

**MULTILATERAL MEMORANDUM OF UNDERSTANDING  
ON ENFORCEMENT COOPERATION AMONG  
THE NATIONAL CONSUMER PROTECTION AUTHORITIES OF CHILE,  
COLOMBIA, MEXICO, PERU AND  
THE FEDERAL TRADE COMMISSION OF THE UNITED STATES OF  
AMERICA**

***Multilateral MOU for Cross-Border Consumer Protection Cooperation***

The National Consumer Service (SERNAC, by its acronym in Spanish) of the Republic of Chile, the Superintendence of Industry and Commerce (SIC, by its acronym in Spanish) of the Republic of Colombia, the Office of the Federal Prosecutor for the Consumer (PROFECO, by its acronym in Spanish) of the United Mexican States, the National Institute for Defense of Competition and the Protection of Intellectual Property (INDECOPI, by its acronym in Spanish) of the Republic of Peru, and the Federal Trade Commission (FTC) of the United States of America (each designated individually as “Participant”),

RECOGNIZING that the Participants are charged with the mission of protecting consumers from unfair, deceptive and fraudulent practices, according to their respective national laws and regulations in force;

RECOGNIZING that fraudulent and deceptive commercial practices, and other unlawful conduct against consumers, undermine the integrity of markets and consumer confidence in those markets to the detriment of all businesses and consumers;

RECOGNIZING that the enforcement challenges that exist go beyond national frontiers, and that cooperation among national public authorities responsible for the enforcement of consumer protection laws is essential to fight such practices;

RECOGNIZING that there is a need for effective and enhanced cross-border collaboration amongst the Participants, as well as with criminal law enforcement authorities in their respective countries, for enforcement cooperation, reciprocal exchange of information, and sharing of expertise on consumer protection matters;

RECOGNIZING that the laws applicable to the Participants may contain certain restrictions on international law enforcement assistance, including information disclosure, and that nothing in this Memorandum of Understanding is intended to contravene such restrictions;

RECOGNIZING the efforts already made to strengthen bilateral ties between Participants, including memoranda of understanding, as well as the longstanding cooperation in such multilateral fora as the Ibero-American Forum of Consumer Government Agencies

(FIAGC, by its acronym in Spanish) and the International Consumer Protection and Enforcement Network (ICPEN); and

RECOGNIZING the considerable and increasing commercial trade and tourism among the Participants' countries;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

## **PART ONE: DEFINITIONS, OBJECTIVES AND SCOPE OF ASSISTANCE**

### **I. Definitions**

For the purposes of this Memorandum of Understanding ("Memorandum"),

- A. "Applicable Consumer Protection Laws" means the laws and regulations enforced by the Participants, as identified in Annex 1, and such other laws or regulations as the Participants may from time to time identify in writing to be an Applicable Consumer Protection Law for purposes of this Memorandum.
- B. "Covered Violation" means practices or conduct that would violate the Applicable Consumer Protection Laws of one Participant's country and that involve fraudulent or deceptive commercial practices or conduct or that otherwise are the same or substantially similar to practices or conduct prohibited by any provision of the Applicable Consumer Protection Laws for the other Participants involved in cooperating on a given case or investigation.
- C. "Person" means any natural person or legal entity organized under or authorized by the laws of any of the Participants.
- D. "Request" means a request for assistance under this Memorandum.
- E. "Requested Participant" means the Participant from which assistance is sought under this Memorandum, or which has provided such assistance.
- F. "Requesting Participant" means the Participant seeking or receiving assistance under this Memorandum.

### **II. Objectives and Scope of Assistance**

- A. The purpose of this Memorandum is to establish a framework for the cooperation, mutual assistance and the exchange of information under the terms identified herein, in order to contribute to and facilitate the Participants in carrying out their roles, in their respective countries, in protecting the

rights of consumers. It is understood that the implementation of the provisions of this Memorandum is to be consistent with the laws, regulations and agreements in force for the Participants and within the availability of the resources of the Participants and will not be contrary to the public interest of the country of the Requested Participant. The Participants do not intend any provision of this Memorandum to:

1. Create legally binding international obligations, or modify or replace laws, regulations or standards in effect or applicable in the Participants' countries. This Memorandum does not create any enforceable right by third parties, nor does it affect any provision established in other Memoranda entered into by the Participants either bilaterally or multilaterally, and it is understood that any action taken in furtherance of this Memorandum is not to contravene the laws in effect in the country of the Participant carrying out said action;
2. Prevent any Participant from seeking assistance from or providing assistance to any other Participant under other treaties, arrangements or agreements; or
3. Affect any Participant's ability to seek information on a lawful basis from someone located in another Participant's country, or preclude anyone from voluntarily providing legally obtained information to a Participant.

B. The Participants understand that it is in their common interest to:

1. cooperate with respect to the enforcement of the Applicable Consumer Protection Laws, including providing investigative assistance and/or sharing relevant information;
2. facilitate mutual exchange of knowledge and expertise through training programs and staff exchanges;
3. facilitate research and education related to consumer protection;
4. promote a better understanding by each Participant of economic and legal conditions and theories relevant to the enforcement of the Applicable Consumer Protection Laws;
5. inform each other of developments in their respective countries that relate to this Memorandum; and

6. participate in periodic activities aimed at discussion of ongoing and future opportunities for cooperation.

