The Aftermath of the Cameron Highlands Floriculturist Association Case on Trade Related Associations and Price Fixing Agreements in Malaysia

First Author: AGAYAR KANNI RAMAIAH
Academic qualification: LLM (U.MALAYA), LLB (UNI.LONDON), CLP (MALAYA), ADVOCATE &SOLICITOR (MALAYA)
SENIOR LECTURER OF LAW IN UNIVERSITY TECHNOLOGY MARA PULAU PINANG
MEMBER OF THE ASIAN COMPETITITON FORUM (AFC), SAR HONG KONG

ABSTRACT: Maximum of 250 words.
Trade related Associations are an important feature of a trade or industry in the business world and undeniably play a significant role in not just promoting and protecting their business rights with respect to government trade policies and related trade or industry rights but also involved in activities which potentially anti –competitive in nature. Although this trade associations is per se nonprofit making and purely done to benefit the players in the industry but universally known in the guise of 'standard setting' enter agreements or understanding which compromises the consumers welfare and market liberalization of that trade or industry. The Cameron Highlands Floriculturist Association (CHFA) case came at the height of Malaysian government's attempt and effort to introduce, regulate and control the anti-competition regulations under the Competition Act 2010 (CA 2010) in Malaysia. This case was not just the very first landmark case to be heard and recorded by the Malaysian Competition Commission (MyCC) but in fact the very first case itself was on an anti competition conduct related to a trade associations and price fixing conduct in Malaysia. The case did not just came as a surprise to the related trade associations but as a wakeup call to all trade related associations to be aware of the CA 2010 which came into force in January 2010.This paper analyzes the impact of the CA 2010 in the light of the decisions made in the CHFA with respect to anti competition practice such as price fixing and other prohibited activities or agreements among the players of the trade related associations in Malaysia.

KEYWORDS: *trade related associations, price fixing agreement, competition and anti –competitive practice*

INTRODUCTION TO COMPETITION ACT 2010

The Malaysian Competition Act 2010 (hereafter referred as CA 2010) came into force on 1 January 2012. The CA 2010 main theme as declared in its Act's first recital of the preamble is to '… to promote economic development by promoting and protecting the process of competition, thereby protecting the interests of consumers and to provide for matters connected therewith'. The law also came to be introduced and enforced to embrace the Association of Southeast Asian Nations (ASEAN) 2007 ASEAN Economic Blueprint which aims to introduce a nationwide competition policy and law by 2015.The Competition Act applies generally to any commercial activity both within and outside the Malaysia as long as the commercial activity transacted outside Malaysia has an effect on any of the Malaysian competition market[i]. However it must be noted that The Competition Act does not apply to the communication and multimedia sector which is governed under the Communication and Multimedia Act 1998 and energy sector which is governed under the Energy Commission Act 2001. Activities not covered by Competition Act 2010 includes activities which involve an

exercise of governmental authority, any activities carried out in pursuant to principle of solidarity and any purchasing of goods or services not intended for resale or re-supplying.

SCOPE AND APPPLICATION OF THE MALAYSIAN COMPETITION ACT 2010

The Malaysian CA 2010 objective is to primarily promote the concept of an open competition and aimed to ideally provide all players an equal opportunity to enter the business market of that sector. This concept basically dismisses anti-competitive practices such as monopoly, oligopoly or protected market. It allows more efficient enterprises to succeed on their own independent merits and removes inefficient operators. Competition regulation prohibits trading environments from any undesirable hindrance or business practices among the players of the market which undermines market competitiveness in a particular industry or trade which may cause harm to the consumer market or consumer welfare. A healthy competition process is believed to ultimately benefit the business players and the consumer market by providing more choice, better service and cheaper price.

