public transport and railways, as well as telecommunications were usually shielded from competition because of their classification as *natural monopolies*. Today, technological breakthroughs in particular, as well as the drive towards more competition in markets, have considerably reduced the extent of so-called natural monopolies.

In telecommunications, for example, markets have been opened to other firms than the original monopoly, and the incumbent firm has had to compete with newcomers, in particular in cellular telephony.

Sectoral regulators have been established in some sectors, responsible for the good functioning of the sector, in particular in respect to competition. This gives rise to the question of the relationship of the sectoral regulators with the competition authority, when the latter has been established.

Negative Clearance = Attestation négative

The term is sometimes used to describe reassuring letters sent by competition authorities in response to a query as to whether an agreement or practice violates competition laws or regulations. Such comfort

letters have been replaced under the new European Union competition law procedures with so-called informal guidance letters.

In the MENA Project countries having competition laws, mention of Negative Clearance was only found in the Algerian legislation.

Algeria	Executive Decree N0.05-175 of 12 May 2005, Laying down the Procedures for Obtaining Negative Clearance on Agreements and Dominant Market Position	Article 2: The negative clearance (...) is a certificate issued by the Competition Council at the request of interested companies, by which the Competition Council at the request of interested companies, for which the Board finds that there is no need for them to act against practices set out in sections 6 and 7 of the Ordinance No.03-03 of 19 July 2003 (...).
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Not Found
Jordan		Not Found
Lebanon	No Competition Law	
Morocco		Not Found
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Not Found

Net Public Benefit, Public Interest, General Interest = Motifs d'intérêt général

Competition authorities may authorise firms to engage in certain conduct when they are subject to effective competition, and such practices produce a “net public benefit”. For example, an agreement among competitors might be accepted on balance, if it provides efficiency gains and allows customers to share a substantial part of the benefits of this breach to competition. The net public benefit needs to be aligned with the objectives or purposes of the competition laws, preferably interpreted as economic benefit or economic efficiency.

Close concepts are those of public interest or general interest, often used to refer to considerations “other than competition policy”, which include for example industrial policy, international competitiveness of domestic firms, or the promotion/preservation of employment. Such considerations are often taken into account in deciding about merger or concentration cases. The pro-competition decision of a competition authority might be over-ruled by the minister or the Government, over such considerations of “Net Public Benefit”.

Notification = Notification

Notification for Authorization is often required for mergers and concentrations, as well as for obtaining exemptions from competition law.

Systems of prior notification and administrative authorization may produce a significant backlog of notifications, unnecessarily consuming a great deal of antitrust authorities' resources and failing to deliver legal certainty to the parties concerned. This is why the notification system for potentially anti-competitive agreements was abolished under EU competition law.

However, pre-merger notification obligations exist in all MENA Project countries which have competition legislation. (The details may be found under *Merger Control* and *Concentrations of Market Power*, above).

Null and Void Practices = Pratiques nulles et non avenues

A null contract has no legal force or binding effect. Void means there is no legal effect. It is customary in competition law to indicate that prohibited agreements such as hard-core cartels are null and void, which means that parties to such a contract or agreement cannot be held liable by it since it is null.

This term is found in the Algerian, Egyptian, Moroccan and Tunisian Competition Laws, as seen below.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article13: Subject to the provisions of Articles 8 and 9 of this Ordinance, renders void any commitment, agreement or contractual clause relating to one of the practices prohibited by Articles 6,7,10,11 and 12 stated above.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendment to Laws 190/2008 and 193/2008	Article 20: Upon establishing a breach of any of the provisions of Articles 6, 7 and 8 of this Law, the Authority shall order the violator to readjust his position and to redress the violation forthwith or within a period of time to be specified by the Board; otherwise the agreement or contract in breach of Articles 6 and 7 of this Law will be considered void.
Jordan		Not Found
Lebanon	No Competition Law	
Morocco	Law No.104-12 on Freedom of Prices and Competition	Article 10: Any commitment, agreement or contractual clause referring to a practice prohibited under Articles 6 and 7 above is null and void. This nullity may be invoked by the parties involved and third parties; it cannot be opposed against third parties by the parties the parties involved; it may be recorded by the competent courts to which the opinion or decision of the Competition Council, if one rendered, it must be communicated.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of Competition and Prices	Article 5: (...) Any commitment, agreement or contractual clause relating to one of the practices is indisputably null under paragraphs 1 and 2 of this Article.

Out-of Court Settlement = Transaction

In many competition systems, there is the possibility for the parties to solve a pending lawsuit before implication of the Court. In some countries, an out of court settlement can also occur during judicial intervention, which is thereby cancelled. In general, an out of court settlement may be reached between the authorities and the defendant in exchange for a "transaction" or heavy fine, which settles the case, with no possibility of recourse.

In MENA Project countries, this is provided for in the Competition Laws of Egypt (Article 21 provides that the competent Minister may settle a case before a final judgement is rendered), Morocco (Article 93 concerning only goods and services which prices are regulated, provides that the authority can settle a case before being transmitted to a Court.) In Tunisia, Article 73 of the new Law excludes the possibility of settlement by the Minister for anti-competitive actions and concentrations under articles 5, 7, 8, 9, 10 and 69 of the Law. For the rest, the Minister can conclude a settlement before the final decision of a Court, in which the action annuls all sanctions and cannot be subject to recourse. However, the amount of the settlement cannot be less than 50% of the amount fixed by the administration, and the violator may still be responsible for any damages resulting from the violation.

Algeria		Not Found
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices	Article 21: (...) The Competent Minister or the person delegated by him/her may settle with regard to any violation, before a final judgement is rendered, in return for the payment of an amount not less than double the minimum fine and not exceeding double its maximum. The settlement shall be considered a waiver of the criminal lawsuit filing request and shall result in the lapse of the criminal lawsuit relevant to the same case subject of suing.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Not Found
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition + Law No. 20-13 of August 7, 2014 *	<p>Article 93: Breaches of the provisions of Title VII (goods, products and services whose price is regulated) of this Law and the texts adopted for its implementation may be either settlements or administrative penalties, or legal sanctions. This will be established by regulation by the authority to process settlements and to impose administrative sanctions.</p> <p>Article 94: Only the authority referred to in Article 93 above has the right to compromise. (...) The right compromise cannot be exercised as soon as the file is forwarded (...) to the competent first instance court.</p> <p>Article 95: The settlement passed off without reserve the action of the administration. (...) Article 96: The settlement must be in writing (...).</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Article 73: With the exception of breaches of the provisions of Articles 5, 7, 8, 9, 10 and 69 of this law and upon request of the offender, the Minister of Trade may, (not long before the proceeding to public action, or a court hearing the case), authorize the conclusion of a settlement, as long as final judgment has not yet been delivered.</p> <p>During the period of fulfilment of settlement procedures and the time taken for its execution, the limitation of public action will be suspended. The execution of the settlement results in the elimination of public action and the stay of proceedings or</p>

		<p>judgment or execution of the sentence.</p> <p>The amount of the settlement does not release the offender from the obligations under the law or their liability regarding any damage including any damage that will be caused to others because of the offense.</p> <p>The settlement cannot be less than 50% of the requests of the administration. It may not be lower than the minimum threshold of the penalty provided by this Law.</p> <p>The settlement is irrevocably binding and is not subject to any appeal for any reason whatsoever.</p>
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Output Restraints = Limitations de production

A typical hard-core cartel agreement, output restraints or restrictions, aim to affect prices by artificially limiting supply. Output or production restrictions can involve agreements on production volumes, volume of sales, or percentages of market growth. Such restrictions are often applied in sectors where there is surplus capacity and the parties to the collusion want to raise prices.

