



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COMPETITION AND CONSUMER COMMISSION OF SINGAPORE
AND THE COMMISSIONER OF COMPETITION, COMPETITION BUREAU CANADA
REGARDING THE APPLICATION OF COMPETITION
AND CONSUMER LAWS**

**THE COMPETITION AND CONSUMER COMMISSION OF SINGAPORE (“CCCS”)
AND THE COMMISSIONER OF COMPETITION, COMPETITION BUREAU CANADA (THE
“COMMISSIONER OF COMPETITION”), hereinafter collectively referred to as the
“Participants”, and individually referred to as the “Participant”;**

CONSIDERING that cooperation in enforcement activities and coordination of such activities may result in a more effective resolution of their respective national competition and consumer law concerns than would be attained through independent action;

CONSIDERING that it is in their common interest to cooperate and to share information to the extent consistent with their respective national law, interests and reasonably available resources; and

CONSIDERING that each Participant shall respect the other Participant’s independence in the performance of its functions and duties pursuant to its national competition and consumer laws.

HAVE COME to the following understanding:

PURPOSE

1. The purpose of this Memorandum of Understanding (“MOU”) is to promote cooperation and coordination between the Participants in the application of their respective national competition and consumer laws.

DEFINITIONS

2. For the purpose of this MOU:
 - (a) “competition laws” means:
 - (i) for the Commissioner of Competition, legislation and regulations as set out as follows:
 - (A) *Competition Act, R.S.C. 1985, c. C-34* except for sections 52 through 60 and Part VII.1; and
 - (B) *Notifiable Transactions Regulations, S.O.R. 87-348,*

and

- (ii) for the CCCS:
 - (A) *the Competition Act (Cap. 50B)* and its implementing regulations
 - (iii) for both Participants:
 - (A) any amendments to those laws and regulations and such other laws or regulations the Participants may jointly decide upon in writing to be “competition laws” for the purposes of this MOU;
- (b) “consumer laws” means:
- (i) for the Commissioner of Competition:
 - (A) legislation and regulations as set out as follows:
Competition Act, R.S.C. 1985, c. C 34 sections 52 through 60 and Part VII.1;
 - (ii) for the CCCS:
 - (A) *the Consumer Protection (Fair Trading) Act (Cap. 52A)* and its implementing regulations,
 - (iii) For both Participants:
 - (A) any amendments to those laws and regulations and such other laws or regulations as the Participants may jointly decide upon in writing to be “consumer laws” for the purposes of this MOU;
- (c) “enforcement activity” means any enquiry, inquiry, investigation or proceeding conducted by a Participant in relation to the application of its respective national competition laws and consumer laws.

NOTIFICATION

3. Subject to paragraphs 11 to 15 of this MOU, the Participants will notify each other with respect to their enforcement activities that the notifying Participant considers likely to materially affect the interests of the other Participant.
4. Provided that it is not contrary to the national law of the notifying Participant, and does not materially affect any enforcement activity being carried out by the notifying Participant, notification pursuant to paragraph 3 will be given as promptly as possible when the notifying Participant becomes aware that its enforcement activities are likely to materially affect the interests of the other Participant.

5. Once a particular matter has been notified, the notifying Participant is not obliged to make subsequent notifications on that same matter unless the notifying Participant becomes aware of new information relating to that same matter which it considers likely to materially affect the interests of the notified Participant, or unless the notified Participant requests otherwise.
6. The Participants will ensure that notifications include the subject matter and purpose of the enforcement activities and the applicable provisions of their respective national competition laws and consumer laws to which the enforcement activities relate, and will endeavour to include any other relevant information relating to the enforcement activities in the notifications.

