



## Public Procurement, State Aid, Competition Law and Merger Control considerations

25 March 2020

The COVID-19 (Coronavirus) outbreak is presenting unprecedented challenges for businesses and public bodies across Europe. This briefing outlines the key considerations across public procurement law, State aid law, competition law and merger control for the weeks and months ahead. Prepared by our team of expert lawyers, we summarize the parameters in which businesses will need to operate in this challenging new landscape.

1. **Public Procurement Law** – as a result of the COVID-19 outbreak, there is an increased requirement, particularly from health authorities, for urgent purchases of essential goods and services. The EU procurement rules already provide a toolbox which Irish health authorities and other public bodies can readily use. This briefing explains how the procurement rules can be applied to purchasing decisions in the current crisis.
2. **EU State Aid Law** - we expect to see a rise in the number of COVID-19 related State aid notifications. The European Commission has already shown its willingness to act fast in approving the first COVID-19 related State aid scheme within 24 hours of notification and adopting a 'Temporary Framework' for the current crisis. This briefing outlines the key points businesses need to be aware of in relation to EU State aid.
3. **EU and Irish Competition Law** – the rules prohibiting anti-competitive agreements and abuses of dominance still apply. Some legitimate forms of cooperation are permitted but they are limited. Below we outline the rules and explain how to keep on the right side of the competition law line in the face of the COVID-19 emergency.
4. **Merger Control** – The European Commission and the Irish Competition and Consumer Protection Commission (**CCPC**) have both issued press releases encouraging businesses to delay merger filings where possible. There have been no changes to the current rules requiring merging parties to notify or to the statutory timelines for assessment of notified mergers though delays in the assessment of mergers are likely.



## Coronavirus and Public Procurement in Ireland: Not so novel

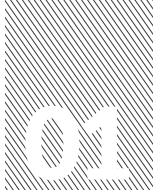
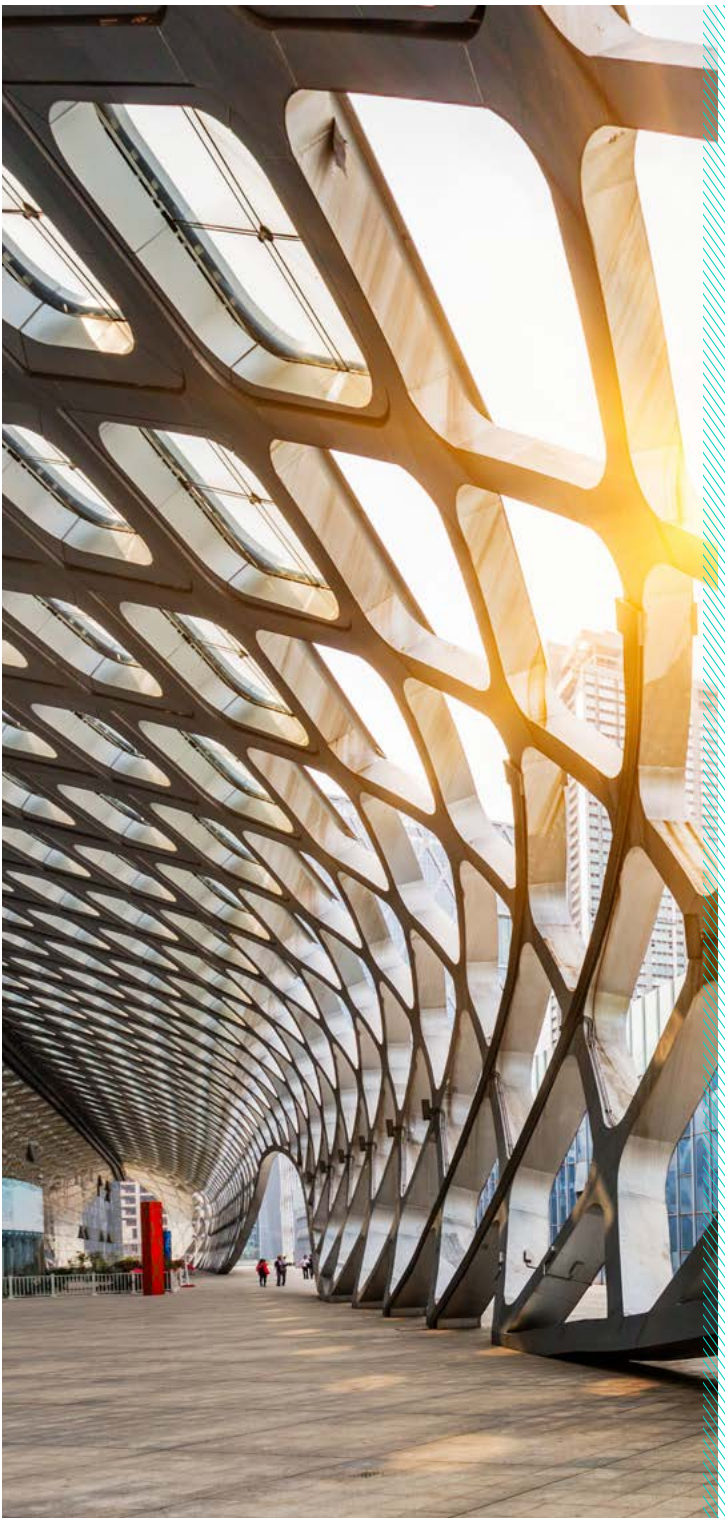
The COVID-19 (Coronavirus) outbreak has impacted businesses and governments across the globe. Governments and the European Commission are working at speed to address and support citizens in the current pandemic. There is an increased requirement for essential goods and services (particularly from health authorities) at short notice. The EU procurement rules already provide a toolbox which Irish health authorities and other public bodies can readily use to obtain urgently required goods and services so these issues are not novel in public procurement. There are in-built mechanisms that allow for accelerated procurements and direct awards for reasons of extreme urgency. This briefing outlines a range of issues that public bodies and suppliers are facing and outlines how the procurement rules can be used to address those issues.