In order to enforce this scheme, a pooling arrangement is often created whereby firms selling in excess of their quota are required to make payments to the pool to compensate those selling below their quotas.

The effect of output-restricting agreements is similar to price fixing, if output is reduced, prices will rise. Therefore, more efficient or innovative firms cannot expand. Firms may not be able to fully exploit economies of scale. Competition is lessened and consumers pay higher prices.

As can be seen below, all the MENA Project countries having competition laws prohibit output restraints, among other hard core cartel arrangements.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 6 and Article 7(...) : - Limiting or controlling production, prospects or technical progress ;
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190 /2008 and 193/2008	Article 6 (d): Restricting processes of manufacturing, production, distribution, or marketing of goods or services. This includes restricting product type, volume or limiting the availability thereof.
Jordan	Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 5: Anti-competitive practices. A) Practices, alliances and agreements, explicit or implicit, that prejudice, limit or prevent competition, shall be prohibited, especially those whose subject or aim is to : (...) 2) Fix quantities of production or service provision. (...).
Lebanon	No Competition Law	
Morocco	Law No.104-12 on Freedom of Prices and Competition	Title III - Of Anticompetitive Practices - Article 6: When the purpose is or may have the effect of preventing, restricting or distorting competition in the market, concerted actions, agreements, or explicit or implied coalitions in any form and for any reason whatsoever, shall be prohibited especially when they tend to: (...); 3) Limit or control production, markets, prospects or technical progress; and 4) share markets, supply sources or public market; (...).
Palestine	No Competition Law	

Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Article 5: Tacit or concerted actions, cartels and express agreements having an anti-competitive objective or effect shall be prohibited when they aim to: 1) Hinder price fixing in the context of free play of supply and demand; 2) Restrict market access to other companies or the free exercise of competition; 3) Limit or control production markets, prospects or technical progress; 4) share markets or sources of supply
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Parallel Pricing = Alignement des prix

Coordinated action by competitors who, with or without agreement, increase prices in tandem, or at very short intervals.

Per-se Violation = Infraction unjustifiable (see Hard-Core violation)

Potential Competition = Concurrence potentielle

In a given market, potential competitors are firms which are not supplying the market at present, but which, if the conditions are favourable (or if the prices rise in the local market) might easily decide to enter the market and compete with the local suppliers or producers.

Predatory Practice, Exclusionary Practice = Pratique d'exclusion

Predatory practices are numerous, as they all aim at unduly harming competitors and pushing them out or excluding them from the market. It should be noted that gaining market power is the aim of every competitor. However, this only brings competition concerns when firms unduly indulge in such practices, either collusively, through an illegal cartel or individually, by abusing a dominant position. Such predatory practices include predatory pricing, refusing an essential facility to a competitor, etc.

In the MENA Project countries having competition laws, these cases are found both in provisions prohibiting collective anti-competitive practices (cartels) as well as practices of firms abusing a dominant position. In addition, Algeria, Morocco and Tunisia, also prohibit the *abuse of economic dependence*.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 6 (...concerted actions) and Article 7: (...abuse of dominant position...abuse of economic independence); Limiting market access or the exercise of commercial activities; Limiting or controlling markets production, prospects or technical progress;
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190 /2008 and 193/2008	Article 6: (...contracts between competing Persons) (...) d) Restricting processes of manufacturing, production, distribution, or marketing of goods and services. (...). Article 8: A person holding a dominant position in a relevant market is prohibited from carrying out any of the following : (...) b) Refraining to enter into sale or purchase transactions regarding a product with any person or totally ceasing to deal with them in a manner that results in restricting that person's freedom to access or exit the market at any time ; g) Dictating to persons dealing with them not to permit a competing person to have access to their utilities or services, despite this being economically

		viable;
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	<p>Article 5: Anti-competitive practices A) Practices, alliances and agreements, explicit or implicit, that prejudice, limit or prevent competition, shall be prohibited, especially those whose subject or aim is to: (...)</p> <p>4) Set barriers to entry of Enterprises into the market or eliminate them from it.</p> <p>Article 6: An Enterprise with a dominant position in the local market or a significant part thereof is prohibited from abusing this Dominant Position (by...)</p> <p>B) An activity or action which leads to setting barriers to entry of other Enterprises to the market, or their elimination from it, or their exposure to gross losses including selling at a loss;(...)</p> <p>E) Attempting to monopolize certain resources necessary for a competing Enterprise to carry out its activities or to purchase a particular product or service to an extent that leads to increasing the price thereof on the market or preventing its decrease; (...)</p>
Lebanon	No Competition Law	
Morocco	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Price	<p>Title III - Anticompetitive Practices - Article 6: When the purpose is or may be to have the effect of preventing, restricting or distorting competition in the market, concerted actions, agreements, or explicit or implied coalitions in any form and for any reason whatsoever, shall be prohibited especially when they tend to:</p> <p>1) Limiting access to the market or the free exercise of competition by other companies; 2) (...); 3) limit or control production, markets, prospects or technical progress; 4) (...).</p> <p>Article 7: The abuse by a company or group of companies is prohibited when the purpose or effect is in preventing, restricting or distorting competition; 1) A dominant position in the domestic market or a substantial part it; 2) A situation of economic dependence (...)</p> <p>The abuse may consist in a refusal to sell as well as the termination of established commercial relations, the sole reason that the partner refuses to submit to unjustified commercial conditions. (...).</p>
Palestine	No Competition Law	
Tunisia	Law No. 91-64 of 29 July 1991 on Competition and Prices as Amended up to Law 2005-60 of 18 July 2005	<p>Article 5: Concerted or tacit actions, cartels and express agreements having an object to or an anti-competitive effect shall be prohibited when they aim to:</p> <p>1) Hinder price fixing within the context of free play of supply and demand;</p> <p>2) Restrict access to the market to other companies or access the free exercise of competition;</p> <p>3) Limit or control production, markets, prospects or technical progress; and</p>

		4) Share markets or sources of supply. The abuse of a dominant position is also prohibited within the internal market or in a substantial part of it, or of a state of economic dependence (...).
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Predatory Pricing, Loss-selling = Prix d'éviction, Prix prédateur, Vente à perte

Predatory pricing takes place when a firm, individually or collectively, with competitors, sell at a loss or below cost for a time, with a view to eliminate competitors from the market, or to repel them from entering the market. Such predatory-pricing or selling at a loss practices can be found in various instances.

The first would be when members of a cartel are threatened by one or more outsiders whom they want to exclude from the market. With this objective, they may strongly reduce their prices, even below cost. The second is the practice of a dominant firm, which has much "deeper pockets" (monetary reserves) than its competitors, and is willing to sell at very low prices so as to harm and hopefully exclude its weaker competitors. A third, less important case, is that of any retailer trying to attract customers by making special offers at very low prices (until extinguishment of stocks...) and customers are soon faced with "no more stocks" and are invited to buy other, more expensive items.

Competition experts are well aware of the controversy existing between the Chicago School of Thought which believes that predatory pricing makes no sense in the long term, and therefore is not a major competition problem, and those who think otherwise. Generally, predatory pricing claims are more difficult to win under US antitrust law, than in the European Union, where the European Court of Justice recognized that prices below average variable cost must always be considered abusive, because according to the ECJ, in such a case, there is no conceivable economic purpose other than the elimination of a competitor (ECj in Tetra Pack II).

