The purpose of this Memorandum of Understanding (MOU) is to strengthen communication between the Australian Competition and Consumer Commission (ACCC) and the Department of Health of Canada to promote mutual cooperation in the field of consumer protection and respect for the consumer. The MOU aims to enhance the understanding of the importance of timely and effective communication and to facilitate the sharing of information and expertise.

The purpose of the ACCC and the Department of Health of Canada (Health Canada) are to protect and promote the interests of consumers by ensuring fair and competitive markets, protecting the rights of consumers, and by ensuring that goods and services are safe, reliable, and of high quality.

The MOU will promote mutual cooperation between the ACCC and Health Canada in the field of consumer protection and respect for the consumer. The MOU will facilitate the sharing of information and expertise, and will enhance the understanding of the importance of timely and effective communication.
CONFIDENTIALITY

1. The Participants may disclose Confidential Information to the other Participant and to their respective employees or agents who need to know such Confidential Information in order to perform their respective obligations under this NOL.

2. The Participants will use reasonable efforts to ensure that any Confidential Information disclosed by them is not disclosed by the Participant to any other person or entity without the prior written consent of the other Participant.

3. Confidential Information received from the other Participant or disclosed by it shall be used only in connection with the performance of duties under this NOL and shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the other Participant.

4. The Participants may disclose Confidential Information to their respective representatives and employees for the purpose of performing their respective obligations under this NOL.

5. Confidential Information received from the other Participant or disclosed by it shall be used only for the purpose of performing duties under this NOL and shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the other Participant.

6. The Participants will use reasonable efforts to ensure that any Confidential Information disclosed by them is not disclosed by the Participant to any other person or entity without the prior written consent of the other Participant.

7. Confidential Information received from the other Participant or disclosed by it shall be used only in connection with the performance of duties under this NOL and shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the other Participant.

8. The Participants may disclose Confidential Information to their respective representatives and employees for the purpose of performing their respective obligations under this NOL.

9. Confidential Information received from the other Participant or disclosed by it shall be used only for the purpose of performing duties under this NOL and shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the other Participant.

10. The Participants will use reasonable efforts to ensure that any Confidential Information disclosed by them is not disclosed by the Participant to any other person or entity without the prior written consent of the other Participant.

11. Confidential Information received from the other Participant or disclosed by it shall be used only in connection with the performance of duties under this NOL and shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the other Participant.

12. The Participants may disclose Confidential Information to their respective representatives and employees for the purpose of performing their respective obligations under this NOL.

13. Confidential Information received from the other Participant or disclosed by it shall be used only for the purpose of performing duties under this NOL and shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the other Participant.

14. The Participants will use reasonable efforts to ensure that any Confidential Information disclosed by them is not disclosed by the Participant to any other person or entity without the prior written consent of the other Participant.

15. Confidential Information received from the other Participant or disclosed by it shall be used only in connection with the performance of duties under this NOL and shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the other Participant.

16. The Participants may disclose Confidential Information to their respective representatives and employees for the purpose of performing their respective obligations under this NOL.

17. Confidential Information received from the other Participant or disclosed by it shall be used only for the purpose of performing duties under this NOL and shall be kept confidential and shall not be disclosed to any third party without the prior written consent of the other Participant.
A Participant may terminate this MOU by giving a thirty (30) day written notice to the other Participant. The Participants may also terminate this MOU upon their mutual written consent.

Participant C will review it jointly.

Any modification or equitable changes that are a direct impact on this MOU, the terms and conditions of this MOU, or the operations of the any change to which such Participant's policies or procedures have any effect on, will be reviewed by the Participants to ensure each other of any effect.

The MOU will take effect upon its signature by both Participants.

FINAL DISPOSITIONS

This MOU is not legally binding.

6. STATUS

The Participants will resolve any differences in the interpretation and application of this MOU through consultations.

DIFFERENCES IN INTERPRETATION AND APPLICATION

Canada

Ottawa, Ontario, K1A 0K9,

299 Laurier Avenue West,

Health Canada,

Environment and Consumer Safety Bureau,

Consumer Product Safety Directorate,

Mergers and Merger and Interdepartmental Affairs Division.

For Health Canada

Australia

Canberra ACT 2601,

23 Marion Street,

General Manager,

Australian Competition and Consumer Commission.

For ACC:

This MOU:

The Participants designate the following as their contact points for the purposes of

CONTACT POINTS
and French languages, each version being equally valid.

and all on this day of

Signed in duplicate on this day of

County, in accordance with the law, policies and procedures of their respective
Confidential Information from unauthorized disclosure or use in
Upon examination of this MOU, the Parties will continue to protect.
La présente protocole d'entente ("PE") visé à renforcer la communication entre les membres respectifs des organismes de promotion des produits de consommation parmi lesquels le ministère de la Santé du Canada ("SANTE CANADA") et l'Australian Competition and Consumer Commission ("ACCC") et le comment les deux parties peuvent collaborer afin de défendre l'importance de la communication et de la promotion des produits de consommation, à l'attention des consommateurs.

La sécurité des produits de consommation est un enjeu de sécurité publique pour les consommateurs, les producteurs, les distributeurs, les vendeurs, les consommateurs et les autres parties prenantes. L'ACCC et le ministère de la Santé du Canada s'engagent à renforcer la communication et la coopération afin de renforcer la sécurité des produits de consommation.
CONFIDENTIALITÉ

Les participant.e.s sont en mesure de connaître les informations confidentielles contenues dans le présent document, et de les conserver en raison de leur nature confidentielle. Ce document est destiné aux participant.e.s uniquement et ne peut être communiqué à des tiers sans l'autorisation expresse de l'organisateur. Les informations contenues dans ce document sont strictement confidentielles et ne doivent être utilisées que dans le cadre du projet et des mesures de sécurité appropriées doivent être prises pour en garantir la confidentialité.
La présente PF n'est pas juridiquement contraignante.

Les partie-autorisations reconnues par les commissions de la sécurité des produits de consommation et des enquêtes de la direction de la protection des affaires internationales de la santé Canada :

Pour SanJ Canada :

AUSTRALIE

Director, Consumer Affairs ACT 2601,
23. Magnus Street,
CPO Box 311,
Australian Commission on Consumer and Administrative Practice,
Director-General, Policy,

Pour l'ACCC :

Les parties-autorisations reconnues par personnes-ressources suivantes pour l'application