### Expedited Procedures

The procurement rules contain mechanisms for authorities to buy necessary goods and services in cases of urgency. Those mechanisms include:

- **use of the negotiated procedure without prior publication** (i.e. direct award) - the negotiated procedure without prior publication can only be used in limited circumstances. The case law of the Court of Justice of the European Union has clarified on a number of occasions that the use of this procedure is exceptional and the circumstances justifying the use of the procedure will be interpreted narrowly. The circumstances which are relevant to COVID-19 are:

- » where the supplies, services or works can only be supplied by a particular supplier because competition is absent for technical reasons or to protect exclusive rights, including intellectual property rights, but only where no reasonable alternative or substitute exists and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement or
- » insofar as is strictly necessary where, for reasons of extreme urgency not attributable to the contracting authority and brought about by events unforeseeable by the contracting authority, the time limits specified for the open procedures or restricted procedures or competitive procedures with negotiation cannot be complied with

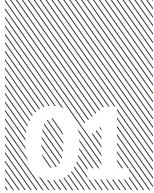
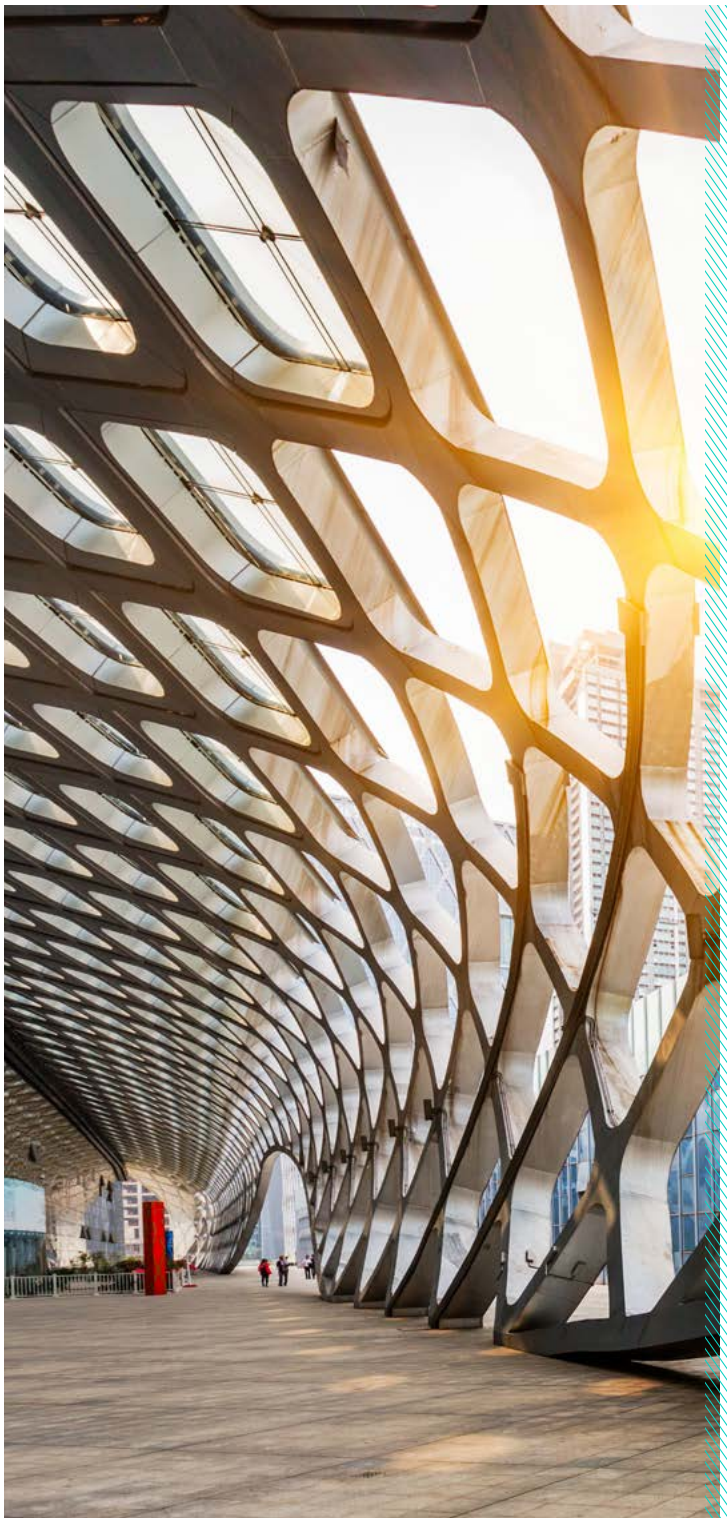


## Coronavirus and Public Procurement in Ireland: Not so novel

- **accelerated procedures under standard procedures where there is urgency** - the open procedure, restricted procedure or competitive procedure with negotiation can be accelerated where a state of urgency renders the minimum timescales impracticable. For example, under an accelerated open procedure, timescales can be reduced to 15 days for receipt of tenders. The public body is still however required to apply a minimum 14 day standstill period so in reality, the fastest an accelerated procedure would still involve a timeframe of at least a month. Unlike the negotiated procedure without prior publication, there is no specific requirement for the urgency to be unforeseeable or not attributable to the contracting authority. Public bodies are required to provide a justification for the use of the accelerated procedure in the contract notice