All MENA Project countries having competition law have a provision prohibiting selling at a loss or predatory pricing, as can be seen below. Only in Egypt is that prohibition limited to firms ("Persons") holding a dominant position.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 12: Quotation or practices of sales prices which are abusively low with regards to production, transformation and commercialization costs, to consumers as soon as these offers can dismiss a competitor or one of their product from a market or impede access to it shall be prohibited.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices	Article 8: A Person holding a dominant position in a relevant market is prohibited from carrying out any of the following: (...) h) selling products below their marginal cost or average variable cost.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 8: Practices detrimental to the fairness of commercial transactions. A) (...); B) 1) The resale of a product as is at a price below its actual purchase price plus the taxes and charges and transport costs applicable thereto, if any, is prohibited if the purpose of such a sale is to limit competition. (...)
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Article 8: Quotation or practices of sales prices which are abusively low with regards to production, transformation and commercialization costs, to consumers, as soon as

		these offers can dismiss a competitor or one of their products from a market or impede access to it (...) the provisions of this Article shall not apply in case of resale in the state shall be prohibited.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Article 5: (...) Also prohibits any quotation or practice of unfairly low prices that could threaten the balance of economic activity and fair competition on the market.

Price-Fixing = Entente sur les prix

Price fixing involves any agreement among competitors to raise, fix or otherwise maintain the price of a product or service. Price fixing can include agreements to establish a minimum price, to eliminate discounts, or to adopt a standard formula for calculating prices, etc. It also applies to situations where buyers collude in order to determine the maximum prices that they are prepared to pay for primary and intermediate products. Price fixing applies not only to prices, but also to other terms of sale that affect prices to consumers, such as shipping fees, warranties, discount programmes, or financing rates.

Bid-rigging or *collusive tendering* is the way that conspiring competitors may effectively raise prices where business contracts are awarded by means of soliciting competitive bids. Essentially, it relates to a situation where competitors agree in advance who will win the bid and at what price, undermining the very purpose of inviting tenders which is to procure goods or services with the most favourable prices and conditions.

Price-fixing is almost always prohibited and considered a hard-core cartel. However, as can be seen under *Exemptions*, above, there are many circumstances, in which prices can be regulated or fixed by the State, and exemptions can be found.

All MENA Project countries having competition laws prohibit price-fixing, as can be seen below.

Algeria	Order No.03-03 of 19 July 2003 Relating to Competition	Article 6 (...concerted action) and Article 7: (...the abuse of a dominant position) ... abuse of economic dependence : - Hindering price fixing by the forces of free market by favouring their artificial raise or decrease ;
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendment to Laws 190/2008 and 193/2008	Article 6: Agreements or contracts between competing Persons (...) a) Increasing, decreasing or fixing prices of sale or purchase of products subject of dealings
Jordan	Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 5: Anti-competitive Practices A) Practices, alliances and agreements, explicit or implicit, that prejudice, contravene, limit or prevent competition, shall be prohibited, especially those whose subject or aim is to: 1) Fix the prices of products, services or conditions of sale, and the like; (...)
Lebanon	No Competition Law	
Morocco	Law No.104-12 on Freedom of Prices and Competition	Title III - Anticompetitive Practices -Article 6: When the purpose is or may be to prevent,

		restrict or distort competition in the market, concerted actions, agreements, or explicit or implied coalitions in any form and for any reason whatsoever, shall be prohibited especially when they tend to: 1) (...); 2) Hinder the formation of prices by the forces of free market by artificially favouring price increases or reductions; 3) (...); 4) (...).
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Article 5: Concerted or tacit actions, cartels and express agreements having an object or an anti-competitive effect shall be prohibited when they aim to: 1) Hinder price fixing by the forces of free play of supply and demand; (...).

Price Regulation = Règlementation des prix

Price regulation or regulated prices by the State have been in existence in most countries, for goods and services considered sensitive or of prime necessity for low-income populations, or for enterprises the State wishes to protect or subsidize as part of its industrial policy. Subsidies and price controls exist in numerous sectors, in particular for agriculture.

With the advent of price liberalization and other structural reforms in the last 30 years or so, many countries have drastically reduced such forms of State control, leaving less and less exceptions. However, price regulations still exist in a number of sectors and developing countries, in particular, still fix prices of essential necessities, in order to ensure access for low-income populations and to defend consumers against sudden price outbursts. Sectors often subject to State price controls and limitations include essential foodstuffs (flour, rice, maize, sugar, etc.), cooking oil, energy (charcoal, oil and gas), etc.

The MENA Project countries having competition laws mention the instances of price regulation by the State in their competition laws. These may include goods and services considered by the State to be of "strategic" importance, natural or legal monopolies. Also, the State reserves the possibility to take temporary emergency action, in case of crisis and sudden price increases in certain sectors. Most MENA Project Competition Laws indicate that such action is taken after consulting the competition authorities.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 4: Prices of goods and services are freely determined by the competition. However, the State may restrict the general principle of free pricing in the circumstances set in Article 5: The goods and services considered strategic by the State may be subject to price regulation by decree, after consulting the Competition Council. Exceptional measures can also be taken to limit price increases or fix prices in case of excessive rise in prices caused by a serious disturbance of the market, a calamity, sustainable supply difficulties in a sector of activity or geographical area or by situations of natural monopolies. These exceptional measures are taken by decree for a maximum period of six (6) months after the notice of the Competition Council.
Egypt	Law No. 3 of 2005 on Protection of Competition and	Article 10: The Cabinet of Ministers may, after taking the opinion of the Authority, issue a decree determining the selling price of one or more essential products for a specific period of

	Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	time. Any agreement concluded by the Government for the purposes of the implementation of these prices shall not be considered an anti-competitive practice.
Jordan	Amendment to Law No. (18) of 2011	Article 4: Prices of Products and Services: (...) shall be set in accordance with the conditions of market rules and principles of free competition, with the exception of the following: a) the prices of basic materials specified in accordance with the Industry and Trade Law or any other Law; b) Prices set by a resolution of the Council of Ministers through temporary measures to deal with exceptional circumstances or an emergency or a natural disaster, provided that such measures be reviewed within a period not exceeding six months after the beginning of the application thereof.
Lebanon	No Competition Law	
Morocco	Law No.104-12 on Freedom of Prices and Competition	<p>Title II - Free Pricing - Article 2: Except in cases where the law provides otherwise, the prices of goods, products and services are determined by the forces of free competition subject to the provisions of the second paragraph below and Articles 3 and 4 hereinafter.</p> <p>The provisions of the first paragraph above do not apply to goods, products and services the list of which is fixed by regulation after consultation with the Competition Council. (... Terms determined by regulation).</p> <p>Article 3: In sectors or geographical areas where price competition is limited due either to monopoly situations of law or the support given by the administration to certain sectors or to products, production, marketing, sustainable supply difficulties, either laws or regulations, prices can be regulated by the Government after consultation with the Competition Council. (... Terms determined by regulation).</p> <p>Article 4: The provisions of Articles 2 and 3 above shall not prevent that temporary measures against increases or excessive price cuts, justified by exceptional circumstances, public disaster or market situation obviously abnormal in a sector determined, are taken by the administration, after consultation with the Competition Council. The period of application of these measures may not exceed 6 months only renewable once by the administration.</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Article 3: The regime of free prices referred to in Article 2 above excludes the following: essential goods, products and services or related sectors or areas where price competition is restricted due to a situation of monopoly or lasting difficulties of market supply or by operation of law or regulations.</p> <p>The list of these goods, products and services, and the terms and conditions for establishing their cost and selling prices are</p>

		set by Government decree.
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Public Procurement = Marchés publics

Public procurement is a very important market, whereby the State purchases goods and services on a regular basis, and awards important infrastructure and other projects and expenditures. It is widely understood that public procurement is best allocated through competitive bidding processes, as it needs to avoid falling prey to bid-rigging or collusive tendering.