The CA 2010 generally prohibits two categories of anti- competitive practice namely under Chapter 1, Sec 4 prohibits the anti –competitive agreements that " *A horizontal or vertical agreement between enterprises is prohibited insofar as the agreement has the object or effect of significantly preventing, restricting or distorting competition in any market for goods or services."*According to the interpretation section (Sec 2 CA2010) "horizontal "means any agreement between enterprises, which operates at the same level in the production or distribution chain; which normally means competitors in the same market. This provision prohibits any anti competitive agreements which operated at the same level in production or distribution. On the hand "vertical" means agreements made between enterprises operating at different levels that is to say any agreement or consensus between buyers and sellers at different stages of the production and distribution chain. These agreements are prohibited if they have an anti-competitive object or effect which is significant on the market. These prohibitions in practice applies to such agreements which have the objects of amongst others such as intending to price fixing as to purchase or selling price whether directly or indirectly. Prohibition extends also to fixing of any trade condition, sharing market access, technical or technological development, investment or to perform an act of bid rigging. However this prohibition does not apply to certain conducts or agreement such as an agreement or conduct that complies with the law, collective bargaining or collective agreement between employers and trade unions on behalf of employees and services of general economic interest, which cover public utilities, or having the character of a revenue-producing monopoly.

Secondly, the Competition Act prohibits the anti-competitive agreements under Chapter 2, Section 10 of the Competition Act for any abuse of dominant position by an enterprise in any market for goods or services. Briefly the Section 10 (1) of the Act provides that "*An enterprise is prohibited from engaging, whether independently or collectively, in any conduct which amounts to an abuse of a dominant position in any market for goods or services*". An enterprise is considered to be in a dominant position in the market if it possesses such significant power in market to adjust prices and outputs or trading terms, without any restraint from competitors or potential competitors, regardless of their level or percentage of market share of the enterprise.

An abuse of the dominant position practically applies in amongst others in situations where such enterprise (dominant position) able to impose unfair prices or unfair trading conditions on any supplier or customer. A dominant enterprise is such who controls production, market outlets or market access or in some cases the technical or technological development, or investment. Abuse of the dominant position happens when they refuse to supply to a particular enterprise or

group of enterprises, engage in discriminatory practices or for equivalent transactions, makes a contract conditional upon the acceptance by the other party on the basis of extraneous terms.

Predatory conduct is committed under the regulation if competitor among others set predatory price(set price below cost price to drive other efficient competitors out of the market), cause price discrimination (same product sold at different prices where the difference is unrelated to the cost of the products).Predatory conduct is also assumed when they enter into exclusive dealings(dominant seller and buyer control and foreclose the market), by providing loyalty rebates and discounts to foreclose the market(by using selective discounts and rebates) or refuse to supply and share the essential products, intellectual property license or facilities.

Any violation of any of the prohibition described in the above discussion is termed as an infringement under the Competition Act. The Competition Act empowers the Competition Commission (MyCC) to conduct market reviews, to carry out the investigations and the enforcement of the Act. Section 61 (a) Competition Act stipulates that if a body corporate commits an offence is liable to pay a fine not exceeding five million ringgit for the first time and for the second or subsequent offence, liable to a fine not exceeding ten million ringgit. If case of an individual offender, Section 61(b) Competition Act stipulates the individual can be subjected to an imprisonment sentence for a term of not exceeding five years or to a fine not exceeding one million ringgit or to both for the first time offence and for second and subsequent offence to a fine not exceeding two million and subjected to an imprisonment sentence term of not exceeding five years or both

An enterprise can also be subjected to a private action by the relevant parties under Section 64 of the Competition Act. A private action can be pursued by any person who suffers loss or damage directly as a result of any prohibitory conduct under Chapter 1 and/or Chapter 2 of the Competition Act based on the finding of infringement by the MyCC.

The Act also provides for the establishment of the Malaysian Competition Commission (hereinafter referred as MyCC) under the Competition Commission Act 2010 which came into force came into force on 1 April 2010. The MyCC is an independent body, empowered to set out its powers and functions of such Commission and to provide for matters connected therewith or incidental thereto. Its primary function is to protect the competitive process for the benefit of the businesses, consumers and economy of the country. The MYCC has issued in its mission four guidelines, namely; Guidelines on Market Definition(Date Published: 2 May 2012),Guidelines on Anticompetitive Agreements(Date Published: 2 May 2012), Guidelines on Complaints Procedures(Date Published: 2 May 2012) and Guidelines on Abuse of Dominant Position(Date Published: 26 July 2012)

The MYCC has jurisdiction to receive complaint and investigate, and authority to impose financial penalty for the infringement under the Act and impose fees or charges for services provided by the commission. The MYCC can require enterprise to provide information to assist the Commission and co-operate with any corporate body or government agency to for the purpose of performing the function of the commission.