  - » for additional goods, services or works by the original contractor, irrespective of value, that have become necessary and were not included in the initial procurement where a change of contractor (i) cannot be made for economic or technical reasons and (ii) would cause significant inconvenience or substantial duplication of costs for the contracting authority provided any increase in price does not exceed 50% of the value of the original contract or framework agreement and a modification notice is published in the Official Journal of the European Union (OJEU)
  - » where the need for modification has been brought about by circumstances which a diligent contracting authority could not have foreseen provided the modification does not alter the overall nature of the contract and any increase in price does not exceed 50% of the value of the original contract or framework agreement and a modification notice is published in the OJEU
- **placing a call-off contract under an existing framework agreement or under an existing dynamic purchasing system (DPS)** - Ireland's Health Service Executive (HSE) already has a large number of framework agreements in place which should assist in expediting the purchase of critical supplies and services. The HSE has recently established a new DPS for authorised medicinal products marketed in the Republic of Ireland and this may assist in expediting procurements for critical medicines required during the pandemic
- **modifying existing contracts to obtain additional services or supplies** - it is possible for public bodies to modify (e.g. extend the scope or volume) existing contracts or framework agreements in a number of circumstances including:
  - » for additional goods, services or works by the original contractor, irrespective of value, that have become necessary and were not included in the initial procurement where a change of contractor (i) cannot be made for economic or technical reasons and (ii) would cause significant inconvenience or substantial duplication of costs for the contracting authority provided any increase in price does not exceed 50% of the value of the original contract or framework agreement and a modification notice is published in the Official Journal of the European Union (OJEU)
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### Bespoke Procedures for Health and Other Social Services

The procurement rules provide a "light touch regime" for specific health and other social services. The light touch regime permits public bodies to develop their own bespoke process or procedures provided that those procedures ensure compliance with the principles of transparency and equal treatment of economic operators. The contract must be advertised in the OJEU and timescales must be reasonable and proportionate.