All MENA Project countries having Competition Law deal with the issue of public procurement.

In Algeria, Ordinance 03-03 of 19 July 2003 originally did not specifically refer to public procurement, but an Amendment to Law 08-12 of 25 June 2008 has added a mention to that effect under Article 6 of the ordinance.

Public procurement is specifically mentioned in the Competition Laws of Egypt, Jordan and Morocco, and in Tunisia, the Competition Law (which does not specifically mention public procurement), is supplemented by Decree no. 2014-1039 of 13 March 2014 regulating public procurement. At the same time, public procurement in Tunisia is monitored by the Tunisian National Observatory of Public Procurement (Observatoire National des Marchés Publics - ONMP).

Countries which do not have competition law at present, deal with public procurement under other specific regulations.

Algeria	No.03-03 Order of 19 July 2003 on Competition + Law No. 08-12 of 25 June 2008 Amended and Modified Order No.03-03 of July 19, 2003	Article 6: When the purpose has the effects of preventing, restricting or distorting free competition in a market or in a substantial part of it, practices and concerted actions, conventions and express or tacit agreements or may have those particular effects shall be prohibited especially when they tend to: Limit market access or the exercise of commercial activities; (...) Share markets or sources of supply; Impede pricing by market forces favouring artificial increases or decreases; (...) * - Allow the award of a public market to the benefit of the author of these restrictive practices.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190 /2008 and 193/2008	Article 6: Agreements or contracts among competing persons in any relevant market are prohibited if they cause any of the following : (c) Coordinating with regard to proceeding or refraining from participating in tenders, auctions, negotiations and other calls for procurement;
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No. (18) of 2011	Article 5: Anti-competitive Practices A) Practices, alliances and agreements, explicit or implicit, that prejudice, contravene, limit or prevent competition, shall be prohibited, especially those whose subject or aim is: (...) 5) Collusion in tender or bids, whether in overbidding or underbidding, but it shall not be considered collusive to submit joint offers in which the parties announce such joint offer <i>ab initio</i> , and without the goal of such joint bidding being to

		prevent competition in any way.
Lebanon	No Competition Law	
Morocco	Law No.104-12 on Freedom of Prices and Competition + Law No. 20-13 of August 7, 2014*	Title III - Anticompetitive practices -Article 6: When the purpose is or may be to have the effect of preventing, restricting or distorting competition in the market, concerted actions, agreements, or explicit or implied coalitions in any form and for any reason whatsoever, shall be prohibited especially when they tend to: 1) Limiting access to the market or the free exercise of competition by other companies; 2) hinder the formation of prices by market forces by artificially favouring price increases or reductions; 3) Limit or control production, markets, prospects or technical progress; 4) Share markets, supply sources or public procurement.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices + Decree No. 2014-1039 of 13 March 2014 on Regulation of Public Contracts	<p>Article 5: Concerted or tacit actions, cartels and express agreements having an object or an anti-competitive effect shall be prohibited when they aim to:</p> <ol style="list-style-type: none"> 1) Hinder price fixing within the context of free play of supply and demand; 2) Restrict access to the market to other companies or access the free exercise of competition; 3) Limit or control production, markets, prospects or technical progress; and 4) Share markets or sources of supply. <p>+ (Decree No. 2014-1039 of 13 March 2014 on public contracts regulation)</p> <p>Chapter 2 Tender Procurement Article 7: The procurement is governed by the following principles:</p> <ol style="list-style-type: none"> 1) Equality of candidates before the public order and equivalence of chances. 2) Transparency of the procedures. and 3) Use of competition. <p>These principles are enshrined through compliance with the following rules:</p> <ol style="list-style-type: none"> 1) Non-discrimination between applicants, 2) Independence of the public purchaser in accordance with Article 11 of this Decree, 3) Monitoring of clear and detailed procedures for all market concluding steps and informing candidates of these procedures in time, and 4) Generalization of responses of communication and explanation of the observations and

		clarifications by the candidates within a minimum of 10 days before the expiry of the deadline for receipt of tenders. (...).
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Public Utilities = Services d'utilité publique

Historically, public utilities, such as water, gas and sewage, electricity and gas, public transport and railways, as well as telecommunications were usually shielded from competition because of their classification as *natural monopolies*. Today, technological breakthroughs, in particular, as well as the drive towards more competition in markets, have considerably reduced the extent of so-called natural monopolies.

In telecommunications, for example, markets have been opened to other firms than the original monopoly, and the incumbent firm has had to compete with newcomers, in particular in cellular telephony.

Sectoral regulators have been established in some sectors, responsible for the good functioning of the sector, in particular in respect to competition. This gives rise to the question of the relationship of the sectoral regulators with the competition authority when the latter has been established.

In the MENA Project countries having competition laws, public service is normally exempted from the application of the competition laws. In Egypt, the law specifies that public utilities managed by the State are exempted, while public utilities managed by private firms may obtain certain exemptions upon request where this is found to be in the public interest.

Algeria	Order No.03-03 of 19 July 2003 on Competition	Article 2: This Order applies to the activities of production, distribution and services including those that are of public persons to the extent where they do not intervene in the framework of the exercise of the prerogatives of public power or in the performance of public service missions.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 9: The provisions of this Law shall not apply to public utilities managed by the State. The Authority may, upon the request of the concerted parties, exempt some or all the laws provided for in Articles 6, 7 and 8 regarding public utilities that are managed by companies subject to the Private Law where this is in the public interest or for attaining benefits to the consumers that exceed the effects of restricting the freedom of competition. This shall be done in accordance with the regulations and procedures set out by the Executive Regulation of this Law.
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Not found.
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Title II - Free Pricing - Article 2: Except in cases where the law provides otherwise, the prices of goods, products and services are determined by the forces of free competition subject to the provisions of the second paragraph below and Articles 3 and 4 hereinafter. The provisions of the first paragraph above do not

		<p>apply to goods, products and services, the list of which is fixed by regulation after consultation with the Competition Council. (... terms determined by regulation).</p> <p>Article 3: In sectors or geographical areas where price competition is limited due either to monopoly situations of law or the support given by the administration to certain sectors or to products in production or marketing, (...)</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Not Found

Reciprocal Exclusivity = Exclusivité réciproque

Reciprocal exclusivity refers to a supplier conditioning his exclusive supply of goods to a retailer on the condition that the latter does not carry any goods of competitors. Such exclusivity conditions are contained in *Exclusive Dealing* contracts, included in franchising arrangements, and may also be found in so-called *Loyalty Rebates*, when the supplier is in a dominant position of market power. For more details about competition and exclusive dealing, please refer to these issues as described earlier, in this Glossary.