CAMERON HIGHLANDS FLORICULTURIST ASSOCIATIONS (CFHA) CASE

The Cameron Highlands Floriculturist Association case (hereafter referred as CHFA case), was one of the first case which came to the attention of the Malaysian Competition Commission. This very first case was directly related to anti competitive conduct which was prohibited under the CA2010 by a trade related association in Malaysia. The case revolves around a decision of

the Mr Lee Peng Fo, who was then the President of the than Cameron Highlands Floriculturist Associations to increase the prices of flowers by 10%, effective 16 March 2012 for its members which was a direct infringement of the prohibition under Sec 4(2) of the Competition Act 2010. MYCC had set the record straight in this case that any agreement to fix, directly or indirectly, a purchase or selling price even though it was at the horizontal level between enterprises is a an infringement under the law. MYCC also had acknowledged that they have been made aware of similar cases involving SMEs price- fixing arrangements practice among the barber associations, coffee shop associations and associations of matrimonial services in Malaysia. Agreements of such nature and style in practice are often made by trade associations to associate themselves to various trade related organization to have a stronger hold and platform in their industry to protect their market share and profit.

The MyCC declared very affirmatively in CHFA *case,* that it will investigate, cartels or any form of price fixing arrangement regardless of whether the agreement involves any large multinational companies or as small as the family- run businesses or for that matter any trade organization. Any sharing of market or sources of supply, limiting or controlling production, market access, technical and technological development, or investment and bid rigging are considered to have infringed the competition law and subject to penalty upon finding evidence after investigation done based on any complaint. The MYCC relies strongly on complaints from the general public for its enforcement of the law. Any person who has reason to suspect that an enterprise competitor, supplier, customer, individual or any of the business or trader is involved in an anti-competitive agreement or has abused its dominant position may lodge a complaint with the MYCC. MyCC commented the main cause for such prohibitory behaviors are because the members themselves are unaware or some cases lack of proper knowledge, understanding and education on the anti competitive rules applicable to them under the CA 2010. The MYCC strictly declared very strictly that it will investigate, cartels, regardless of whether the agreement involves is any large multinational companies or as small as the family- run businesses.

This paper seeks explore and address the compliance issues related to the trade related associations and discuss specifically the impact of the CFHA on the trade related associations generally and their price fixing practice with reference to the specific regulations and provisions of the CA 2010. This paper also proposes some recommendations to as how to avoid an anti - competition conduct by the trade related associations in their future decisions and practices in Malaysia.

TRADE RELATED ASSOCIATIONS AND COMPETITITON LAW

Trade Related Associations also known as an industry trade group, business association or sector association is a form of organization founded and funded by the business that operate in a specific industry (Wikipedia). Trade Associations undeniably provide a significant role and play an indispensable work for their members in a particular trade or industry. In order for the association to produce a productive outcome of their existence, they need certain amount of contact, information exchange, sharing experience and discussion of certain amount of undertakings among their members. The members of the related trade associations generally operate at the same level of trade or business which typically raises potential anti- competition related issues and concerns at horizontal level (Lovells).Trade associations even though per se nonprofit making organization but it is commonly criticized in reality as predators of price-fixing cartels and for engaging in other subtle anti –competitive activities that are not in public interest. Jon Leibowtz, the Commissioner at the Federal Trade Commission in United States once had said that trade associations under the guise of "standard setting" represent the established players in an industry to set rules that often makes it harder for new companies to enter market.

Trade related associations may differ generically in terms of their task; size represented industry, market share and other factors. Therefore different aspects of the competition law may arise in different cases. However some very common aspects of anti competitive behavior in trade related associations occurs with respect to information exchange, sharing experience and views or spontaneous remarks during trade meetings (Lovells).