## **PART TWO: ENFORCEMENT COOPERATION**

### **III. Information Sharing and Requests for Assistance**

- A. Subject to Section IV (“Limitations to Assistance and Resolution of Disagreements”), the Participants intend to:
  1. share information, including complaints submitted by consumers, within the limits established by the laws of each Participant without prejudice to the ability of a Participant to limit the sharing of complaints to those that have been submitted by consumers who have given their express consent for such sharing, in accordance with the laws of the relevant Participant;
  2. provide investigative assistance in relevant cases of other Participants, including obtaining information and materials, as appropriate, within the availability of their respective budgetary and human resources, and in accordance with their respective domestic laws;
  3. coordinate enforcement actions against cross-border Covered Violations that are priority issues for both Participants;
  4. provide, in accordance with the respective laws of each Participant, other appropriate assistance relevant to the enforcement of consumer protection laws against Covered Violations; and
  5. participate as a member of the multinational project [www.econsumer.gov](http://www.econsumer.gov), and explore the use of its complaint data.
- B. To facilitate such cooperation, each Participant indicates herein a primary contact for the purposes of Requests for assistance and other communications under this Memorandum. The initial contacts are identified in Annex 2. This annex may be modified through written notice by any of the Participants to the others.
- C. Participants understand that:
  1. Requesting Participants are expected to provide sufficient information to enable the Requested Participant to determine whether a request relates to a Covered Violation and to take action

in appropriate circumstances, using as a template the form in Annex 3. Such information may include a description of the facts underlying the request and the type of assistance sought, as well as an indication of any special precautions that should be taken in the course of fulfilling the request, as described in Annex 3;

2. Requesting Participants are expected to specify the purposes for which they intend to use the information requested;
3. Requesting Participants are expected, in conformity with Part III (“Confidentiality”), to certify that they will maintain the confidentiality of any Request for assistance, the existence of any investigation relating to the request, all material relating to the Request and all the information and material provided in response to each Request, unless the Participants in question mutually decide to the contrary, to the extent possible and in accordance with the law in effect for the involved Participants; and
4. prior to requesting assistance, Requesting Participants intend to perform a preliminary inquiry to confirm that the request is consistent with the scope of this Memorandum and does not impose an excessive burden on the Requested Participant.

#### **IV. Limitations on Assistance & Resolution of Disagreements**

- A. The Requested Participant may exercise its discretion to decline the request for assistance, or limit or condition its cooperation, including where it is outside the scope of this Memorandum, or more generally, where it would be inconsistent with domestic laws, or important interests or priorities. The refusal, limitation or conditioning of cooperation is expected to be well-founded.
- B. The Participants recognize that it is not feasible for a Participant to offer assistance to the other Participants for every Covered Violation. Accordingly, the Participants intend to seek and provide cooperation focusing on those Covered Violations most serious in nature, such as those that cause or are likely to cause injury to a significant number of persons, and those otherwise causing substantial or irreparable injury.
- C. A Requesting Participant may request the reasons for which a Requested Participant declined or limited assistance.
- D. Participants intend to work in good faith to resolve any issues related to cooperation that may arise under this Memorandum.

## **V. Costs**

- A. Unless otherwise decided in writing by the Participants before any costs are incurred, each Requested Participant is to bear its own costs incurred in providing information or assistance to the Requesting Participant. The Participants understand that this Memorandum establishes a framework for cooperation, mutual assistance and the exchange of information in the terms indicated herein; it does not suppose or necessarily imply transfer of economic resources or payment of any consideration between the Participants.
- B. Each Requested Participant recognizes that its determination as to whether to assume costs to respond to the Request of another Participant, or to ask for reimbursement from the Requesting Participant as a condition for fulfilling the Request, is a managerial decision of the Requested Participant and is subject to the budget availability granted to that Participant, and to the laws and regulations governing that Participant's budgetary and financial matters.

## **PART THREE: CONFIDENTIALITY**

## **VI. Confidentiality Certification**

- A. The Participants recognize that information they share under Part Two is expected to be maintained in confidence unless otherwise determined by the Participants involved in such sharing.
- B. Accordingly, to the fullest extent possible, and in accordance with laws in effect in the Participant countries, each Participant is expected to certify that information shared under Part Two will be maintained in confidence and will be used only for official law enforcement purposes, using as a template the form in Annex 3 ("Standard Request Form and Certification of Confidentiality"). This certification applies not only to the shared information, but also to the existence of an investigation to which the information relates and any Request for assistance. The Participants intend to maintain the confidentiality of the shared information, the existence of the investigation to which the information relates, and any Requests made pursuant to this Memorandum, and not further disclose or use this information for purposes other than those for which it was originally shared, without the prior written consent of a Requested Participant.
- C. Each Participant is expected to safeguard the security of any information received under this Memorandum and respect any safeguards mutually decided upon by the Participants involved in the Request. In the event of any unauthorized access or disclosure of the information by third parties is

discovered, the Participants intend to take all reasonable steps to prevent a recurrence of the event and to promptly notify the other affected Participants of the occurrence.