COOPERATION AND COORDINATION IN ENFORCEMENT ACTIVITIES

7. When the Participants are pursuing enforcement activities with regard to the same or related matters, they will endeavour to coordinate such enforcement activities when it is appropriate and practicable. Such coordination will be carried out in a manner which is consistent with the Participants' respective national law, and subject to the availability of their respective resources.
8. The Participants understand that it is in their common interest to work together in technical cooperation initiatives related to competition and consumer law enforcement and policy. Subject to the availability of their respective resources, these initiatives may include such forms of technical cooperation the Participants may jointly decide are appropriate for the purposes of this MOU such as research, capacity building, training courses, seminars or workshops, exchanges of staff and other similar cooperation on a bilateral basis or in collaboration with other competition or consumer protection authorities and international organizations.

MEETINGS

9. The Participants will meet periodically, as necessary, to:
 - (i) exchange information on their enforcement efforts and priorities in relation to their respective national competition laws and consumer laws;
 - (ii) exchange information on economic sectors of common interest;
 - (iii) discuss changes to their respective national competition laws and consumer laws that may be under consideration;

- (iv) discuss competition and consumer protection advocacy initiatives;
 - (v) discuss the content of, and arrangements for, technical cooperation initiatives that they have jointly decided to establish; and
 - (vi) discuss other matters of mutual interest relating to the application of their respective national competition laws and consumer laws or the operation of this MOU.
10. The Participants may meet or communicate in person or by any technological means available.

EXISTING LAWS AND CONFIDENTIALITY OF INFORMATION

11. Nothing in this MOU will require a Participant to take any action, or to refrain from acting, in a manner inconsistent with its national law, or to effect any change in its national law.
12. A Participant will not communicate information to the other if such communication is prohibited by the national law of the Participant possessing the information, or would be incompatible with the interests of the Participant possessing the information in the application of its national competition laws and consumer laws.
13. Each Participant which receives non-publicly available information from the other Participant under this MOU will use the information only for the purpose of the administration and enforcement of its national competition laws and consumer laws, unless written consent to do so is given by the Participant providing the non-publicly available information, or unless provided for or required by the national law of the Participant receiving non-publicly available information. When the receiving Participant intends to use non-publicly available information provided by the other Participant for purposes other than the administration and enforcement of its national competition laws and consumer laws, the receiving Participant will notify the other Participant.
14. The degree to which a Participant communicates information to the other Participant under this MOU may be subject to, and dependent upon, the acceptability of the assurances given by the other Participant with respect to confidentiality and with respect to the purposes for which the information will be used.

15. Each Participant will, subject to its administration and enforcement of its national competition laws and consumer laws:
- (i) maintain the confidentiality of any non-publicly available information communicated to it by the other Participant; and
 - (ii) oppose any request by a third party for communication of such confidential information, unless the Participant which provided the confidential information consents in writing to its communication, or the Participant which received the confidential information is required or permitted by its national law, to disclose such confidential information.

COMMUNICATIONS UNDER THIS MOU

16. Each Participant will notify the other Participant of their respective designated contact points to facilitate communications under this MOU. The Participants understand that the working language will be English.
17. The Participants will appoint the following liaisons for the purpose of facilitating communications under this MOU:
- (i) For the CCCS:
International, Communications and Planning Division
 - (ii) For the Commissioner of Competition:
International Affairs Directorate

INTERPRETATION AND APPLICATION

18. The Participants will resolve any difference in the interpretation or application of this MOU through consultations in a timely and practicable manner as circumstances permit.

STATUS

19. Nothing in this MOU is intended to create legally binding obligations.

FINAL PROVISIONS

20. This MOU will come into effect on the date of its final signature by the Participants.
21. The Participants may amend this MOU upon their mutual written consent.

22. Either Participant may terminate this MOU by giving a 60-day written notice to the other Participant.
23. The Participants understand that, unless otherwise terminated, this MOU will apply to their successor.
24. The Participants may make supplementary arrangements to implement this MOU upon their mutual written consent.

SIGNED in duplicate, at *Gatineau* this *16th* day of *September* 2019, in the English and French languages, each version being equally valid.



**FOR THE COMPETITION
AND CONSUMER COMMISSION
OF SINGAPORE**



**FOR THE COMMISSIONER
OF COMPETITION,
COMPETITION BUREAU CANADA**