Information exchange such as to statistical information, market research, opinion exchange or economic assessment per say is not prohibited .In fact it is quite permissible to develop the trade unless the level of the information exchange allows for the identification of confidential competitive information relating to individual undertakings or transactions. For example, the members of the association illegally exchange information on their intended price increase or fee intended to be charged or sometimes raised.

General exchange of experience does not give rise to anti -competitive conduct per se if used by the individual undertakings to determine independently their own future market conduct. However if the exchange of information with respect to some sensitive information (such as prices, price components or individual trading conditions),economic information, joint statistics or market study which results in co-ordinate market decision (e.g. identical price or joint industry scheme) may be considered as anti –competitive behavior if it distorts the market.

Sometimes spontaneous suggestions leading to a joint proposal (e.g for a specific joint market conduct) which sparked during a trade association meeting 'off the cuff' could be considered as an illegal conduct to distort free market. As seen in the CHFA case there is no need to proof that the agreement had actually been executed as long as there is evidence to show a specific illegal conduct had been agreed.

Although making recommendations to their members is one of the core functions of the trade related associations it hits the very core of the anti-competitive behavior if leads to a uniform conduct in that market and on the flip side jeopardizes the market and consumer welfare. Therefore trade associations and its members under the competition law regime must assess the competition law implications of their behavior at all times.

IMPACT OF CHFA CASE ON THE TRADE RELATED ASSOCIATIONS IN MALAYSIA

Trade related associations are the most common form associations of undertakings. There are trade related associations in almost every economic sector/industry in Malaysia. Some of these trade associations are affiliated at the international level .Agreements, concerted practices, and decisions by association of undertakings are collective behavioral-patterns, and they emerge by involvement two or more undertakings with an intention of joint action in order to prevent, restrict or distort competition.

If we put the association of undertakings aside, it is quite difficult to be able fully identify constituents of agreements and concerted practices and be able to fully separate them without leaving any doubt and uncertainty. According to the majority's opinion, all free will agreements aiming to restrict competition, without paying attention to reciprocal commitments settled by the undertakings and without looking at its judicial validity, can be deemed as agreements between undertakings. All conducts not having reached to the "agreement" phase can be regarded as concerted practice.

Section 4(1) CA2010 and Relevant Guidelines on the Anti –Competitive Agreements prohibits any horizontal (enterprises operate at the same level in production or distribution) or vertical (enterprises operating at different levels at different stages of the production and distribution

chain) agreements in so far as the agreement has the object or effect of significantly preventing, restricting or distorting competition in any market for goods or services. The word 'agreement' defined in Section 2 the Competition Act includes any form of contract, arrangement or understanding, whether or not agreement. That clarifies the legal position as to any form of contract, arrangement or understanding, whether or not legally enforceable, between enterprises, and includes a decision by an association and concerted practices; legally enforceable, between enterprises, and includes a decision by an association and concerted practices.

Healthy competition connotes competitors are supposed to be striving to better serve customers than their rivals. As a result, competitors in a market are never sure what their competitors will do next in trying to gain a competitive advantage. Therefore enterprises will have to compete on the merits of their products. Sometimes competitors may also share non-price information such as on standards, new technologies etc that can improve their product competition in the market. Information sharing can reduce the uncertainty that competitors will face and therefore reduces competition significantly. Evidentially also it is undeniably true the better informed the consumers are, the more competitive the market. On this point whether non-price information-sharing among the trade association's members significantly reduces competition needs to be assessed on a case by case basis with reference to their market share. In general, the frequent exchange of confidential information among all competitors in a market with few competitors is more likely to have a significant effect on competition. In addition, the exchange of information between competitors that is not provided to consumers is also likely to have a significant adverse effect on competition itself.