Refusal to Deal = Refus de vente

A *refusal to deal* is a practice which can seriously harm competition if it is part of a collective scheme or hard-core cartel, aimed at eliminating an outsider from entering a market. It is also considered as a serious infringement to competition law for a dominant firm to abuse its dominant position by unjustifiably refusing to deal with competitors. Often, a dominant firm might wish to impose *resale price maintenance*, *exclusive dealing*, *tyed selling*, and other vertical restraints on its distributors and retailers, under the threat of *refusal to deal*. If the supplier is in a dominant position, this may seriously harm competition, as well as the retailer. However, if the supplier is not in a dominant position, the retailer and consumers/customers can easily turn to other competing suppliers with minimal or no harm to competition.

Refusal to deal is a practice which is totally covered by the competition laws of MENA Project countries, both in terms of concerted practices aimed at collectively eliminating competitors, as well as with respect to an abuse of dominant position. In addition, Algeria, Morocco and Tunisia prohibit abuse of an economic dependence situation in particular by refusal to deal with the weak partner to a vertical agreement. Tunisian law also prohibits refusals to deal by retailers to consumers (Article 31).

Algeria	Order N.03-03 of 19 July 2003 on Competition	<p>Article 6: When the purpose has the effects of preventing, restricting or distorting free competition in a market or in a substantial part of it, practices and concerted actions, conventions and express or tacit agreements or may have those particular effects shall be prohibited especially when they tend to: Limit market access or the exercise of commercial activities share markets or sources of supply; Impede pricing by market forces favouring artificial increases or decreases; (...); Apply in respect of business partners dissimilar conditions to equivalent transactions thereby placing them at a competitive disadvantage in the competition; - Making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no</p>
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		<p>connection with the subject of such contracts.</p> <p>Article 7: The abuse of a dominant or monopolistic position in a market or market segment aimed at: Limiting or controlling markets production, prospects or technical progress shall be prohibited; (...)</p>
Egypt	<p>Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008</p>	<p>Article 6: Agreements or contracts between competing Persons (... d) Restricting (...) distribution, or marketing of goods or services,. This includes restricting product type or volume or limiting the availability thereof.</p> <p>Article 8: A Person holding a dominant position in a relevant market is prohibited from carrying out (... a) Undertaking an act that leads to the non-manufacturing, or non-production or the non-distribution of a product for a certain period of time; b) Refraining to enter into sale or purchase transactions regarding a product with any Person or totally ceasing to deal with him/her in a manner that results in restricting that Person's freedom to access or exit the market at any time; c) Undertaking an act that limits distribution of a specific product, on the basis of geographic areas, distribution centres, clients, seasons or periods of time among Persons with vertical relationships; (...) f) Refusing to produce or provide a product that is circumstantially scarce when its production or provision is economically possible; (...); and i) Obliging a supplier not to deal with a competitor.</p>
Jordan	<p>The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011</p>	<p>Article 5: A) Practices, alliances and agreements (...) that limit or prevent competition shall be prohibited, especially those whose (...) aim is to: (...) 2) Fix quantities of production or service provision. (...) 4) Set barriers to entry of enterprises into the market or eliminate them from it. (...).</p> <p>Article 6: An Enterprise with a dominant position in the local market or a significant part thereof is prohibited from abusing this Dominant Position in order to prevent, limit or weaken competition including the following : (...) (F) Refusing without objective grounds, to deal with a particular customer under the usual commercial conditions ; (...)</p>
Lebanon	<p>No Competition Law</p>	
Morocco	<p>Law No. 104-12 on Freedom of Prices and Competition</p>	<p>Article 6: (...) concerted actions (...) shall be prohibited especially when they aim to: 1) Limit access to the market or the free exercise of competition by other companies; 2) (...); and 3) Limit or control production, markets prospects or technical progress; (...).</p> <p>Article 7: The abuse by a company or group of companies is prohibited when the purpose or effect is of preventing, restricting or distorting competition: 1) A dominant position in the domestic market or a substantial part it; and 2) A situation of economic dependence in which there is a customer or supplier that has no equivalent alternative. The abuse may consist in a refusal to sell, linked sales or discriminatory conditions of sale as well as the termination of established commercial relations, with the sole reason being that the partner refuses to submit to unjustified</p>

		commercial conditions. (...).
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Article 5: Concerted actions shall be prohibited, (...) when they aim to: (...) 2) Restrict access to the market to other companies or access the free exercise; (...).</p> <p>Abuse of a dominant position is also prohibited, or of a state of economic dependence in which refusal to sell or purchase, sales or procurement in the imposition of a minimum price for resale in the imposition of discriminatory conditions of sale and the severance of trade relations without a cause or the sole reason that the partner refuses to submit to unjustified commercial conditions</p> <p>Article 31- It is forbidden to refuse selling goods or products or the provision of a service to a consumer as long as their requests show no abnormality or the products or services subject to these requests, are not subject to special regulations. (...)</p>

Relevant Market = *Marché pertinent, Marché en cause*

Refers to the specific market where an enterprise might have a dominant position of market power, or where merging companies would together have a dominant position after the concentration takes place. Once the relevant market has been determined, the competition authority will be able to identify all the firms which are active in that market and estimate their market shares. After evaluating further considerations as to the degree of openness of that market, and the existence or not of *potential competition*, the competition authority will be in a position to decide whether a given enterprise, or the enterprises after a merger or concentration takes place, gives rise to a dominant position of market power.

For a competition authority, determining the relevant market in a specific case needs a certain degree of expertise, as it involves a relative degree of discretion in decision-making from the part of the competition officials in charge of the matter.

Broadly speaking, determining the relevant market needs accomplishing a number of specific tasks, which are not always easy to perform. First, there is a need to “define” the relevant market. This is aimed at determining the borders within which competition may effectively take place among the enterprises considered. The competition officials will need to determine the borders of that market, both in terms of the product or products involved, as well as the geographical dimension of the market in question.

Globally, the relevant products market includes all products or services which the consumer or customer consider as substitutes for the use they intend to make of the product. For example, in the definition of soft drinks, should one include only non-alcoholic sodas and drinks, or should one include low-alcohol beer as well, or also white wine and other beverages? To what extent are sparkling water, tap water and fruit juices substitutes? Are there cases in which a light gin (gin-fizz) or cocktails can be acceptable substitutes and therefore be added in the definition of the relevant market?

This short example shows the difficulties in defining the relevant market in certain cases. Evaluating the degree of substitutability of one product for another will include the price of each product and the effect on consumer choice of slight variations in prices of the products. Price-sensitivity tests will help define the relevant market.

The second aspect in defining the boundaries of the relevant market is the determination of its geographical area, in which the competitive conditions need to be reasonably homogeneous. Questions that will need to be examined by the competition authority are for example: Is the relevant geographical market the domestic market? Is it a local municipal or regional market or a wider, international region, or a world market? Determining these boundaries will need in-depth considerations of the conditions in which

the enterprises operate, if they are free to increase production or if they are limited by certain rules, conditions, intellectual property rules or licences, if they can respond to market signals or if they are slow to respond for specific reasons. Is the market under consideration open, or is entry into that market limited by customs duties, quotas or other non-tariff barriers? Is the market relatively open to potential competitors, and do such potential competitors exist, as far as one can expect?

In general terms, the wider the relevant market, the less concentration, and hence, the lesser the chances of finding a dominant position of market power in that market. On the other hand, the smaller the relevant market is, the higher the chances to find a dominant firm or a monopoly. Given the importance of defining the relevant market in the analysis of competition, this exercise is often characterized by divergent views of representatives of firms on the one side, and representatives of the competition authority on the other, each pressing for a definition that suits their purposes and objectives.

