

ARRANGEMENT BETWEEN COMMISSIONER OF COMPETITION OF CANADA AND THE COMPETITION AND MARKETS AUTHORITY OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND REGARDING COOPERATION ON THE APPLICATION OF NATIONAL COMPETITION LAWS

The Commissioner of Competition of Canada (“Commissioner”) and the Competition and Markets Authority (“CMA”) of the United Kingdom of Great Britain and Northern Ireland (“UK”), jointly referred to as the “Participants”,

Considering that anticompetitive activity does not stop at borders;

Considering that cooperation and coordination of their respective Enforcement Activities may result in more effective enforcement outcomes in their respective jurisdictions than would be attained through independent action;

Considering that it is in their common interest to share information, including Investigative Information, where appropriate and practicable;

Considering the need to minimize any potentially adverse effect of their respective Enforcement Activities on each other’s interests in the application of their respective National Competition Laws;

Considering that procedural fairness in competition investigations is acknowledged internationally as being a foundation of effective and efficient enforcement;

Considering that the Participants may cooperate outside of the scope of this Arrangement including with respect to Enforcement Activities related to criminal matters where appropriate;

Have come to the following understanding:

1. Purpose and Definitions

(a) The purpose of this Arrangement is to promote cooperation and coordination between the Participants and to lessen the possibility or impact

of differences between them in the application of their respective National Competition Laws.

(b) For the purpose of this Arrangement,

"National Competition Laws" means:

(i) for the Commissioner, the *Competition Act*, R.S.C. 1985, c. C-34, excluding sections that provide for criminal sanctions, and its regulations; and

(ii) for the CMA, the *Competition Act 1998* (c.41); Part 3 of the *Enterprise Act 2002* (c.40) (but excluding any provisions of that Part insofar as they relate to the public interest aspects of an investigation into a merger which is subject to an intervention on public interest grounds or to Chapter 3A of that Part (mergers involving newspaper enterprises and foreign powers)) ; those laws listed as infringements for the purposes of Part 8 of the *Enterprise Act 2002*; sections 9A-9E of the *Company Directors Disqualification Act 1986* (c.46); articles 13A-13E of the *Company Directors Disqualification (Northern Ireland) Order 2002* (2002 No. 3150 (N.I. 4)); and any subordinate legislation made under those provisions,

as well as any amendment to such National Competition Laws and any other laws or regulations of which a Participant may inform the other Participant in writing;

"Concurrent Regulator" means a regulator as defined by section 54(1) of the *Competition Act 1998* (c.41), in so far as it exercises functions under Part 1 of the *Competition Act 1998*;

"Enforcement Activity" means any inquiry, investigation, or proceeding conducted by a Participant in relation to the application of its respective National Competition Laws;

"Investigative Information" means information that is not in the public domain, that has been either compulsorily acquired by or provided voluntarily to a Participant in connection with the exercise of its functions under its national law and that the Participant is required to protect from disclosure;

"Personal Information" means:

(i) for the Commissioner, “personal information” as defined by section 3 of the *Privacy Act*, R.S.C., 1985, c. P-21.; and

(ii) for the CMA, “personal data” as defined in the *Data Protection Act 2018*;

(c) This Arrangement does not apply to the communication of Investigative Information for use in criminal Enforcement Activities.

(d) The Participants may cooperate outside of the scope of this Arrangement if they are of the mutual view that such cooperation would be more effective than cooperation under this Arrangement.

2. Notifications

(a) Subject to paragraph 7, the Participants will ordinarily notify each other, as soon as reasonably possible, of their Enforcement Activities that the notifying Participant considers are likely to appreciably affect the significant interests of the other Participant. With respect to mergers and acquisitions, the Participants are not expected to notify each other during the pre-notification period but may choose to do so.

(b) Each Participant will notify the other if it intervenes, or otherwise participates, in a regulatory or judicial proceeding, if the issues addressed in the intervention or participation are reasonably understood by the notifying Participant as having an appreciable effect on the other Participant's significant interests. The Participants understand that notification under this paragraph will apply only if the regulatory or judicial proceeding is public, and the intervention or participation is public and pursuant to formal procedures.