## Coronavirus and Public Procurement in Ireland: Not so novel

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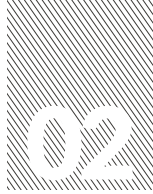
### Procurement Guidance on COVID-19

Ireland's Office of Government Procurement (OGP) and the HSE have published information on procurement and COVID-19. The OGP Information Note is available [here](#) and aims to support public bodies in managing their procurements during the pandemic. The Information Note advises public bodies to examine their supplier base and supply chain and to take appropriate action to ensure continuity of essential services. The Note outlines the circumstances where the negotiated procedure without prior publication can be used for above threshold procurements. The Information Note also reminds contracting authorities of their obligations to document the reasons for choosing a non-competitive procedure and to retain these for audit purposes. There are various reporting obligations under the Code of Practice for the Governance of State Bodies and Government circulars in relation to non-competitive procurements.

The procurement division of the HSE have put a HBS Procurement COVID-19 Customer Service single point of contact in place in order to manage the supply and replenishment of all personal protective equipment ([HBS COVID-19](#)). The HSE has also indicated that it is procuring in accordance with the guidelines outlined in the World Health Organisation Operational Support and Logistics Disease Commodity Packages which sets out specifications for various medical devices and commodities that may be procured during the COVID-19 pandemic.

### Remedies for Procurement Breaches

Irish law provides for a 30-day limitation period within which the process for review of a public contract EU procurement rules must be instigated. Such an application involves bringing a statutory form of judicial review proceedings in the High Court under Order 84A of the Rules of the Superior Courts. This is a strict time limit although the courts have discretion to extend it where there is "good reason". While there are currently some restrictions on the Irish courts system due to COVID-19, the 30-day limitation period (which is a statutory limitation period) still applies. However, the High Court may grant leave on the application of an intending applicant to extend the limitation period - a number of such applications have been made in the Irish courts (usually with the consent of both parties) and the Courts have generally been amenable to granting the extension.



## EU State Aid Law and COVID-19 – ‘we will do whatever it takes’

Governments around the world are giving financial support to many businesses to cope with the COVID-19 crisis. Businesses receiving this support appreciate the assistance during this troubling but temporary crisis. However, businesses must also be careful that the support from EU Member States and the UK (during its Brexit transition period) is lawful State aid. Otherwise, the support could be stopped suddenly by virtue of it being unlawful aid (e.g. following a complaint from a competitor) with businesses having to then repay to the EU Member State or the UK an amount equal to the value of the unlawful assistance plus interest.

### When is a business in receipt of State aid?

#### State aid is essentially

- the provision of State resources from an EU or UK Government in any form whatsoever (e.g., payments such as grants or not charging beneficiaries the full cost of loans or land)
- which is provided on a selective basis to some beneficiaries (i.e., not everyone in the same category receives the benefit)
- by favouring certain undertakings or the production of certain goods or services
- distorts competition
- in a way which affects trade between EU Member States.

#### Who administers the State aid rules?

The State aid system is primarily administered by the European Commission with appeals from the Commission’s decisions going to the Court of Justice of the European Union. The vast majority of State aid decisions are made by

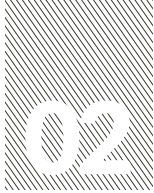
the Directorate General for Competition which is currently headed up by Commission Vice-President Margrethe Vestager.

#### Is all State aid banned?

No, the EU does not outlaw all State aid. Some forms of aid – dealing with, for example, earthquakes – are automatically lawful (**Automatically Deemed Lawful State Aid**). Most forms of aid, however, require prior approval by the European Commission before the aid may be provided (**Aid Capable of Approval**). Hence, for example, aid given by EU Member States during the Financial Crisis was Aid Capable of Approval which had to be approved by the Commission; such approval normally came with an obligation on the recipient to commit itself to an onerous restructuring plan.