In the MENA Project countries, only Algeria, Egypt and Morocco refer to the relevant market in their competition laws. They also refer to products and their substitutes, as well as geographical markets. In Jordan and Tunisia, there was no mention of the relevant markets found in the competition laws. They are probably included in the accompanying decrees of application.

Algeria	Order No.03-03 of 19 July 2003 on Competition	Article 3: The meaning of this Ordinance is understood by: (...) b) market: any market for goods or services affected by a restrictive practice and those which are regarded as identical or substitutable in particular because of their characteristics, their prices and their intended use, and the geographical area in which businesses are engaged in offering goods or services in question; (...)
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 3: The relevant market (...) consists of two elements, namely, the relevant products and the geographic areas.
Jordan		Not Found
Lebanon	No Competition Law	
Morocco	Decree No. 2-14-652 of December 1, 2014 made for the implementation of Law No. 104-12 on Price Freedom and Competition	Annex of the notification file of a concentration operation (...) 3. Relevant market. A market is defined as relevant in terms of products and geographical description on which the notified operation has a direct or indirect impact. A relevant product market includes all products or services which are regarded as interchangeable or substitutable because of their characteristics; their prices and their intended use. Products, without being substitutable according to the meaning of the preceding sentence, may be regarded as belonging to one market, since they require the same technology for their manufacture and they are part of a range of products which can characterize the nature of this market. A relevant geographic market is a territory where goods and services are traded and requested, in which the conditions of competition are sufficiently homogeneous and which can be distinguished from neighboring areas because, in particular, because terms and conditions of competition are substantially different. (...)

Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Not Found

R&D joint venture = co-entreprises de R-D

Collaboration between competitors may involve agreements to jointly conduct research and development (R&D). Most joint R&D activities between competitors are pro-competitive and producing significant benefits. For instance, R&D collaboration can allow participants to combine complementary assets, technologies or knowhow, leading to the development of new and/or improved products. Joint R&D agreements can lessen or hamper competition when they impose upon participants restrictions on the exploitation of products developed through the cooperation.

Resale Price Maintenance (RPM), Retail Price Maintenance = Prix imposés

A resale price maintenance arrangement may be found in an agreement among a supplier and their distributors where the supplier requests the retailers to sell their products at certain prices. Generally, resale (or retail) price maintenance refers to the setting of retail prices by the supplier. Strict resale price maintenance without any right to offer discounts, obviously stifles intra-brand competition, with the retailers of the same brand unable to compete with one another on price. However, it may encourage inter-brand competition as retailers endeavour to capture economies of scale and scope. Both the manufacturer and retailers may see benefit for themselves in having resale price maintenance and it can be argued there are public benefits as well. Given that minimum resale price maintenance restricts intra-brand competition, where only one brand is being sold in the market, then minimum resale price maintenance is tantamount to minimum price fixing. This is often the situation in developing countries, where business concentration tends to be significantly higher than it is in developed countries because aggregate national income is much smaller and demand for branded goods correspondingly less, leaving room for only one or two major suppliers for each item. Given these circumstances, developing countries are likely to treat resale price maintenance as a *per-se offence* although the trend in developed countries is to authorise resale price maintenance when there are demonstrable public benefits, except in cases of abuse of dominance. In the latter case, even recommended prices by the manufacturer or the supplier can be prohibited.

In MENA Project countries, resale price maintenance is prohibited in Algeria, Jordan and Tunisia, when found to be an abuse of a dominant position. In Morocco and Tunisia, the practice is also prohibited outright. In Egypt, although resale or retail price maintenance is not mentioned, it is implicitly prohibited under Article 7, dealing with an agreement or contract between a person and any of its suppliers or clients (...) intended to restrict competition.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 7: The abuse of a dominant or monopolistic position in a market or market segment aimed at: (...) Hindering the price fixing by the force of free market by artificially encouraging price increases or reductions shall be prohibited;
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Article 7: Agreements or contracts between a person and any of its supplier or clients are prohibited if they are intended to restrict competition. (N.B. This obviously includes RPM. However, there is no specific mention of vertical Resale Price Maintenance (RPM) in the Law).

Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 6: An Enterprise with a dominant position in the local market or a significant part thereof is prohibited from abusing this Dominant Position (by...) A) Fixing or setting prices or conditions of resale of products or services; Article 8: Practices detrimental to the fairness of commercial transactions: A) A producer, importer, wholesaler or service provider may not 1) Set a minimum resale price for a product or service whether directly or indirectly (...)
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Title VI - Restrictive practices Competition - Chapter I of transparency in trade relations between professionals Article 60: Prohibit any person to impose, directly or indirectly, a minimum character to the resale price of a good or a product, the price of a service or a commercial margin.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Article 5: (...)The abuse of a dominant position or a state of economic dependence may consist particularly in refusal to sell or purchase, sales or procurement in the imposition of a minimum price for resale in the imposition of discriminatory conditions of sale and the severance of trade relations without a cause or the sole reason that the partner refuses to submit to abusive commercial conditions Article 36: It is forbidden to directly or indirectly fix a minimum resale price or a minimum profit margin of a product, a commodity or a service.

Rule of Reason = Règle de la raison

Anti-competitive practices such as hard-core cartels are almost always considered harmful and condemned by competition law. Other agreements, however, including some horizontal and vertical agreements, have restrictive effects on competition, but at the same time may be pro-competitive in certain circumstances, and therefore deserve further attention by the part of the competition authority, to decide if they should be considered acceptable. The practices which may be authorized are judged under the so-called *Rule of Reason*. Under the rule of reason, competition authorities must demonstrate the harmful effect of alleged cartel conduct.

Selective Distribution = Distribution sélective

This is a distribution system whereby a manufacturer or supplier selects a limited number of distributors or retailers in a given geographic market, who are required to meet certain criteria, of quality, staff, premises, etc. Obviously, selective distribution is akin to exclusive distribution, in that it implies that other retailers than those selected will not be allowed to sell, or at least, will not be directly supplied. Selective distribution systems may be authorised provided they can be objectively justified. In the same way as exclusive-dealing, selective distribution is a normal distribution system, as long as it does not restrain competition as an abuse of dominance.

Settlement = Transaction (See : Out-of-Court Settlement)

Statement of objections = Communication des griefs, Lettre de mise en demeure

As part of the procedure of investigation of an anti-competitive practices, once they have established that an infringement or violation has taken place and before taking final action, some competition authorities send a communication in writing to the defendants, informing them of the list of grievances they have against them, offering them the possibility to express their opinion and if they wish, to cooperate willingly in resolving the case.

Tied-Selling, Bundling = Ventes liées, Ventes subordonnées

A tying arrangement is defined as an agreement by a party to sell one product but only on the condition that the buyer also purchases a different (or tied) product or products and/or services. This may also involve the obligation to buy such products in large quantities at a discount, while single units are sold at a higher price.

In the extreme case of *Full-line Forcing*, a dealer is obliged to hold the entire range of goods produced by the firm concerned in order to obtain the brand lines that are really requested by customers.

One type of tied-selling is the practice of *Bundling*, whereby a manufacturer, (i.e. a computer or cell-phone supplier) joins products or services together in order to sell them as a single combined unit.

Tying arrangements can have an adverse effect on competition, if a substantial part of the market is foreclosed as a result of the tying obligation and the rivals are consequently forced to exit. This brings competition concerns especially when the supplier is a dominant firm.

A dominant firm can also abuse its dominance in one market to exert market power in another, where it is not dominant. It can also be the case that enterprises enjoying a legal or natural monopoly in one market may link their sales to other products, in order to gain market power in a market where they do not have a monopoly.