- D. The Participants recognize that information and materials exchanged in connection with investigations and enforcement often contain personally identifiable information. If the Requesting Participant wishes to obtain information under Part Two that includes personally identifiable information, then the Participants understand that they are expected to take additional appropriate measures to transmit and safeguard the materials containing personally identifiable information in a safe manner. Such appropriate measures include, but are not limited to, the following examples and their reasonable equivalents, which may be used separately or combined as appropriate to particular circumstances:
1. transmitting the materials in an encrypted format;
  2. transmitting the materials directly by a courier with package tracking capabilities;
  3. maintaining the materials in secure, limited access locations (e.g., password-protected files for electronic information and locked storage for hard-copy information), for a time period applicable under the laws and regulations of the relevant Participant; and
  4. if used in a proceeding that may lead to public disclosure, redacting personally identifiable information or filing under seal.

## **VII. Disclosure of Information Maintained in Confidence**

- A. Notwithstanding the foregoing, the Participants expressly recognize that a Participant may disclose information provided pursuant to this Memorandum in response to a formal demand from a Participant country's legislative body or an order issued from a court with proper jurisdiction in an action commenced by the Participant or its government or in fulfillment of a law of a Participant that orders the disclosure to third parties; and
- B. The Participants are expected to oppose, within the scope of their countries' laws and regulations, any application by a third party for disclosure of information received from a Requested Participant and maintained in confidence, unless the Requested Participant consents to its release. The Participant who receives such an application is expected to notify forthwith the Requested Participant that provided it with the information maintained in confidence.

## **VIII. Retention of Materials**

- A. Participants understand they are expected not to retain materials shared under this Memorandum for longer than is reasonably needed to fulfill the purpose for which the information was shared, or any document retention required by the Requesting Participant's country's laws, whichever is longer.
- B. The Participants recognize that in order to fulfill the purpose for which the materials were shared, the Participants typically need to retain the shared materials until the conclusion of the pertinent investigation or related proceedings for which the materials were requested.
- C. The Participants are expected to return any materials that are no longer needed if at the time they are shared the Requested Participant makes a written request that such materials be returned. If no request for return of the materials is made, then the Requesting Participant may dispose of the materials using methods prescribed by the Requested Participant, or if no such methods have been prescribed, by other secure methods, as soon as practicable after the information and materials are no longer required.

## **IX. Consultation with Other Government Entities**

- A. Subject to Sections IV and VI, the Participants intend to coordinate with other national criminal and civil authorities in their respective jurisdictions in order to further the aims of this Memorandum, including information sharing and enforcement cooperation, to the extent such coordination is warranted by the particular facts of a given case.
- B. The Participants recognize that coordination with the government authorities listed in Annex 4 may be warranted in connection with investigations of suspected fraudulent and deceptive commercial practices or conduct victimizing consumers. Requested Participants therefore intend in appropriate cases to help a Requesting Participant contact, obtain information from, and make case referrals to, those other government authorities located in a Requested Participant's country.
- C. To the extent that any of the government authorities listed in Annex 4 exercise control over the sharing of information maintained in confidence, the Participants intend in appropriate cases to facilitate their investigative assistance.
- D. The Participants intend to coordinate such consultation through the points of contact designated in Annex 2.



## **PART FOUR: TECHNICAL COOPERATION**

### **X. Capacity Building Initiatives**

- A. The Participants intend to collaborate on building the capacity of their staff to investigate and enforce consumer protection laws. Such collaboration includes the following:
  - 1. staff exchanges and joint training programs;
  - 2. periodic teleconferences or webinars to exchange information on legal developments, enforcement actions and techniques, as well as to discuss ongoing and future opportunities for cooperation; and
  - 3. the exchange of other relevant information within the scope of this Memorandum.

### **XI. Educational Materials**

- A. The Participants intend to collaborate regarding the development and dissemination of consumer and business education materials, particularly regarding Covered Violations of a cross-border nature.
- B. To the extent practicable and where appropriate, the Participants intend to assist in the dissemination of relevant consumer and business education materials in print or digital form within their jurisdiction.

## **PART FIVE: GOOD FAITH & INTELLECTUAL PROPERTY**

### **XII. Good Faith**

- A. In carrying out the terms of this Memorandum, the Participants intend to conduct themselves with honesty, probity, truthfulness and integrity and to refrain from performing, directly or indirectly, through their officials, civil servants, agents, legal representatives and related persons, any practice or action that does not conform to or is not contemplated in their legal framework or that may call into question their professional and/or moral quality, before any public or private authority, the media or any third party.
- B. The Participants affirm that, during the process of negotiation and execution of this Memorandum, no event, situation or fact has arisen that involves any

indication of corruption that may affect the implementation of this Memorandum.

### **XIII. Intellectual Property Rights**

The Participants intend to respect inalienably the intellectual property rights of the materials and products that are granted or obtained as a result of the joint activity of the Participants and those derived from actions carried out within the framework of this Memorandum.

Likewise, the Participants intend not to use the distinctive signs and/or graphic representation (e.g., logo, isotype and/or imagotype) of the other Participant for purposes not contemplated in the object of this Memorandum, except with the written consent of the other Participant. Furthermore, to use these elements, the Participants intend to coordinate in advance, so that such use is carried out consistent with the internal guidelines of each Participant.