Another form of infringement or prohibited conduct includes 'concerted practice' and decisions by associations of any undertakings causing prevention, restriction and distortion of competition. Concerted practice defined as any form of coordination between enterprises which knowingly substitutes practical co-operation between them for the risks of competition, and includes any practice which involves direct or indirect contact or communication between enterprises, the object or effect of which is either

(a) To influence the conduct of one or more enterprises in a market; or

(b) To disclose the course of conduct which an enterprise has decided to adopt or is contemplating to adopt in a market, in circumstances where such disclosure would not have been made under normal conditions of competition.

In practice concerted practice could arise where parties knowingly enter into an informal arrangement involving some practical co-operation or where their conduct is influenced in some way following contact or communication between them. This could involve, for example, an informal arrangement where one competitor sets the price and other competitors follow without any reasonable justification. Competitors should be wary of simply following the prices of competitors unless the decision was made completely independently from all other competitors and there is a reasonable explanation for following each other, such as an increase in price of an important input.

IMPACT OF CHFA ON THE PRICE FIXING AGREEMENTS IN MALAYSIA

Price fixing is an agreement among competitors that collectively agree to set a price at a certain level either at certain percentage or value. Price fixing prevents the consumer from enjoying lower prices which implies that the benefit of the of competition could not reach the consumers .A price fixing agreement can be in the form of direct or indirect agreement to be

subjected for a case of infringement under CA2010. In this context any sharing of any information with the flavor of price information falls within the conduct deemed to have the object of "significantly preventing, restricting or distorting competition in the market" in Section 4(2) of the Competition Act. However exchanging current price information among enterprises in industry may facilitate price fixing and thus would be deemed to be significantly anti-competitive. In general, the MyCC will not just examine the actual common intentions of the parties to an agreement, but also assess the aims pursued by the agreement in the light of the agreement's economic context. If the "object" of an agreement is highly likely to have a significant anti-competitive effect, then the MyCC may find the agreement to have an anti-competitive "object".

On the same note, business community therefore should avoid meetings (*CHFA Case)* or other forms of communication or forums with competitors particularly where price is likely to be discussed. Mere presence with competitors at an industry association meeting where an anti-competitive decision was made may be sufficient to be later implicated as a party to that agreement. Members of any trade related Associations at the horizontal level are prohibited specifically under Section 4(2) CA 2010 to discuss any matter which has the object to either fix , directly or indirectly , purchase or selling price or any other trade conditions; share market or sources of supply; limit or control production, market outlet or market access ,technical or technological development or investment . A decision by an association includes a decision by a trade association but the provisions are not limited to any particular kind of association. Trade and other associations generally carry out legitimate functions intended to promote the competitiveness of their industry sectors. However, enterprises participating in such associations may in some instances collude and co-ordinate their actions which could be considered to be an infringement under the Act.

This prohibition applies to any agreements entered by the businesses at horizontal or vertical level which have any form of consensus or agreement which has any indication towards price fixing such as to whether to term out a fixed price or a minimum price at which the product must be resold (Resale Price Maintenance of)(RPM) or between a buyer or seller including between trade associations asking for an exclusive agreement with the seller or buyer who controls certain geographic area. Cases under investigation for price fixing agreements after CHFA case includes the Ice Manufacturers case, Megasteel Sdn Bhd case and MAS-Air Asia share swap case. In the Ice Manufacturers case it was reported that 26 ice manufacturers had entered into for anti competitive agreement to directly or indirectly fix the selling price of edible tube ice and the price of the block ice in Kuala Lumpur, Selangor and Putrajaya. In Mega steel case, they were alleged to have infringed the CA2010 for imposing a price on its hot rolled coil disproportionate to the selling price of tis product , amounting to a margin squeeze.

Therefore the related trade associations should play a more proactive role by advising their members to avoid such discussion and in fact consider informing/reminding their members not to discuss the prohibited agreements which distorts healthy competition as stipulated in section 4(2) the Competition Act 2010 or any transactions which falls within the provision of Sec 10 the Competition Act 2010 of the Act i.e. with respect to price fixing, sharing markets etc as a way of avoiding liability. A decision by an association includes a decision by a trade association but the provisions are not limited to any particular kind of association. Although trade and other associations generally carry out legitimate functions intended to promote the competitiveness of their industry sectors but such enterprises participating in such associations may in some instances collude and co-ordinate their actions which could infringe the Act.