#### What are the State aid rules?

The rules on State aid are primarily contained in Articles 107-109 of the Treaty on the Functioning of the European Union (TFEU). In essence, any State aid is unlawful unless it is Automatically Deemed Lawful State Aid under Article 107(2) or approved in advance by the European Commission where it is Aid Capable of Approval under Article 107(3).



## EU State Aid Law and COVID-19 – ‘we will do whatever it takes’

### Initial response to COVID-19

The State aid rules are usually applied quite strictly. However, the European Commission has reacted swiftly and decisively to the COVID-19 outbreak to relax – but not to switch-off – the State aid rules. On Friday, 13 March 2020, the European Commission signalled that “it will do whatever it takes” and indicated, for example, that it considered a Danish scheme to compensate organisers of certain events for losses suffered as involving lawful aid. You can read our earlier briefings on these events [here](#) and [here](#). Since then, the European Commission has moved fast and further.

### “State aid Temporary Framework to combat COVID-19 outbreak”

On Tuesday, 17 March 2020, Competition Commissioner Vestager announced that there would soon be a “Temporary Framework to Support the Economy in the Context of the COVID-19 Outbreak” (the **Temporary Framework**). By Thursday, 19 March 2020, it had been adopted. What took three weeks during the Financial Crisis was done in days during the COVID-19 crisis. The Temporary Framework permits certain forms of aid to deal with the crisis. It is based on Article 107(3)(b) of the TFEU which provides that “*aid to promote the execution of an important project of common European interest or to remedy a serious disturbance in the economy of a Member State*” may be permitted by the European Commission – the aid is not automatically lawful, it does require approval by the European Commission. The State aid rules are being relaxed so as to enable businesses to have continuity, but also to ensure that the EU’s unity and internal market are preserved. In [her statement on the draft proposal](#), Commissioner Vestager emphasised that rapid, decisive and

coordinated action would be essential in order to combat the impact of the COVID-19. She stated that the “*EU State aid rules provide a toolbox for Member States to take swift and effective action*”.

The two common goals of the Temporary Framework as outlined by Commissioner Vestager include:

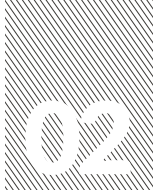
- that businesses have the liquidity to keep operating, or to put a temporary freeze on their activities, if necessary, and that support reaches the businesses that need it
- that support for businesses in one Member State does not undermine European unity during a crisis, because Member States have to be able to rely on the internal/single market to help the European economy weather the outbreak and recover going forward

The Commissioner commented that lessons learned in the implementation of the State aid framework in 2009 in the wake of the Financial Crisis will assist the Commission in the rapid implementation of the new Temporary Framework.

### Measures

The Temporary Framework include measures that will enable Member States to:

- set up schemes direct grants, selective tax advantages and advance payments of up to €800,000 (an increase from the €500,000 limit proposed by the Commission two days earlier) to a business to address urgent liquidity needs
- give subsidised State guarantees on bank loans taken out by businesses
- enable public loans with subsidised interest rates and



## EU State Aid Law and COVID-19 – ‘we will do whatever it takes’

- put in place safeguards for banks, recognising the important role of the sector to deal with the economic effects of the COVID-19 outbreak to channel aid to final customers, in particular small and medium-sized enterprises. The Temporary Framework makes clear that such aid is direct aid to the banks’ customers, not to the banks themselves and gives guidance on how to ensure minimal distortion of competition between banks

Businesses that entered into difficulty after 31 December 2019 would be eligible for aid under the Temporary Framework.

### Legal basis for the Temporary Framework

The Temporary Framework is based on Article 107(3)(b) TFEU. Article 107(3)(b) is applied in particularly severe economic situations and allows Member States to grant support to remedy a serious disturbance to their economy. Article 107(3)(b) is a different to the legal basis on which the Commission approved a recent [State aid scheme in Denmark](#). That scheme related to the compensation of organisers of events for loss caused by cancellations of large public events due to the coronavirus outbreak. That scheme was found to be compatible with EU State aid law under Article 107(2)(b), which provides that “aid to make good the damage caused by natural disasters or exceptional occurrences” are automatically “compatible with the internal market”. If aid could fall within Article 107(2)(b) then it does not need authorisation but the grounds will be more limited.