(c) Each Participant will include sufficient detail in a notification to enable the notified Participant to make an initial evaluation of the effect of the Enforcement Activity on its own significant interests. Where applicable, a Participant may include the following in a notification:

- (i) the name and address of any subject of the Enforcement Activity;
- (ii) a description of the conduct or transaction subject to the Enforcement Activity; and
- (iii) the legal provisions concerned.

3. Dialogue and Communications

(a) The Participants may discuss any question arising out of this Arrangement, including questions on its interpretation or application, and will address them in as timely and practicable a manner as circumstances permit.

(b) The Participants will, as soon as practicable, inform each other of any amendment to their respective National Competition Laws, as well as of any amendment to other laws and regulations or of any change in their respective enforcement practice that may affect the operation of this Arrangement.

(c) The Participants will meet periodically to:

(i) exchange information on their current enforcement efforts and priorities;

(ii) exchange information on economic sectors of common interest;

(iii) discuss advocacy initiatives;

(iv) discuss enforcement policy issues of mutual interest;

(v) discuss staff visits or exchanges;

(vi) discuss other matters of mutual interest relating to the application of their respective National Competition Laws; or

(vii) where they have exchanged information containing Personal Information since their last meeting, discuss the implications of this for further exchanges of information containing Personal Information.

(d) The Participants may consent to representatives of their governments attending the meeting.

(e) The Participants will notify each other in writing of a designated contact point to facilitate communications, including notifications, under this Arrangement.

(f) The Participants may communicate by any technological means available.

4. Coordination of Enforcement Activity

(a) If both Participants have an interest in pursuing an Enforcement Activity with regard to related situations, they may decide that it is in their mutual interest to coordinate their Enforcement Activities.

(b) In considering whether a particular Enforcement Activity should be coordinated, either in whole or in part, each Participant may take into account:

(i) the effect that the coordination may have on its ability to achieve the objectives of its Enforcement Activity;

(ii) its relative ability to obtain information necessary to conduct its Enforcement Activity;

(iii) the extent to which it can secure an effective resolution as part of any Enforcement Activity;

(iv) whether the coordinated Enforcement Activity may create an opportunity to use resources more efficiently; or

(v) whether the coordinated Enforcement Activity may reduce the possibility of conflicting obligations and unnecessary burdens for the natural or legal person subject to the Enforcement Activity.

(c) The Participants may coordinate an Enforcement Activity by jointly deciding on the timing of that Enforcement Activity in a particular matter, to the extent compatible with their respective national law and their respective significant interests. This may result in an Enforcement Activity by one or both of the Participants, as is best suited to attain their respective objectives.

(d) When carrying out a coordinated Enforcement Activity, each Participant will consider the importance of the other Participant's enforcement objectives.

(e) Each Participant will discuss with the other if it intends to limit or terminate coordination and pursue its Enforcement Activity independently.

5. Avoidance of Conflict

Where one Participant informs the other that a specific Enforcement Activity by the other Participant may adversely affect the informing Participant's significant interests in the application of its National-Competition Laws, the other Participant will endeavour to provide timely notice of significant developments relating to those interests and an opportunity to provide input

regarding any proposed resolution. Each Participant will use reasonable efforts to arrive at an appropriate accommodation of the other Participant's significant interests.

6. Discussion and Communication of Information

(a) The Participants understand that it is in their common interest to share views, and to discuss and communicate information, including Investigative Information and Personal Information, in order to facilitate the application of their National Competition Laws and to promote better understanding of each other's Enforcement Activities and policies.

(b) A Participant may, where permitted by its national law, share with the other Participant views and discuss and communicate information in its possession to carry out the cooperation and coordination provided for under this Arrangement.

(c) The Participant that receives a request for information will determine, in discussion with the requesting Participant, which information in its possession is relevant and may be communicated to the other Participant.

(d) A Participant communicating information under this Arrangement may communicate the information subject to additional conditions. Conditions may include a requirement that the information not be further disclosed without the consent of the Participant which communicated the information. Such conditions will not prevent the receiving Participant from disclosing the information where it is required to comply with its national law.