In general, the MYCC will not just examine the actual common intentions of the parties to an agreement, but also assess the aims pursued by the agreement in the light of the agreement's economic context. If the "object" of an agreement is highly likely to have a significant anti-competitive effect, then the MyCC may find the agreement to have an anti-competitive "object". However the imposition of the law on such form of prohibited agreements is not totally unattainable at all time. Such agreements discussed above are prohibited only if they significantly prevent, restrict or distort competition in any market for goods or services in Malaysia. The word "significant" means the agreements must have more than a trivial impact. It should be noted that impact would be assessed in relation to the identified relevant market. A good guide to the trivial impact of an anti-competitive agreement might be the combined market share of those participating in such an agreement. This approach sets 'safe harbors' for otherwise anti-competitive agreements or association decisions. Agreements in such nature of fixing price is only prohibited if if there is a significant effect on competition. As a starting point, and to provide greater certainty, the MYCC may use the following basis in assessing whether an anti-competitive effect is "significant". MYCC interpret "significantly preventing, restricting or distorting competition" only if the competitors together hold less than 20% market share or if non competitors each hold 25% market share then there will not be a significant effect on the competition market. However exchanging current price information among enterprises in an industry may facilitate price fixing and thus would be deemed to be significantly anti-competitive

RECOMMENDATIONS AND CONCLUSION

The CA 2010 although was passed in April 2010, it only came into force in January 2014 after 18 months grace period to the business community to understand and adopt to the new law. During that period MyCC organized various advocacy programs to educate the business community and the public about the implication of the competition law regime. Since the beginning of 2011, MyCC had conducted 60 seminars to bring awareness to the various interest groups in Malaysia. This grace period was given specifically to enable the Malaysian business community to understand and adopt the competition compliance culture and develop a healthy competition practice in their business environment. Despite such advocacy efforts, the surveys (MIM) from 2011 to 2012 showed very low level of awareness among local businesses community in Malaysia. MyCC found many businesses does not know the existence of the CA2010, while others were under the delusion that the law does not apply to them.

The action and decision taken in CFHA case not just shocked the related parties, the trade association and the members but came as shocking warning to all the trade related associations fraternity and business members in Malaysia to be watchful of their conduct and practice which may directly or indirectly infringe the CA 2010 irrespective whether they are aware or ignorant of the effect of the CA2010. The main cause for such situations was found to be because the local businesses are either in some situations ignorant, unaware or in some cases have serious lack of proper knowledge, understanding and education about the anti competitive regulations applicable to them under the CA 2010.The introduction of the anti-competition regime under CA 2010 has brought about a considerable change for trade associations and their members with respect to their so accepted traditional role play which may have serious consequence under competition law now in Malaysia. Therefore it will wise for trade associations and the members to practice some compliance program in their business management plan just like other compulsory compliance program pertaining to safety such Occupiers Safety and Healthy Act (OSHA)

In summary trade associations whether at vertical or horizontal level generally should absolutely avoid as a safe guiding principle of safe conduct the following actions; meetings or any forms of communication among enterprises which has price discussion ,mere presence at a industry association meeting which has any anti competitive decision making can be implicated to be a party to the agreement, agreement to move tenders by taking turns to win,aassociations discussion any issues concerning any price whether minimum price (RPM-Resale Price Maintenance, information sharing or exchange of information of commercially sensitive information which reduces the uncertainty and distorts free market among competitors or trade associations, such as proposed selling price.(however historical pricing information or general industry data and statistics may be excluded),aagreements to sell according to a geographical boundary such as West Malaysia and East Malaysia to save their market share and profit share.