### Role of the Temporary Framework

The Temporary Framework applies in addition to measures already available to Member States under the State aid rules. So, it is an additional means of approving aid to businesses.

### Challenging State Aid

While Governments may be keen to provide State aid, it is quite possible that competitors of the beneficiaries (and others) may complain about the aid to the European Commission or even institute court proceedings in egregious cases. Therefore receiving the support may not be the end of the story where a competitor or other third party brings a challenge or complaint.

### Key takeaways for business on State aid

1. State aid is a feature of the COVID-19 crisis.
2. The European Commission is working towards issuing swift clearances for all necessary and appropriate aid to businesses to try to cope with COVID-19.
3. The European Commission has approved individual aid schemes but has also adopted a Temporary Framework to approve automatically certain specified schemes generally – the Framework has higher ceilings for aid to business than originally proposed and was adopted in days unlike the equivalent measure in the Financial Crisis which took weeks to adopt.
4. Businesses may receive lawful State aid and should check whether the assistance they are receiving is lawful.
5. Businesses whose competitors are receiving unlawful aid can complain about, and challenge, the aid.
6. So Governments deciding to give aid is not the end of the story so business executives would be prudent to double-check the legality of the support.



## EU and Irish Competition Law - it continues to apply during COVID-19 (subject to limited exceptions)

In Ireland, under the combined EU and Irish competition law rules, it is an offence to enter into an anti-competitive agreement or to abuse a dominant position. A breach of these two key principles can lead to fines (up to the greater of €5 million or 10% of worldwide turnover) and imprisonment (up to 10 years where the offence is a cartel) and other consequences such as the invalidity of agreements and damages for harm caused by such infringements. In addition, consumer protection law prohibits conduct such as misleading commercial practices – a breach of these requirements is also an offence with significant sanctions.

The COVID-19 pandemic has not affected or altered the continued application of these competition (or consumer protection law) rules in Ireland. Businesses engaging in anti-competitive or abusive conduct can expect ongoing (and, in the case of certain sectors of high importance, potentially amplified) regulatory scrutiny, as well as the risk of financial penalties, personal implications (e.g., the disqualification of directors) and reputational harm.

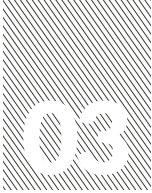
### Anti-Competitive Agreements and Concerted Practices – Impact of COVID-19

The economic and social uncertainty caused by COVID-19 may increase the temptation for businesses and their employees to find ways to co-operate with their competitors or third parties to restrict competition (e.g. by agreeing prices with others in the industry). There may also be opportunities for businesses and their employees to coordinate their behaviour through trade associations. While the European Competition Network (of which the CCPC is a member) has indicated that it will not actively intervene in the case of necessary and temporary measures (e.g., cooperation initiatives) which are put in place in order to avoid a shortage of supply of products (view [here](#)), Irish competition legislation remains unaltered and ongoing vigilance

by businesses and employees is needed to avoid future enforcement action by the CCPC or the European Commission.

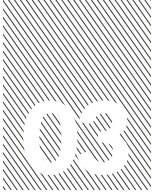
- Parties should not exploit the current circumstances by entering into any agreement with competitors involving the fixing of prices, the limitation of sales/output, the sharing of markets/sources of supply or other actions which have as their object or effect the restriction of competition. Equally, other unjustifiable forms of collusive conduct with competitors (falling short of formal agreements) should be avoided
- Notwithstanding the desire to respond promptly to rapidly evolving market circumstances, businesses should note that exchanges of competitively sensitive information with competitors on issues such as price, quantities, marketing plans etc. raise competition concerns, even where these exchanges occur via third parties or through trade associations. Industry-wide discussions/conference calls on COVID-19 at trade association forums are particularly relevant (hence the importance of always having a written agenda, avoiding the exchange of competitively sensitive information, taking minutes, walking away in the event of anti-competitive conduct and seeking legal advice)





