

**Memorandum of Understanding**  
**between**  
**the Ministry of Government and Consumer Services, Province of Ontario**  
**and the Commissioner of Competition of the Competition Bureau**

**Introduction**

The Ontario Ministry of Government and Consumer Services (the "Ontario Ministry") and the Competition Bureau (the "Bureau") wish to acknowledge their important relationship and to recognize that cooperation can contribute to improved delivery of each of the Ontario Ministry's and the Bureau's (the "Participants") respective mandates.

The Ontario Ministry's mandate is to educate, protect and serve Ontario consumers by ensuring a fair, safe and informed marketplace. The Ontario Ministry is dedicated to providing modern information services, as well as regulatory practices that serve the interests of Ontarians while contributing to a competitive economy. The Ontario Ministry administers and enforces the *Consumer Protection Act* and other consumer protection and public safety legislation.

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 innovation and competition for the benefit of consumers and the economy in Ontario 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:

- a) notify each other with respect to matters of mutual interest under the *Competition Act*, the *Consumer Protection Act* or other statutes enforced and administered under their respective jurisdictions, where such matters could be enforced by each Participant

under its mandate, and exchange timing and other procedural information related to these matters;

- b) regularly share information related to enforcement, strategic priorities, marketplace trends, policy and matters that may be of mutual interest;
- c) participate in knowledge transfer sessions to increase expertise in areas of mutual interest related to the laws they enforce, including, where appropriate, information obtained from international bodies related to consumer protection or competition issues;
- d) coordinate communications, where appropriate, on consumer protection and competition matters; and
- e) 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.

### Conclusion

This MOU will be in effect from the date of the final signature. Either Participant may terminate this MOU by providing written notice to the other Participant at least 30 days in advance. This MOU may be amended upon the mutual written consent of the Participants.

Wendy Tilford  
Wendy Tilford  
Deputy Minister  
Ministry of Government and  
Consumer Services

Feb 19, 2015  
Date

John Pecman  
John Pecman  
Commissioner of  
Competition

March 10/15  
Date