REFERENCES

Alina Kaczorowska (2012), The objective of The Competition Policy and the CARICOM single market and Economy and their importance of the development of a coherent and comprehensive body of substantive SCME competition rules, The Competition Law Review Vol 8 Issue 2 pp 185-207 July 2012. Retrieved from http://www.clasf.org/CompLRev/Issues/Vol8Issue2Art4Kaczorowska.pdf on 10 may 2014

Angayar Kanni Ramaiah,(3013)The impact of Anti Competition Regulation on the Small and Medium Enterprises in Malaysia, *Proceedings at 9th Asian Competition Forum Conference, Regional Economic Integration* 7-8th Dec2013 at Hong Kong Polytechnic University. Retrieved at http://www.asiancompetitionforum.org/recent-activities/2013-05-15-17-10-52.html

Bhawna Gulati (2012) Minimum Resale Price Maintenance Agreements – and the dilemma Continues, The Competition Law Review Vol 8 Issue 2 pp 129-142 July 2012. Retrieved from http://www.clasf.org/CompLRev/Issues/Vol8Issue2Art4Kaczorowska.pdf on 10 may 2014

Clement,J.P., & Gido, J. (2006). *Effective project management.* USA: Thomson South-Western.
Competition Act 2010, (Act 712) (Malaysia)
Competition Commission 2010, (Act 713) (Malaysia)

Competition Competitiveness and Development Lessons from Developing Countries. UNCTAD (2004). Retrieved from http://unctad.org?Docs/ditcclp20041.en.pdf

European Commission "Think Small First principal (2009) report. Retrieved from http://ec.eropa.eu/enterprise/policies/sme/small business act on 20th May 2014

Guidelines on Abuse of Dominant Position 2012 (Malaysia)

Guidelines on Anti-competitive Agreements 2012 (Malaysia)

Guidelines on Complaints Procedures 2012 (Malaysia)

Guidelines on Market Definition 2012(Malaysia)

Hogan Lovells(2009),Competition law for trade associations. Retrievedfrom www.hoganlovells.com.

Keynote Speech by Tan Sri Dato Seri Norma Yaakob Chairman of the MyCC on "Conversation with Tan Sri Dato Seri Norma Yaakob" organized by MIM on 27th March 2014.Retrieved from http://mycc.gov.my/keynote-speech-by yg-bhg-tan-sri-dato-s on 25/6/2014

Leibowitz,Jon(2005) "the Good, the Bad and the Ugly: Trade Associations and Antitrust Meeting,Washington,DC. Retrieved from http://www.ftc.gov/speeches/leobowitz/050510goodbadugly.pdf

Mark Katz, Davies Ward Phillips & VineberG(2013), Risky Business: Trade Associations and Canadian Competition Law, Kluwer Competition Blog. Retrieved from http://kluwwercompetititon blog.com/2013
Metin,The Concept of Concerted Practice and Its Scope from the Perspective of Turkish and European Competition Law, Review of International Law and Politics *(RILP - An USAK Publication, Ankara), Vol. 2, No: 5, 2006, pp. 30-49.Retrived from* http://www.usak.org.uk
Munshi Samaduzzaman(2012) *Literature review: Managerial perceptions of the need for developing and implementing a competition law in Bangladesh*, *Business Management Dynamics*, Vol.2, No.5, Nov 2012, pp.12-21Retrived from www.bmdynamics.co

MyCC probing 25 cases under Competititon(March 2014), The Edge. Retrieved from http://www.theedgemalaysia.com/in-the -edge-financial-daily on 25/6/2014

Nederlandsche Baden-Industries Michelin NV V Commsion, 1983E.C.R.3461 Case No 322/81

Nelson Oly Ndubisi &Khurran Ikhthiar (2012) *Relationship between Entrepreneurship, innovation and performance: Comparing Small and Medium Enterprises, Vol14 Iss2pp 214-239*.Retrieved from www.emarldinsight.com/journal.htm?articleid=1705

Osman EROĞLU& Murat PIÇAK (2011) Entrepreneurship, National Culture and Turkey *International Journal of Business and Social Science Vol. 2 No. 16; September 2011*

Regional guidelines on Competition Policy ASEAN (2010) .Retrieved from http://www.aseansec.org/publication/ASEAN

Review of Recent Experiences in the formulation and Implementation of Competition Law and Policy in Selected Developing Countries(2005) . UNCTAD/DIT/CLP/2005/2 UNCTAD Retrieved from http://unctad.org

Schaper, M. T. (2010). Competition law, enforcement and the Australian small business sector. Small Enterprise Research, 17(1), 7-18.