## **PART SIX: DURATION AND EFFECT**

### **XIV. Duration of Cooperation**

- A. The Participants intend cooperation consistent with this Memorandum to begin as of the date it is signed by all Participants and to continue as provided in this Memorandum, without limiting any obligations that the domestic administrative regulations of each country of the Participants may impose with respect to the validity of this Memorandum. This Memorandum may be modified by mutual decision of the Participants, through the adoption of an Addendum, which will form part of this Memorandum and will become operative upon the date of its signature.
- B. Assistance consistent with this Memorandum is understood to be available concerning Covered Violations occurring before as well as after the Memorandum becomes operative.
- C. Any Participant may discontinue its participation in this Memorandum at any time and for any reason. Under such circumstances, the Memorandum will be terminated as to that Participant requesting discontinuation as described, on the thirtieth day from receipt of notification by the last Participant notified and will remain in effect for the remaining Participants that have not expressed an intention to discontinue. Similarly, the Memorandum continues to apply with respect to all Requests for assistance that may be carried out before the effective date of such discontinuation.

- D. Upon discontinuation of activities by a Participant under this Memorandum, the Participant is expected to maintain the confidentiality of any information communicated to it by the other Participants consistent with the provisions of this Memorandum, and return or destroy information obtained from the other Participants consistent with this Memorandum, without limiting the obligation of each of the Participants to comply with their respective legal and/or administrative rules regarding such matters.

## **XV. Participation of Other Consumer Protection Authorities**

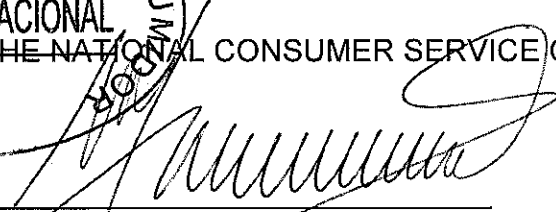
Other consumer protection authorities may become Participants in this Memorandum upon the mutual consent of the original Participants.

## **SIGNATURES**

This Memorandum is signed in the Spanish and English languages, with both texts to have the same meaning.



FOR THE NATIONAL CONSUMER SERVICE OF THE REPUBLIC OF CHILE:

  
Name: Andrés Herrera Troncoso

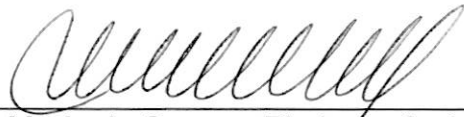
Title: Director Nacional, The National Consumer Service (SERNAC) of the Republic of Chile

Place: Santiago de Chile

Date: SEPTEMBER 28<sup>TH</sup>, 2023

Signing the "MULTILATERAL MEMORANDUM OF UNDERSTANDING ON ENFORCEMENT COOPERATION AMONG THE NATIONAL CONSUMER PROTECTION AUTHORITIES OF CHILE, COLOMBIA, MEXICO, PERU AND THE FEDERAL TRADE COMMISSION OF THE UNITED STATES OF AMERICA. Multilateral MOU for Cross-Border Consumer Protection Cooperation"

FOR THE SUPERINTENDENCE OF INDUSTRY AND COMMERCE OF THE  
REPUBLIC OF COLOMBIA:



Name: María de Socorro Pimienta Corbacho

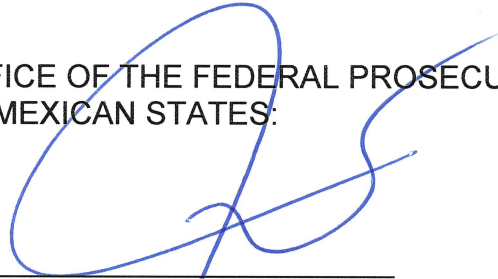
Title: Superintendente de Industria y Comercio, The Superintendence of Industry and  
Commerce (SIC) of the Republic of Colombia

Place: Bogotá D.C.

Date: 28<sup>th</sup> September, 2023

Signing the "MULTILATERAL MEMORANDUM OF UNDERSTANDING ON  
ENFORCEMENT COOPERATION AMONG THE NATIONAL CONSUMER  
PROTECTION AUTHORITIES OF CHILE, COLOMBIA, MEXICO, PERU AND THE  
FEDERAL TRADE COMMISSION OF THE UNITED STATES OF AMERICA. Multilateral  
MOU for Cross-Border Consumer Protection Cooperation"

FOR THE OFFICE OF THE FEDERAL PROSECUTOR FOR THE CONSUMER OF  
THE UNITED MEXICAN STATES:



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Name: Francisco Ricardo Sheffield Padilla

Title: Procurador, Office of the Federal Prosecutor for the Consumer (PROFECO) of  
the United Mexican States

Place: Ciudad de México, México

Date: September 28, 2023

Signing the "MULTILATERAL MEMORANDUM OF UNDERSTANDING ON  
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PROTECTION AUTHORITIES OF CHILE, COLOMBIA, MEXICO, PERU AND THE  
FEDERAL TRADE COMMISSION OF THE UNITED STATES OF AMERICA. Multilateral  
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FOR THE NATIONAL INSTITUTE FOR THE DEFENSE OF COMPETITION AND THE PROTECTION OF INTELLECTUAL PROPERTY OF THE REPUBLIC OF PERU:



Name: Karin Cáceres Durango

Title: Presidenta Ejecutiva, The National Institute for Defense of Competition and the Protection of Intellectual Property (INDECOPI)

Place: Lima, Perú


Date: September 28<sup>th</sup>, 2023

Signing the "MULTILATERAL MEMORANDUM OF UNDERSTANDING ON ENFORCEMENT COOPERATION AMONG THE NATIONAL CONSUMER PROTECTION AUTHORITIES OF CHILE, COLOMBIA, MEXICO, PERU AND THE FEDERAL TRADE COMMISSION OF THE UNITED STATES OF AMERICA. Multilateral MOU for Cross-Border Consumer Protection Cooperation"



AND

FOR THE FEDERAL TRADE COMMISSION OF THE UNITED STATES OF AMERICA:

  
\_\_\_\_\_  
Chair Lina Khan, United States Federal Trade Commission  
Place: Washington, D.C.  
Date: 9/27/23, 2023

Signing the "MULTILATERAL MEMORANDUM OF UNDERSTANDING ON ENFORCEMENT COOPERATION AMONG THE NATIONAL CONSUMER PROTECTION AUTHORITIES OF CHILE, COLOMBIA, MEXICO, PERU AND THE FEDERAL TRADE COMMISSION OF THE UNITED STATES OF AMERICA. Multilateral MOU for Cross-Border Consumer Protection Cooperation"

## ANNEX 1

### Applicable Consumer Protection Laws

Applicable consumer protection laws and the legal basis that grants the authority to maintain information in confidence:

#### For Chile

1. Decree with Force of Law N°3 of 2019, from the Ministry of Economy, Development and Tourism, setting the text established, coordinated and systematized by Law N°19.496, that establishes the standards for the protection of consumers' rights.

2. Law N°19.628 on Personal Data Protection.

Article 7 - Persons working in the processing of personal data, both in public and private organizations, are obliged to keep them secret, when they come from or have been collected from sources not accessible to the public, as well as other data and background information related to the data bank, an obligation that does not cease when their activities in this field are terminated.

Article 9.- Personal data shall be used only for the purposes for which they were collected, unless they come from or have been collected from sources accessible to the public.

Article 20.- The processing of personal data by a public body may only be carried out with respect to the matters within its competence and subject to the preceding rules. Under these conditions, it shall not require the consent of the owner.

Article 21.- The public bodies that submit to processing personal data relating to convictions for crimes, administrative offenses or disciplinary offenses, may not communicate them once the criminal or administrative action has expired, or once the sanction or penalty has been served or has expired.

Except in cases where such information is requested by the Courts of Justice or other public bodies within the scope of their competence, who shall keep such information in due reserve or secrecy and, in any case, the provisions of articles 5, 7, 11 and 18 shall be applicable to them.

3. Law N°21.234, which limits the responsibility of data subjects or users of payment cards and electronic transactions in case of loss.

4. Law N°21.236, which regulates financial portability.

5. Law N°18.010, which establishes standards on credit operations and other monetary obligations.

NB: This list is not exclusive, but rather refers to the principal laws and not the entirety of applicable laws in this area.

## **For Colombia**

1. Consumer Statute (Ley 1480 de 2011) together with its decrees and auxiliary laws (Decreto 1413 de 2018, Decreto 587 de 2016, Decreto 679 de 2016, Decreto 1368 de 2014, Decreto 1499 de 2014, Decreto 1369 de 2014, Decreto 975 de 2014, Decreto 735 de 2013, Decreto 0704 de 2012, Decreto 2184 de 2012 & Ley 1935 de 2018).

2. Title II "Consumer Protection" of the Circular Única of the SIC

3. Decree 1074 of 2015 – Unified Regulatory Decree on the Commercial, Industrial and Tourism Sector

4. Law 1335 of 2013- Tobacco Control in Colombia

5. Tourism Standards: Ley 300 de 1996, modified by Laws 1101 de 2006, 1429 of 2010, 1450 of 2011, 1558 of 2012, & 2068 of 2020, as well as Decree 2106 of 2019. In addition, there exist other corresponding and/or complementary provisions that form part of the framework, such as Law 679 of 2001, Law 1336 of 2009, Decree 1074 of 2015 and Law 1480 of 2011 that are applicable in a supplementary way and not regulated in a special framework.

6. Standards on Public Performances: Standards on public performances are contained principally in Decree 1080 of 2015, which is the Unified Regulatory Decree of that sector, Decree 537 of 30 March 2017, which modifies the cited decree and the Unified Circular of the SIC.

7. Communications Standards: Standards in communications are contained principally in Law 1341 of 2009, as modified by Law 1978 of 2019, Law 1369 of 2009 and Resolution CRC 5050 de 2016.

8. Financial sector: Financial Consumer Protection Law – Law 1328 of 2009, partially regulated by National Decree 2373 of 2010.