## EU and Irish Competition Law – it continues to apply during COVID-19

- There are only very limited exceptions from the prohibition on anti-competitive agreements, decisions and concerted practices. While the thresholds necessary to rely on these exceptions are high (requiring, for example, that consumers receive a fair share of the resulting benefit and that undertakings are not afforded the possibility of eliminating competition in respect of a substantial part of the products or services concerned), competition agencies may now be more willing to accept that certain forms of essential cooperation between undertakings (e.g., in order to prevent shortages of supply of necessary products) produce pro-consumer efficiencies which would warrant reliance on these exceptions. Prior engagement with regulators is advised if reliance on any exemptions is contemplated
- The CCPC can declare certain categories of agreement to be exempt from the prohibition in certain circumstances but there have been none so far. For example, Iceland's Competition Authority (but not Ireland's CCPC) has already acted to grant a trade association representing members of the tourism industry a temporary exemption from anti-collusion rules to enable members to collaborate on ways to reduce customer cancellations and increase demand (albeit without permitting the discussion of pricing or business terms)
- In court proceedings for anti-competitive or abusive conduct, Irish competition law provides that it is a good defence to prove that the acts concerned were done as a result of a direction given by a statutory body. This is only a defence to court proceedings and is, at this stage, of very limited and uncertain application
- The CCPC has a dual competition and consumer protection mandate. The CCPC may pursue businesses for breaches of consumer protection law (e.g., misleading advertising) if it proves to be a better enforcement tool. This would be similar to other jurisdictions, including in Italy, where the Competition Authority has already taken action to suspend the online sale of an anti-viral drug which was falsely marketing itself as the sole remedy to combat COVID-19
- The Government may decide to legislate to deal with specific competition and consumer protection issues arising from the COVID-19 outbreak (e.g. as it did in relation to grocery goods and in relation to the merger control regime in 2008 in response to the global Financial Crisis). Although this power has not yet been invoked, the Government retains the ability under Irish consumer protection legislation to declare a state of emergency in respect of the supply of a particular product and to fix the maximum price at which that product may be supplied to consumers. While unusual, it would be consistent with recent actions which have been taken in France to cap the wholesale and retail price of hand gels



## EU and Irish Competition Law – it continues to apply during COVID-19

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### Abuse of Dominance – Impact of COVID-19

Any attempts by businesses to unfairly exploit their market power in the currently volatile market conditions are likely to meet with vigorous resistance from competition regulators. In this regard:

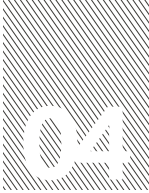
- Businesses in a dominant position should avoid excessive pricing, in particular in relation to products experiencing high levels of consumer demand. This has already become an area of focus for national competition agencies, with the Italian Competition Authority having launched investigations into “unjustified and substantial” increases in the price of hand sanitizers and masks on parties in Italy. Equally, the UK’s Competition and Markets Authority has signalled its intention to adopt an activist approach where businesses engage in excessive pricing, including by taking direct enforcement action and by advising Government on the potential for price regulation
- Businesses should bear in mind that attempts to leverage their dominant position in relation to high demand products, for example by making supply conditional on the purchase of other products in respect of which they enjoy a less favourable competitive position (i.e. “tying” or “bundling”) are likely to face heightened scrutiny by competition regulators. The willingness of regulators to pursue abusive conduct can be seen in dawn raids by the Korean Fair Trade Commission on businesses suspected of engaging in the illegal product bundling of face masks

- A refusal by a dominant undertaking to supply a product without objective justification is likely to entail material competition risk. In this regard, the Polish Competition Authority has already indicated its intention to invoke competition provisions in response to the termination by wholesalers of hospital contracts for the supply of personal protective equipment, with a view to obtaining higher prices elsewhere

### Competition proceedings in the European Courts and the Irish Courts – response to COVID-19

Hearings listed before the Court of Justice of the European Union until 3 April 2020 have been adjourned and prescribed time limits in ongoing proceedings before the Court of Justice (as well as time limits to be fixed by the registry) have been extended by one month with effect from 19 March 2020. The Court has noted that while judicial activity continues, priority will be given to urgent, expedited and interim proceedings. The General Court has also indicated that it will prioritise urgent cases and that time limits to be fixed by the registry will be adapted in order to reflect legitimate difficulties that are being faced by parties to proceedings. The Irish Courts have also taken action to ensure the adjournment of non-essential proceedings

**Summary for businesses** – competition (and consumer protection) law continues to apply in full to conduct irrespective of COVID-19 so it is important to maintain compliance with those rules (even if Government and the European Commission may look at wider measures to respond to the emergency which may have some effect on aspects of those rules).



