

**Memorandum of Understanding**

**BETWEEN**

**The COMPETITION BUREAU  
as represented by the Commissioner of Competition  
(the "Bureau")**

**AND**

**BUSINESS PRACTICES AND CONSUMER PROTECTION AUTHORITY of BRITISH  
COLUMBIA, dba CONSUMER PROTECTION BC  
as represented by the President and CEO  
("Consumer Protection BC")**

## **Purpose**

Consumer Protection BC and the Bureau wish to acknowledge their important relationship and recognize that cooperation can contribute to improved delivery of Consumer Protection BC's and the Bureau's (the "**Participants**") respective mandates.

## **Introduction**

Consumer Protection BC is a statutory authority established pursuant to the *Business Practices and Consumer Protection Authority Act*.

The government of British Columbia has delegated responsibilities to Consumer Protection BC that include delivering consumer protection services through British Columbia, promoting fairness and understanding in the marketplace, and administering and enforcing the *Business Practices and Consumer Protection Act*, the *Cremation, Interment and Funeral Services Act*, the *Motion Picture Act* and a variety of associated consumer protection regulations.

Consumer Protection BC is a not-for-profit corporation, governed by a Board of Directors that protects consumers and encourages a fair marketplace in British Columbia.

The Bureau is an independent law enforcement agency that ensures that Canadian businesses and consumers prosper in a competitive and innovative marketplace. Headed by the Commissioner of Competition, the Bureau is responsible for the administration and enforcement of the *Competition Act*, the *Consumer Packaging and Labelling Act* (except for enforcement as it relates to food), the *Textile Labelling Act* and the *Precious Metals Marking Act*.

## **Understanding**

Each Participant plays an important role in fostering a fair marketplace and competition for the benefit of consumers and the economy in British Columbia and Canada. The Participants establish this Memorandum of Understanding (the "**MOU**") to advance their mutual interests and to develop a framework for cooperation to assist in the delivery of their mandates.

To achieve the purpose of this MOU, each Participant will promote the benefits of, and encourage, cooperation with the other Participant throughout all levels of its organization.

Where possible, and subject to their respective confidentiality obligations, the Participants will:

1. Refer consumer complaints or inquires deemed to be in the other participant's jurisdiction. Where available, each referral may include the following:
  - A. The name, phone number and email address of the consumer whom the Authority or the Bureau is referring, when provided by the consumer;
  - B. The name and type of business with which the consumer was dealing, when provided by the consumer;
  - C. The date, location and nature of the dispute with the business, when provided by the consumer;
  - D. The organization's legal authority to collect the information requested;
  - E. The affirmation from the consumer of the possible subsequent disclosure of the requested information to a third-party organization; and

- F. Any additional information that may assist in the evaluation/validation of the disclosure of the information (e.g. any deadline linked to the information);
2. Notify each other with respect to matters of mutual interest under the *Competition Act*, the *Business Practices and Consumer Protection Act*, or other statutes enforced and/or administered under the Participants' respective jurisdictions, and exchange timing and other procedural information related to these matters;
3. Regularly share information related to enforcement, strategic priorities, marketplace trends, policy and matters that may be of mutual interest;
4. Participate in knowledge transfer sessions to increase expertise in areas of mutual interest related to the laws the Participants administer and/or enforce, including, where appropriate, information obtained from international bodies related to consumer protection or competition issues;
5. Coordinate communications (e.g. news releases and consumer alerts), where appropriate, on consumer protection and competition matters; and
6. Meet semi-annually to discuss the items enumerated above and to explore further opportunities for cooperation and coordination.

### **Confidentiality**

The Participants will not exchange information if doing so would contravene any relevant legislation, international instrument, policy or guidance document. Each Participant will maintain the confidentiality of any information obtained from the other and will notify the other should it receive a request from a third party for disclosure of such information.

Neither Participant will disclose any confidential information obtained from the other Participant to any third party, without the written consent of the other Participant, except as required by law.

Where disclosure is required by law, the Participant required to disclose the confidential information will give notice to and consult with the other Participant on how to protect their interests and the interests of any third party whose information is to be disclosed. The Participant will give this notice as soon as it becomes aware of the disclosure requirement.

A Participant may, for a purpose different from that for which the information was initially obtained, use information provided by the other Participant provided the subsequent use is (at the time of the subsequent use) authorized under this MOU, and any other applicable law.

### **Accuracy**

Each Participant will make every reasonable effort to ensure that all information provided to the other Participant is accurate, complete and up-to-date.

### **Coming Into Force and Duration**

This MOU will come into force on the date of last signing.

**Amendments**

Any provision of this MOU may be modified at any time with mutual consent of the Participants by an exchange of letters between the persons occupying the position of the signatories to the MOU.

**Termination**

Either Participant may terminate the MOU 30 days after providing written notice to the other Participant. Any files containing information obtained under the MOU will continue to be maintained by the Participants in compliance with the confidentiality provisions of the MOU.

**Signatories**

**Agreed to on behalf of Consumer Protection BC:**

  
\_\_\_\_\_  
**Rob Gialloredo**  
President and CEO  
Consumer Protection BC

17. JAN. 2018  
Date

**Agreed to on behalf of the Bureau:**

  
\_\_\_\_\_  
**John Pecman**  
Commissioner of Competition  
Competition Bureau

Jan. 17/18  
Date