9. Health sector: Law 1122 of 2007, where the "Health User Ombudsman" is created.

## **For Mexico**

1. Federal Consumer Protection Law: Common Clauses

ARTICLE 99. - The Agency will receive the complaints and claims of the consumers individually or in group based on this law, which can be presented in writing, orally, telephonically, electronically or by any other medium if they meet the following prerequisites:

- I. Name and address of the claimant;
- II. Description of the good or service claimed and a brief telling of the facts;
- III. Name and address of the supplier, as it appears in the receipt, that supports the transaction behind the claim or, alternatively, the one that the claimant provides;
- IV. The place or manner in which they request their claim be solved;
- V. For assistance and for a complaint or claim to have a legal basis, it shall be also proven that there is a quality of sameness, an act, intensions and a supplier; the legal capacity of the representative or representatives of the claimants; that the representation and paper work is done for free, and that they are not linked to political or electoral campaigning, and
- VI. Consumer associations or organizations that file group complaints shall also prove:
  - a) Their legal incorporation and the legal capacity of their representatives;
  - b) That their corporate purpose is the promotion and defense of the interests and rights of the consumers;
  - c) That they were created at least one year ago;
  - d) That the consumers in the group complaint have expressed their will to be part of the complaint;
  - e) That there is no conflict of interests regarding the complaint that is to be filed stated in writing under protest of telling the truth.
  - f) That the representation and paperwork is done for free, and
  - g) That they are not institutionally involved in political or electoral campaigning activities.

Claims by natural or artificial persons referred to by the first Section of article 2 of this law, that purchase, store, use or consume goods or services with the purposes of using them in production, transformation, commercialization processes or for rendering services to

third parties, will be lawful as long as the transaction of the claim does not exceed \$521,139.82.

The Agency may request to the federal, state or municipal authorities, or to the authorities of the Federal District, to provide the data required to identify and locate the supplier. The aforementioned authorities shall respond such request within fifteen days from the date of its submission.

## 2. Federal Consumer Protection Law: Procedures Regarding Law Infringements

ARTICLE 123.- In order to establish a breach to this Law and, if applicable, the imposition of the penalties stipulated herein, the Agency shall give notice to the alleged infringer of the facts subject-matter of the procedure, and shall grant a term of ten business days to introduce evidence and refute them in written. Otherwise, the Agency shall issue a decision pursuant to the evidentiary means that have been made available to it.

When the Agency detects infringements to the Mexican Official Standards and brings the procedure indicated in this provision against a supplier by reason of the marketing of goods or products that are not in compliance with such standards, it shall also give notice to the manufacturer, producer or importer of such goods or products on the initiation of the procedure set forth in this article. The Agency shall establish the penalties that may be legally admissible once the procedure in question is completed.

The Agency shall admit the evidence it deems advisable, and shall proceed to introduce them. Likewise, it may request from the alleged infringer or from third parties other evidence it may deem advisable.

Once the introduction of evidence concludes, the Agency shall give notice to the alleged infringer so that the infringer may submit arguments within the next two business days.

The Agency shall render a decision within the next fifteen business days.

ARTICLE 124. - The Agency may request from the claimant in the settlement or arbitral procedure or, if applicable, from the denouncing party, to furnish evidence in order to prove the existence of infringements to this Law.

ARTICLE 124 BIS. - In order to substantiate procedures regarding infringements to the law, as indicated in this Chapter, the provisions of the Federal Administrative Procedure Law shall be applied in a supplementary manner.

## 3. Ley General de Transparencia y Acceso a la Información Pública (General Law on Transparency and Access to Public Information)

Article 4. The human right of access to information includes requesting, investigating, disseminating, seeking and receiving information. All information generated, obtained,

acquired, transformed or in possession of the regulated entities is public and accessible to any person under the terms and conditions established in this Law, in the international treaties to which the Mexican State is a party, the Federal Law, the laws of the Federal Entities and the regulations applicable to their respective competencies; it may only exceptionally be classified as temporarily reserved for reasons of public interest and national security, under the terms set forth in this Law.

Article 113. Reserved information may be classified as that the publication of which:

I. Compromises national security, public safety or national defense and has a genuine purpose and demonstrable effect;

II. May undermine the conduct of negotiations and international relations;

III. Is delivered to the Mexican State expressly as such or as confidential by another or other subjects of international law, except in the case of serious violations of human rights or crimes against humanity.

human rights or crimes against humanity in accordance with international law;

IV. May affect the effectiveness of the measures adopted in relation to monetary, exchange or financial system policies of the country; may jeopardize the stability of financial institutions susceptible of being considered of systemic risk or of the financial system of the country; may compromise the security in the supply of national currency to the country; or may increase the cost of financial operations carried out by the regulated entities of the federal public sector;

V. May endanger the life, safety or health of a natural person;

VI. Obstructs verification, inspection and auditing activities related to compliance with laws or affects the collection of taxes;

VII. Obstructs the prevention or prosecution of crimes;

VIII. That which contains the opinions, recommendations or points of view that are part of the deliberative process of the public servants, until the final decision is adopted, which must be documented;

IX. Obstructs the procedures to hold Public Servants accountable, until the administrative resolution has been issued; X. Obstructs the procedures to hold Public Servants accountable, until the administrative resolution has been issued;

X. Affect the rights of due process;

XI. Violates the conduction of judicial files or administrative procedures followed in the form of a trial, as long as they have not caused status;

XII. Is contained within the investigations of facts that the law indicates as crimes and are processed before the Public Prosecutor's Office; and

XIII. Those which by express provision of a law have such character, provided that they are in accordance with the bases, principles and provisions established in this Law and do not contravene it; as well as those provided for in international treaties.