In MENA Project countries having competition laws, tying is generally prohibited with respect to abuse of dominance, but also prohibited outright in Morocco and Tunisia.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Article 6 and Article7: (...) subjecting the conclusion of contracts to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of these contracts.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190 /2008 and 193/2008	Article 8: A Person holding a dominant position in a relevant market is prohibited from carrying out (...) d) To impose a condition, for the conclusion of a sale or purchase contract or agreement of a product, the acceptance of obligations or products unrelated by their very nature or by commercial custom to the original transaction or agreement;
Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 6: An Enterprise with a dominant position in the local market or a significant part thereof is prohibited from abusing this Dominant Position (by...); G) Tying the sale of a product or the provision of a service to the purchase of another or others or the purchase of a limited amount or a request for the provision of another service;
Lebanon	No Competition law	
Morocco	Law No. 104-12 on Freedom of Prices	Article 7: The abuse by a company or group of companies is prohibited when the purpose is or has the effect of preventing, restricting or distorting competition: 1)A dominant position in the

	and Competition	<p>domestic market or a substantial part it; and 2) A situation of economic dependence in which there is a customer or supplier that has no equivalent alternative. The abuse may consist in a refusal to sell, linked sales or discriminatory conditions of sale as well as the termination of established commercial relations, the sole reason that the partner refuses to submit to unjustified commercial conditions. There may also be a direct or indirect imposition of a minimal feature to the resale price of a product or a good, the price of a service or a commercial margin.</p> <p>Title VI - Restrictive Practices Competition Chapter One - Transparency in Trade Relations Between Professionals - Article 61: It is prohibited for any producer, importer, wholesaler or service provider: (...) 3) to subject the sale of property or a product or delivering a service to a business, either to a concomitant purchase of other goods or products, or to purchase a prescribed quantity, or the provision of another service.</p>
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	<p>Article 5: (...) The abuse of a dominant position or a state of economic dependence may consist particularly in refusal to sell or purchase, linked sales or purchases in minimum prices imposed for the resale in discriminatory conditions of sale as well as the breakdown of trade relations without cause or the sole reason is that the partner refuses to submit to unjustified commercial conditions.</p> <p>Article 31: (...) It is also prohibited to subject the sale to the purchase of a prescribed quantity or to a concomitant purchase of another property, another product or another service or to condition the provision of a service to that of another service or the purchase of a good or a product.</p>

Turnover Threshold = Seuil de chiffre d'affaires

In the same way as market share thresholds are usually set for mergers and concentrations, some countries set turnover or sales volume thresholds, which have to be revised from time to time, as inflation and a number of cases may convince the competition authority to adjust the threshold to reduce its workload, or to ensure the control is meaningful.

As can be seen below, turnover thresholds were not found for Algeria, but exist for notification of mergers in Egypt, in Morocco and for requests for authorization in Tunisia. In Jordan, the notification only depends on market-share threshold, and in Morocco, the request for notification is threefold: i) total worldwide sales or turnover; ii) total sales or turnover in Morocco; and iii) a market-share exceeding 40% of domestic market turnover.

Algeria	Order N.03-03 of 19 July 2003 on Competition	Not Found
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190/2008 and 193/2008	Notification of Mergers is mandatory for firms (Persons) whose annual turnover of the last balance sheet exceeded 100 million EGP.

Jordan	The Competition Law No.33 of 2004 + Amendment to Law No.18 of 2011	Article 9: Economic Concentration A- (...) B) The accomplishment of economic concentration operations impacting the level of competition in the market by causing or enforcing a Dominant Position shall depend upon receiving the approval of the Minister in writing, if the total share of the enterprise or enterprises concerned in the economic concentration operation exceeds 40% of the total transactions in the market.
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Title IV - Operations of Economic Concentration - Article 12 A concentration must be notified to the Competition Council by businesses and stakeholders before its completion. This applies when the following three conditions are met: 1) The total worldwide turnover, excluding taxes, of all companies of the group or natural or legal persons involved in the concentration, is greater than the amount set by regulation; 2) The total turnover, excluding taxes, achieved in Morocco by at least two companies of the group or natural or legal persons concerned, exceeds the amount fixed by regulation; and 3) Companies that are parties to the act, or are the subject or who are economically linked to it have accomplished together during the previous calendar year, over 40% of sales, purchases or other transactions on the market National goods, products or services of the same or substitutable, or a substantial part of it.
Palestine	No Competition Law	
Tunisia	Decree No. 2005-3238 of 12 December 2005 Determining the Threshold of the Total Turnover from which the Concentration of Operations are Subject to Prior Authorization	Article 1: The threshold of turnover (... for the request of authorization of concentration operations) as provided by Article 7 of the new law on competition and the aforementioned price, is fixed at 20 million dinars. (Approximately 10 million USD).

Unfair Trading/Unfair Competition = Concurrence déloyale

Also known as Fair Trade Law, Unfair Competition is a body of law which should not be confused with competition law. While in the modern understanding, competition law (antitrust law in the United States) deals with cartels, abuse of dominant positions and concentrations of market power, Unfair Competition or Unfair Trade deals with a wide list of issues, including metrology (false weights and measures), counterfeiting or violating intellectual property rules, trademarks and patents, misleading/false advertising, sometimes also trade defence laws such as antidumping and countervailing subsidies, and safeguards, etc., including certain marketing practices affecting consumers, such as bait and switch selling, premium selling, etc.

Some chapters of competition laws in developing countries might cover some of these issues in one way or another. In Algeria, Ordinance No.03-03 of 19 July 2003 relative to competition does not refer to unfair competition. It is another law, Law No 04-02 of 23 June 2004 which deals with a full list of Unfair

Competition or Unfair Trade Practices, including the obligation to deliver a bill, price tags, prohibition of premium sales, disparagement, counterfeit, trade mark falsification, etc.

In the other MENA Project countries surveyed, only a few occurrences of obligation to provide a bill or invoice, the prohibition of premium sales and some others were found in the laws of Morocco and Tunisia.

In Tunisia, the Competition Law contains many parts dealing with unfair practices, in particular Title I is devoted to anti-competitive practices, Title II to transparency with respect to prices and restrictive practices and Title III to special provisions on goods and services not included under the liberty of prices. Under Title II of the law, Chapter I deals with obligations with respect to consumers, including price information, obligation to issue invoices, and prohibition of premium sales and Chapter II deals with obligations with respect to professionals, including the obligation to establish a bill of invoice, prohibition of selling at a loss, etc. Title III deals inter-alia with subsidised products.