(e) The Commissioner will respond to any request for information in accordance with section 29 of the *Competition Act*, or any other relevant information-sharing powers related to the administration or enforcement of National Competition Laws, and with any of its policies, guidelines, or practices.

(f) The CMA will respond to any request for information in accordance with Part 9 of the *Enterprise Act 2002*, where applicable, or any other relevant information-sharing powers related to the administration or enforcement of National Competition Laws, and with any relevant policies, guidelines, or practices.

(g) The Participants will not share views on, discuss, or communicate information if the use of this information is prohibited under the procedural rights and privileges guaranteed under their respective national law, including:

- (i) the right against self-incrimination;
- (ii) for the Commissioner, any claim of legal privilege; and
- (iii) for the CMA, legal professional privilege.

(h) Each Participant will not share views on, discuss, or communicate information obtained under its immunity or leniency programs or policies or as a result of investigative measures following an immunity or leniency application or an admission of liability obtained in a settlement procedure or any documents provided to support that admission, unless the natural or legal person providing the information to the Participant expressly consents in writing to the communication.

(i) Each Participant may transfer Personal Information only in accordance with its national law.

(j) If a Participant becomes aware that information communicated under this paragraph contains incorrect information, it will inform the other Participant as soon as practicable, and that Participant will take corrective measures.

(k) Each Participant that makes a request for Investigative Information will make it in writing to the following points of contact:

- (i) for the Commissioner, ic.affairsinternational-cb-bc-ncr-rcn.ic@canada.ca; and
- (ii) for the CMA, internationalteam@cma.gov.uk.

(l) Each Participant that makes a request for Investigative Information will include in that request:

- (i) a general description of the subject matter and the nature of the Enforcement Activity to which the request relates;
- (ii) the legal provisions involved;
- (iii) a description of the Investigative Information sought;
- (iv) the purpose for which the Investigative Information is sought; and
- (v) details of reasonably foreseeable disclosure obligations on the requesting Participant.

7. Use of Information

(a) Each Participant may use Investigative Information communicated to it under this Arrangement only for the purpose for which it was communicated by the disclosing Participant.

(b) Notwithstanding sub-paragraph (a), each Participant may request that Investigative Information previously communicated under this Arrangement be re-communicated for a different purpose.

8. Confidentiality and Onward Disclosure of Information

(a) Each Participant will, to the fullest extent permitted under and consistent with its national law:

(i) maintain the confidentiality of any information communicated to it by the other Participant under this Arrangement, including the fact that a request for information has been made or received; and

(ii) oppose any request by a third party for the disclosure of that information.

(b) The Participants understand that sub-paragraph (a) does not prevent disclosures of information communicated where such disclosures are made:

(i) in compliance with any conditions imposed under paragraph 6(d); and

(ii) for the purposes of facilitating an Enforcement Activity in accordance with paragraph 7(a). This includes disclosures made to a tribunal or court and disclosures that are necessary for the exercise of legal rights.

(c) Where a third party provides Investigative Information to a Participant and consents to its disclosure between the Participants, if a Participant subsequently discloses that information to the other Participant, the receiving Participant will, to the extent consistent with its national law, further disclose that information only in accordance with the terms of the consent. For greater certainty, the terms of the consent will not prevent a Participant from disclosing that information under sub-paragraph (b).

(d) If a Participant discloses information communicated by the other Participant to a third party, it will ensure that commercially sensitive

information and any Personal Information remain protected to the fullest extent permitted under its national law.

(e) If a Participant is compelled by law to disclose information communicated to it under this Arrangement, other than in accordance with the terms of subparagraph (b), that Participant will notify the other Participant as a matter of priority. The Participants will then promptly discuss what steps could be taken to minimize harm that may result from such disclosure.

(f) If a Participant becomes aware that, despite its best efforts, information has been used or disclosed in a manner contrary to paragraphs 7 and 8, that Participant will notify the other Participant as a matter of priority. The Participants will then promptly discuss the steps to be taken to minimize harm that may result from such use or disclosure and to prevent such a situation from recurring.