In order for the regulated entities to allow access to confidential information, they must obtain the consent of the individuals who are the owners of the information. The consent of the owner of the confidential information shall not be required when:

I. The information is found in public records or sources of public access;

II. By law it is of a public nature;

III. There is a court order;

IV. for reasons of national security and general health, or to protect the rights of third parties, its publication is required, or

V. When it is transmitted between obligated subjects and between these and subjects of international law, in terms of treaties and inter-institutional agreements, provided that the information is used for the exercise of their own powers. For the purposes of section IV of this article, the guarantor body must apply the public interest test. In addition, a clear connection between the confidential information and a matter of public interest and the proportionality between the invasion of privacy caused by the disclosure of the confidential information and the public interest of the information must be corroborated.

#### **4. Ley Federal de Transparencia y Acceso a la Información Pública** (Federal Law on Transparency and Access to Public Information)

Article 3. All the information generated, obtained, acquired, transformed or in possession of the federal regulated entities, referred to in the General Law of Transparency and Access to Public Information and this Law, is public, accessible to any person and may only be exceptionally classified as temporarily reserved for reasons of public interest and national security or as confidential. Individuals shall have access to it under the terms set forth in these laws.

The human right of access to information includes requesting, investigating, disseminating, seeking and receiving information.

Article 97. Classification is the process by which the regulated entity determines that the information in its possession meets any of the conditions of confidentiality or reserve, in accordance with the provisions of this Title.

In the process of classifying information, the regulated entities shall observe, in addition to the provisions of Title Six of the General Law, the provisions of this Law.

The heads of the areas of the regulated entities shall be responsible for classifying the information, in accordance with the provisions of the General Law and this Law. The regulated entities shall apply, in a restrictive and limited manner, the exceptions to the right of access to information set forth in this Title and shall prove their origin, without extending the exceptions or assumptions of reserve or confidentiality set forth in the laws, in accordance with the provisions of the General Law.

The regulated entities may not issue agreements of a general or particular nature that classify documents or files as reserved, nor classify documents before responding to a request for access to information.

The classification of reserved information will be made according to a case by case analysis, through the application of the harm test.

Article 110. Pursuant to the provisions of Article 113 of the General Law, information whose publication may be classified as reserved information:

I. Compromises national security, public safety or national defense and has a genuine

purpose and demonstrable effect;

II. May undermine the conduct of negotiations and international relations;

III. Is delivered to the Mexican State expressly as such or as confidential by another or other subjects of international law, except in the case of serious violations of human rights or crimes against humanity in accordance with international law;

IV. May affect the effectiveness of the measures adopted in relation to monetary, exchange or financial system policies of the country; may jeopardize the stability of financial institutions susceptible of being considered of systemic risk or of the financial system of the country; may compromise the security in the supply of national currency to the country; or may increase the cost of financial operations carried out by the regulated entities of the federal public sector;

V. May endanger the life, safety or health of a natural person;

VI. Obstructs verification, inspection and auditing activities related to compliance with laws or affects the collection of taxes;

VII. Obstructs the prevention or prosecution of crimes;

VIII. That which contains the opinions, recommendations or points of view that are part of the deliberative process of the Public Servants, until the final decision is adopted, which must be documented;

IX. Obstructs the procedures to hold Public Servants accountable, as long as the administrative resolution has not been issued;

X. Affect the rights of due process;

XI. Violates the conduction of judicial files or administrative procedures followed in the form of a trial, as long as they have not caused status;

XII. Is contained within the investigations of facts that the law indicates as crimes and are processed before the Public Prosecutor's Office; and

XIII. Those which by express provision of a law have such character, provided that they are in accordance with the bases, principles and provisions established in the General Law and this Law and do not contravene them; as well as those provided for in international treaties.

Article 117. In order for the regulated entities to allow access to confidential information, they are required to obtain the consent of the individuals who are the owners of the information.

The consent of the owner of the confidential information shall not be required when:

I. The information is in public records or sources of public access;

II. By law it has the character of public;

III. There is a court order;

IV. For reasons of national security and general health, or to protect the rights of third parties, its publication is required; or

V. When it is transmitted between obligated subjects and between these and subjects of international law, in terms of treaties and inter-institutional agreements, provided that the information is used for the exercise of their own powers.

For the purposes of section IV of this article, the Institute must apply the public interest



test. In addition, a clear connection between the confidential information and a matter of public interest and the proportionality between the invasion of privacy caused by the disclosure of the confidential information and the public interest of the information must be corroborated.

## 2. Ley General de Protección de Datos Personales en Posesión de Sujetos Obligados (Federal Law on Protection of Personal Data Held by Individuals)

Article 65. Any transfer of personal data, whether national or international, is subject to the consent of its owner, except for the exceptions provided for in articles 22, 66 and 70 of this Law.