Schaper, M. T.(2010), "Open competition and the entrepreneurial process." Proceedings of In *Rencontres de St-Gall 2010, Sep 6, 2010*, St. Gallen: Recontres de St-Gall 2010.Retrived from

Schaper,M.T.(2010) Open Competition and the entrepreneurial process, Australian Competition & Consumer Commission; Curtin University Business School. Retrived from http://www1.kmu.unisg.ch/rencontres/Renc2010/Topics_2010/C/Rencontres_2010_Topic_C_Schaper_f.pdf on 10/5/2014

Schaper,M.T.,A.Clear,andG.Baker. 2010 . "Competition policy and entrepreneurship development: some international comparisons."*European Competition Law Review* 31 (6): 226 230.

Shila Dorai Raj (2013), Helping SMEs understand competition law athttp://www.mycc.gov.my.Retrieved 29.10.2013

Shila Dorai Raj, Competititon Act – ignorance is no excuse, The Star ,Published Monday, March 11,2013.Retreived from the http://www.the star.com.my/Business/Business-News/2013/0 on 3/6/2014

Shila Dorai, Raj,(2013) *Helping SME understand Competition, The Star Online*. Retrieved fro http://www.the star.com.my/Business/Business-News/2013/0 on 24/1013

Shila DoraiRaj(2013), Competition in Malaysia: Enforcement and Challenges ,UMcRS Symposium,Kuala Lumpur 2013 itonLaw and doing Business in Malaysia at http://www.mycc.gov.my .Retrieved 19.8.2013

ShilaDoraiRaj(2013)Compet (2013), Competition in Malaysia: Enforcement and Challenges ,UMcRS Symposium,Kuala Lumpur 2013 itonLaw and doing Business in Malaysia at http://www.mycc.gov.my .Retrieved 19.8.2013

SME Information & Advisory Centre (SMIDEC)Retrieved from http://www.smidec.gov.my/ SME

SME's Development in Malaysia: Domestic and Global Challenges (Ali Salman Saleh & Nelson Oly Ndubisi)Retrieved from http://ideas.repec.org/p/uow/depec1/wp06-03.html

Social Entrepreneurship and Social Innovation Chapter 5, SMEs, Entrepreneurship and Innovation© OECD2010www.businessdictionary.comRetrievedfromhttp://www.businessdictionary.com/definition/innovation.html#ixzz337Cy1UCQ(28/5/14)

Strategy Plan for Competition Advocacy 2012-2014, Working Committee on Advocacy (WCA)(2011)

Tay ,Beng Chai & Lynette Yee Eun Ping(2013) Chapter 14,Malaysia,The Dominance and Monopolies Review, Law Business Research Ltd ,London ,UK

The 14th National SME Development Council Meeting, at Bangunan Perdana Putra,from The Sunday Mail Posted on 12 July 2013- 5.036am at http://www.thesundaily.my

The Cameron Highlands Floriculturist Association (2012),Case Number: MyCC/0003/201(ACA). Retrieved at http://www.mycc.gov.my

Wikipedia, the free encyclopedia. Retrieved from http://en.wikipedia.org/wiki/Trade _association

Williams (2013), Competition in Malaysia: Enforcement Challenges, Proceedings at *UMCoRS Symposium, Kuala Lumpur, Malaysia 23 April 2013*

World Economic Forum(2011), The Global Competitiveness Index 2011-2012,Rankings www.weforum.org

AUTHOR'S BIOGRAPHY

First Author's name Angayar Kanni Ramaiah, Senior Lecturer in Law with University Technology Mara currently based at the Faculty of Management in University Technology Mara Pulau Pinang. Area of interest for research is on Competition Law. She is a member of the Asian Competition Forum based in Hong Kong. She can be contacted via email kanni844@ppinang.uitm.edu.my or a_kanni@yahoo.uk .