(g) The Participants understand that nothing in this paragraph prevents the disclosure of any information if the information has on an earlier occasion been disclosed to the public in accordance with this paragraph or paragraph 7.

9. Concurrent Regulators (UK)

(a) The Participants may involve Concurrent Regulators in the cooperation envisaged by this Arrangement under paragraphs 2, 4, 5, and 6.

(b) The CMA may share information communicated by the Commissioner with a Concurrent Regulator if it is relevant to cooperation involving that Concurrent Regulator and the Commissioner and both the CMA and Commissioner are satisfied that the Concurrent Regulator will comply with paragraphs 7 and 8 of this Arrangement. This includes sharing notifications, which the CMA may receive from the Commissioner under this Arrangement. Where the CMA shares such information with a Concurrent Regulator, it will inform the Commissioner accordingly.

(c) With the exception of notifications in paragraph 2, the Commissioner will communicate directly with a Concurrent Regulator to carry out cooperation pursuant to paragraphs 4, 5, and 6 of this Arrangement, only if:

- (i) the Commissioner informs the CMA about its communications with the Concurrent Regulator;
- (ii) the Commissioner complies with of paragraphs 4, 5, 6, 7, and 8;

- (iii) the Commissioner is satisfied that the Concurrent Regulator will comply with paragraphs 7 and 8; and
- (iv) the Commissioner is satisfied that the Concurrent Regulator will comply with paragraphs 4, 5, and 6 where the Commissioner and the Concurrent Regulator intend to cooperate according to said paragraphs.

10. Limitations on Cooperation

(a) The Participants will cooperate in accordance with their respective national law and policies.

(b) Each Participant may deny or postpone in whole or in part any cooperation envisaged under this Arrangement if it determines that:

- (i) any request for cooperation is not made in accordance with this Arrangement;
- (ii) providing the cooperation may exceed its available resources;
- (iii) providing the cooperation may be contrary to its national law or other significant interests;
- (iv) the other Participant is unable to give assurances with regard to confidentiality or the purposes for which information will be used; or
- (v) the other Participant has not complied or is not complying with any conditions specified under sub-paragraph (c) or which the disclosing Participant specifies under paragraph 6(d).

(c) Before denying or postponing any such cooperation, a Participant will consult with the other Participant to determine whether cooperation may be given subject to conditions. If a Participant denies or postpones any cooperation, that Participant will provide an explanation for the denial or delay to the other Participant.

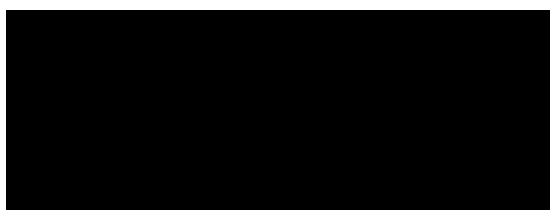
11. Status

(a) This Arrangement is not legally binding.

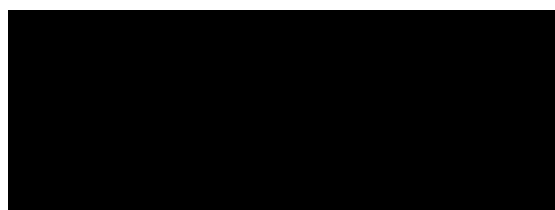
12. Final Provisions

- (a) This Arrangement will come into effect on the date of its final signature by the Participants.
- (b) The Participants may modify this Arrangement upon their mutual written consent.
- (c) Each Participant may terminate this Arrangement by giving 60 days' written notice to the other Participant, or by mutual written consent of the Participants.
- (d) Unless terminated, this Arrangement will apply to any successor of any Participant.
- (e) The Participants will continue to fulfill their commitments recognized under paragraph 7 (Use of Information) and paragraph 8 (Confidentiality and Onward Disclosure of Information) despite any termination of this Arrangement.

Signed in duplicate at the CMA Offices, London on this 27 day of February, 2025, in the English and French languages, each version being equally valid.



For the Commissioner of
Competition of Canada



For the Competition and Markets
Authority of the United Kingdom of
Great Britain and Northern Ireland