## EU and Irish Merger Control – expect possible delays

### European Commission – Response to COVID-19

Where a transaction must be notified to the European Commission under the EU Merger Regulation, DG COMP has encouraged the merging parties to delay the submission of the merger notification until further notice. It is also temporarily accepting e-filings and permitting the delivery of hard copy originals to be arranged at a later time. It is currently unclear to what extent (if any) the timelines for ongoing merger cases will be affected and no emergency amendments to the formal merger review timetable have as yet been announced by the Commission. (View [here](#))

### Ireland – Response to COVID-19

Mergers that meet turnover thresholds are subject to a mandatory notification requirement in Ireland (in brief, (i) merging parties with combined turnover in Ireland of at least €60 million and each of 2 of the merging parties with turnover in Ireland of at least €10 million, or (ii) a media merger). It is an offence not to notify the CCPC where required and parties are prohibited from putting such mergers into effect unless and until merger clearance has been obtained.

While notification requirements for credit institution mergers were altered in 2008 in response to the global Financial Crisis, there have been no amendments to merger control legislation to date as a result of COVID-19.

The CCPC has issued a press release saying that the collection of customer, competitor and supplier information for the assessment of notifiable mergers is likely to be challenging over the coming weeks due to COVID-19. As a result, the CCPC is encouraging notifying parties, where possible, to delay filing planned merger notifications until further notice. Where it is not possible to delay notifications, the CCPC has requested that notification forms and all supporting

documents be submitted in electronic format (and one hour earlier than the standard submission deadline) due to the reduced presence of staff at CCPC premises. (View [here](#)).

With CCPC officials now largely working from home and with merging parties and third parties less likely to be able to respond as quickly as usual to queries and document requests from the CCPC, there may be a slowing of the merger assessment process. In view of the statutory timelines by which the CCPC is bound, there may be more formal requests for information by the CCPC (possibly combined with extension requests by notifying parties) resulting in extended assessment periods.

**Summary for businesses** – merger control requirements continue to apply irrespective of COVID-19, they are unlikely to change in principle and it is important that mergers requiring approval are not put into effect until such approval has been obtained. However, the processes for assessment of notifications is slowing and merging parties are encouraged to delay notifications where possible.

## Key takeaways across State Aid, Procurement, Competition and Merger Control Law

- Governments deciding to give aid is not the end of the story and business executives would be prudent to double-check the legality of support offered
- The EU procurement rules already provide a toolbox which Irish health authorities and other public bodies can readily use to obtain urgently required goods and services
- The EU and Irish competition law rules still apply in full in Ireland and continued compliance with competition law by businesses and employees is needed to avoid future enforcement action by the CCPC or the European Commission
- Businesses finalising transactions should bear in mind that both the CCPC and the European Commission have encouraged parties to delay merger filings where possible. Currently, businesses may still submit filings but delays should be expected given the pressures under which everyone (including the agencies) are working
- The overall legislative picture in Ireland is changing (including the potential effect of the Health (Preservation and Protection and Other Emergency Measures in the Public Interest) Bill 2020 which, having been passed by both houses, has been signed into law by the Irish President and which is designed to make exceptional provision in the public interest to mitigate the effect of the spread of Covid-19. While mainly related to Health legislation, we will continue to monitor developments in Ireland as they affect competition and procurement matters in Ireland
- Many competition agencies around the world have indicated a practical approach towards co-operation among competitors during this time of crisis where it is necessary. This approach is subject to conditions and businesses should therefore seek advice to ensure that the correct procedures are put in place

If there are any issues relating to the impact of COVID-19 which you would like to see dealt with in future editions, please contact any member of the [EU, Competition and Procurement team](#).

*Disclaimer: A&L Goodbody 2020. The contents of this document are limited to general information and not detailed analysis of law or legal advice and are not intended to address specific legal queries arising in any particular set of circumstances.*

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