

COOPERATIVE ENFORCEMENT AGREEMENT ON CONSUMER RELATED MEASURES

BETWEEN:

The Governments of Canada, Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Newfoundland and Labrador, the Northwest Territories and the Yukon Territory.

WHEREAS the Parties entered into the Agreement on Internal Trade which came into effect on July 1, 1995 which included under Article 808 a requirement for the Consumer Measures Committee to report to the Committee of Ministers responsible for consumer-related measures and standards on any agreement that the Parties might conclude on matters relating to consumer-related measures and standards;

AND WHEREAS the Parties recognize that activities may occur within the jurisdiction of one Party that affect consumers residing in another Party's jurisdiction;

AND WHEREAS the Parties recognize that coordination and cooperation among them will result in a more effective resolution of their mutual interests than independent action;

THEREFORE, the Parties agree as follows:

PURPOSE

1. The purpose of the Cooperative Enforcement Agreement on Consumer Related Measures is to facilitate the administration and enforcement of those statutes or parts thereof identified in the Schedule and to ensure that the Parties undertake to use their best efforts to respond to requests for cooperation subject to available resources and applicable legislation.

DEFINITIONS

2. In the Cooperative Enforcement Agreement on Consumer Related Measures, terms defined in the Agreement on Internal Trade and used in this Agreement have the meaning attributed to those terms in the Agreement on Internal Trade, and the following additional terms have the following meanings:

"CEA" means this Cooperative Enforcement Agreement on Consumer Related Measures including its Schedule.

"Investigation" means any measure undertaken by a Party to obtain information for the purpose of determining whether a person regulated by any statute listed in the Schedule has complied with or contravened any statute listed in the Schedule.

"Request for cooperation" includes, but is not limited to, a request for:

- i. assistance in the administration or enforcement of a statute listed in the Schedule;
- ii. assistance related to the enforcement of a judgment, order, conviction or fine under a statute listed in the Schedule; or

- iii. information respecting a person regulated by any statute listed in the Schedule that relates to:
 - A. business registrations,
 - B. business names, corporations or partnerships,
 - C. location of assets,
 - D. location of business records,
 - E. number and types of complaints against that person,
 - F. bonds and bond claims, and
 - G. financial information on a particular business other than that collected as part of a business registration process.

"Requesting authority" means a person who has investigative authority under a statute listed in the schedule who makes a request for cooperation.

"Responding authority" means a person who has investigative authority under a statute listed in the schedule to whom a request for cooperation has been made

REQUESTING PROCESS

3. A request for cooperation may be made by a requesting authority to the responding authority in writing, or in such other form as is acceptable to the responding authority, and shall be in accordance with the provisions of section 4.

4. A request for cooperation shall be as specific as possible about the nature of the activities and their effect on the interests of the requesting authority and shall include an offer of such further information and cooperation as the requesting authority is able to provide. In particular, the request shall include:

- a) the name of the requesting authority and the name, position, telephone number and facsimile number of the official of the requesting authority making the request; and
- b) the desired time period for a response.

5. Parties shall keep a record of all of the requests for cooperation of their requesting authorities as well as the responses received and shall report to the Committee on Consumer Related Measures and Standards in accordance with section 12.

RESPONDING PROCESS

6. A responding authority shall use its best efforts, subject to its available resources and applicable legislation, to respond within ten working days of receipt of the request by:

- a) fulfilling a request for cooperation or indicating the time period within which the request will be fulfilled; or
- b) advising the requesting authority of its inability to fulfill the request for cooperation.

LIMITATION

7. In fulfilling a request for information, a responding authority may impose limitations on the use of the information.

CONSENT

8. A requesting authority may not disclose to a third party information obtained from the responding authority without the written consent of the responding authority.

NOTIFICATION PROCESS

9. To the extent permitted by the laws and policies of its jurisdiction, each Party will use its best efforts to provide notice to any other Party of all investigations commenced respecting a person regulated by any statute listed in the Schedule, if there is reason to believe that the person that is the subject of the investigation is carrying on business in the jurisdiction of that other Party, or that the activities of that person, affects the interests of that other Party.

LIABILITY

10. A Party that supplies information pursuant to the CEA shall not be considered to warrant the accuracy, completeness or currency of such information and the Party shall not be liable for any action taken as a result of the supply of such information.

INDEMNITY

11. Where a Party makes a request for cooperation of the type described in sub-paragraph (i) or items E or G of sub-paragraph (iii), of the definition "request for cooperation" in section 2 of the CEA, that Party shall indemnify and hold harmless the Party of the responding authority against any and all claims arising from the Party of the requesting authority's use of that information.

ANNUAL REPORT

12. The Parties shall each year provide a report to the Committee on Consumer Related Measures and Standards reviewing the activities carried out under the CEA, and making any recommendations for modification of the CEA including the Schedule. The Committee on Consumer Related Measures and Standards may propose modifications, as it deems necessary.

FRENCH AND ENGLISH VERSION

13. The CEA has been made and executed in English and French and both versions are equally authoritative.

AMENDMENTS

14. Except for the Schedule, any amendments to the CEA shall require the consent in writing of each Party.

HEADINGS

15. The headings are for convenience of reference only and do not affect the meaning or application of the CEA or any provision contained herein.

ACCESSION AND WITHDRAWAL

16. A new province or territory may accede to the CEA on such terms agreed to by all Parties.

17. A Party may withdraw from the CEA twelve months after it gives written notice to all other parties.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this legally verified and authentic text of the Agreement.