Algeria	Law No. 04-02 of 23 June 2004 Laying Down the Rules on Trade Practices	Article 1: This Law is to establish the rules and principles of transparency and fairness applicable to commercial practices made among economic operators, between them and consumers. It also aims to ensure the protection and consumer information. (...) Title II transparency of business practices. Chapter I of information on prices, tariffs and conditions of sale. Chapter II billing (...) Title III The fair trade practices Chapter I: Illegal trade practices. Article 15 refusal to sell; Article 16: Sales premiums; Article17: Conditional sale; Article18 discriminatory sales arrangements; Article19 resale at loss practices Chapter II of illegal price Article 23: Misrepresentation of prices; Chapter III fraudulent business practices Article 24: False invoices Article 25: No traders to hold (...) - product inventory in order to cause unwarranted price increases; (...). Chapter IV Article 27 Unfair Commercial Practices (...) denigration; Imitation of the hallmarks of competition; Exploitation of technical or commercial know-how without authorization; Debauchery of staff; Violation of trade secrets from a former employer; Market disruption; and, etc.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices	Not Found
Jordan		Not Found
Lebanon	No Competition Law	
Morocco	Law No. 104-12 on Freedom of Prices and Competition	Title VI - Restrictive Practices Competition -Chapter I of transparency in Trade Relations Between Professionals - Article 58: Any purchase of goods or products and any services between professionals must be invoiced. (...)
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition	Title II - Price Transparency and Restrictive Practices - Chapter I: Obligations towards consumers: Article 29: The retailer or service provider is, by means of marking, labelling, display or any other suitable method, to inform the

	<p>and Prices</p>	<p>consumer on prices and special terms and conditions of sale. The price displayed is the cash price including all taxes and national currency. The retailer or service provider shall issue an invoice to any consumer who requests it. The issue of an invoice is mandatory for purchases made in certain sectors or that exceed a specified threshold for the remaining sectors. The list of sectors and the threshold amount shall be fixed by order of the minister of trade. (...) Moreover, prices in hotels and guesthouses, restaurants, cafes and similar establishments, shall be posted in public view. (...) Article 30: Any sale or offer of products or goods and all services or service delivery offers made to consumers and eligible for free, immediately or eventually, to a bonus consisting of products, goods or services unless they are identical to those which are the subject of the sale shall be prohibited. (...). Chapter II - Obligations to Professionals – Article 33: Any sale of a product or any service for a professional activity shall be invoiced. The seller is required to issue the invoice upon completion of the sale or service delivery and the purchaser must claim it. (...) The invoice must be made in duplicate. The seller and the buyer must keep for a minimum period of three years. (...). Article 34: At the stage of distribution, any resale transaction to loss or offers to resell any product in the state at a price below its actual purchase price shall be prohibited. (...) Also prohibits any advertising on resale at a loss as mentioned in the first paragraph of this article. (...) The prohibition mentioned in this Article shall not apply to: 1) Perishable goods exposed to rapid deterioration; 2) Voluntary or forced sales motivated by the termination or change of a business or carried out pursuant to judicial decisions; 3) Products replenishment significant amount was made or could be made to fall; the actual purchase price then being replaced by the price resulting from the new purchase invoice or the replenishment value; and 4) Regulatory end of season sales (...). Part III: Special provisions for products, goods and services which are not subject to the regime of free pricing. Article 42: Is considered as violation of the regulations of subsidized products, any transaction carried out by a trader or industrial or artisan or service provider consisting in: 1) Holding in storage facilities or production of the subsidized products outside authorized cases; 2) Using subsidized products for purposes other than those for which they are intended or through methods contrary to the decisions of the competent authorities in the matter; 3) Marketing subsidized products and their derivatives through methods contrary to the decisions of the competent authorities in the matter; and</p>
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		4) Getting any undue subsidy. The Minister in charge of Trade or any competent Minister may by order determine the conditions for use, distribution or marketing of subsidized products.
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Vertical Agreement = Accord vertical

Vertical agreements are agreements between firms at different levels of the production or distribution chain, e.g. agreements between a producer and a distributor or between a wholesaler and a retailer. Since the firms are often not in direct competition with one another, the balance of the effects of these agreements is more towards greater efficiency than substantially lessen competition. From a systematic perspective, it appears, however, more appropriate to deal with vertical agreements under the prohibition of anti-competitive agreements.

In many jurisdictions, vertical restraints are subject to a *rule of reason* approach, which reflects the fact that such restraints are not always harmful and may, actually, be beneficial in particular market structure circumstances. Non-price vertical restraints are rarely opposed by competition authorities.

Vertical agreements that typically raise competition concerns include: resale price maintenance (RPM), exclusive dealing, exclusive territory or territorial (geographical) market restrictions on distributors and tying arrangements. While the first has remained highly controversial among economists, exclusivity practices raise fewer concerns, except when there is a case of abuse of dominant position of market power.

In the MENA Project countries having competition laws, all countries prohibit vertical restraints under abuse of dominance, except for Egypt, which has a general prohibition of vertical restraints intended to restrict competition (Article 8). In addition to abuse of dominant position, Algeria, Morocco and Tunisia also prohibit the abuse of a situation of economic dependence.

Algeria	Order No.03-03 of 19 July 2003 Relating to Competition	Article 7: The abuse of a dominant or monopolistic position shall be prohibited in a market or market segment aimed at: 1) Limiting market access or the exercise of commercial activities; 2) Limiting or controlling markets production, prospects or technical progress; 3) Sharing markets or sources of supply; 4) Hindering the price fixing by the free market by artificially encouraging price increases or reductions; 5) Applying in respect of business partners dissimilar conditions to equivalent transactions thereby placing them at a competitive disadvantage in the competition; and 6) Making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.
Egypt	Law No.3 of 2005 on Protection of Competition and Prohibition of Monopolistic Practices + Amendments to Laws 190 /2008 and 193/2008	Article 7: Agreements or contracts between a Person and any of its supplier or clients are prohibited if they are intended to restrict competition.
Jordan	The Competition	Article 6: An Enterprise with a dominant position in the local

	Law No.33 of 2004 + Amendment to Law No.18 of 2011	market or a significant part thereof is prohibited from abusing this Dominant Position in order to prevent, limit or weaken competition including the following: A) Fixing or setting prices or conditions of resale of products or services; B) An activity or action which leads to setting barriers to entry of other Enterprises to the market, or their elimination from it, or their exposure to gross losses including selling at a loss; C) Discrimination between customers in similar contracts with regard to price of products or services or conditions of sale or purchase; D) Forcing any of its customers to refrain from dealing with a competing Enterprise; E) Attempting to monopolize certain resources necessary for a competing Enterprise to carry out its activities or to purchase a particular product or service to an extent that leads to increasing the price thereof on the market or preventing its decrease; F) Refusing without objective grounds, to deal with a particular customer under the usual commercial conditions; G) Tying the sale of a product or the provision of a service to the purchase of another or others or the purchase of a limited amount or a request for the provision of another service; and H)* Excessive pricing contrary to the grounds specified in the instructions issued by the Minister for this purpose.
Lebanon	No Competition Law	
Morocco	Law No.104-12 on Freedom of Prices and Competition	Article 7: The abuse by a company or group of companies is prohibited when the purpose or have the effect of preventing, restricting or distorting competition,; 1) A dominant position in the domestic market or a substantial part it; and 2) A situation of economic dependence in which there is a customer or supplier that has no equivalent alternative. The abuse may consist in a refusal to sell, linked sales or discriminatory conditions of sale as well as the termination of commercial relations, the sole reason that the partner refuses to submit to unjustified commercial conditions. There may also be a direct or indirect imposition of a minimal feature to the resale price of a product or a good, the price of a service or a commercial margin.
Palestine	No Competition Law	
Tunisia	Law No. 2015-36 of 15-09-2015 on the Reorganization of the Competition and Prices	Article 5: (...) It is also forbidden to abuse a dominant position within the internal market or in a substantial part of it, or of a state of economic dependency in which there is a client company or supplier who do not have alternatives for the marketing, supply or provision of service. The abuse of a dominant position or a state of economic dependence may consist particularly in refusal to sell or purchase, sales or procurement in minimum prices imposed for resale in discriminatory conditions of sale and in the breaking of commercial relations without cause or the sole reason being that the partner refuses to submit to unjustified commercial conditions.