Article 66. Any transfer must be formalized through the signing of contractual clauses, collaboration agreements or any other legal instrument, in accordance with the regulations that are applicable to the person in charge, which allows demonstrating the scope of the processing of personal data, as well as the obligations and responsibilities assumed by the parties. The provisions of the preceding paragraph shall not apply in the following cases:

- I. When the transfer is national and is made between responsible parties by virtue of compliance with a legal provision or in the exercise of powers expressly conferred on them, or
- II. When the transfer is international and is provided for in a law or treaty signed and ratified by Mexico, or is carried out at the request of a foreign authority or competent international organization in its capacity as recipient, as long as the powers between the responsible transferor and receiver are homologous, or else, the purposes that motivate the transfer are analogous or compatible with respect to those that gave rise to the treatment of the transferor.

Article 67. When the transfer is national, the recipient of the personal data must treat the personal data, committing to guarantee its confidentiality and will only use them for the purposes that were transferred in accordance with what is agreed in the privacy notice that will be communicated to you by transferring manager.

Article 68. The person in charge may only transfer or forward personal data outside the national territory when the receiving third party or the person entrusted undertakes to protect the personal data in accordance with the principles and duties established by this Law and the provisions that are applicable in the matter.

Article 69. In any transfer of personal data, the person in charge must notify the recipient of the personal data of the privacy notice according to which the personal data is processed against the owner.

Article 70. The person in charge may transfer personal data without the need to require the consent of the owner, in the following cases:

- I. When the transfer is provided for in this Law or other laws, agreements or International Treaties signed and ratified by Mexico;
- II. When the transfer is made between controllers, as long as the personal data is used for the exercise of own powers, compatible or analogous with the purpose that motivated the processing of personal data;
- III. When the transfer is legally required for the investigation and prosecution of crimes, as well as the procurement or administration of justice;
- IV. When the transfer is necessary for the recognition, exercise or defense of a right before a competent authority, as long as there is a request from the latter;
- V. When the transfer is necessary for the prevention or medical diagnosis, the provision of health care, medical treatment or the management of health services, as long as said purposes are accredited;
- VI. When the transfer is necessary for the maintenance or fulfillment of a legal relationship between the person in charge and the owner;
- VII. When the transfer is necessary by virtue of a contract concluded or to be concluded in the interest of the owner, by the person in charge and a third party;
- VII. In the case of cases in which the person in charge is not obliged to obtain the consent of the owner for the treatment and transmission of his personal data, in accordance with the provisions of article 22 of this Law, or
- IX. When the transfer is necessary for reasons of national security.

The updating of some of the exceptions provided for in this article does not exempt the person in charge from complying with the obligations provided for in this Chapter that are applicable.

Article 71. The national and international transfers of personal data that are carried out between the person in charge and the person entrusted will not require that the owner be informed, nor to have his consent.

## **For Peru:**

### General Legal Framework

1. Law 29571.- Consumer Protection and Defense Code.
2. Law 28587. - Complementary Law to the Consumer Protection Law, covering financial services.
3. Supreme Decree 011-2011-PCM, which approves the Regulation on the Complaint Ledgers from the Consumer Protection and Defense Code.
4. Directive 001-2008-TRI-INDECOPI.- which covers confidentiality of information in procedures followed by Indecopi's administrative organs.
5. Supreme Decree 050-2016-PCM.- Supreme Decree that approves the Regulation that establishes the procedures for communicating warnings and alerts on unforeseen risks

of products and services placed on the market that affect the health and/or safety of consumers.

6. Supreme Decree 004-2019-JUS.- Supreme Decree that approves the Unified Text ordered by Law 27444 – General Administrative Procedure Law

7. Supreme Decree 103-2019-PCM. - Supreme Decree that approves the Regulation on the System for Consumer Mediation

8. Supreme Decree 185-2019-PCM. - Supreme Decree that approves the Regulation that promotes and regulates the voluntary implementation of programs for compliance with standard in the area of consumer protection and commercial advertising.

9. Supreme Decree 032-2021-PCM.- Supreme Decree that approves the scaling, methodology and factors for the determination of fines that Indecopi's dispute resolution bodies may impose with respect to infractions that are subject to sanctions within its jurisdiction.

10. Directive 001-2021-COD-INDECOPI. - Unified Directive that regulates the Consumer Protection Procedures contemplated in the Consumer Protection and Defense Code.

NB: This list is not exclusive, but rather refers to the principal laws and not the entirety of applicable laws in this area.

#### **For the United States of America:**

The Federal Trade Commission Act, 15 U.S.C. §§ 41-58, the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §§ 6101-6108, the CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713, and other consumer protection laws, and the regulations promulgated pursuant to such laws, except those provisions comprising Federal antitrust laws (as defined in section 12(5) of the International Antitrust Enforcement Assistance Act of 1994 (15 U.S.C § 6211(5))).

The FTC protects the confidentiality of sensitive, nonpublic information received from businesses or consumers located domestically or abroad, or from foreign authorities, under applicable provisions of U.S. law. As a general matter, the FTC typically does not disclose nonpublic agency information. Nonpublic agency information can include information submitted to the agency, information about the Commission's investigations and actions, and information about internal agency deliberations. Unauthorized disclosure of nonpublic information submitted to the Commission is subject to criminal prosecution and punishable by fines or imprisonment under the FTC Act, 15 U.S.C. § 50. Under certain circumstances, unauthorized disclosure of nonpublic agency information is subject to criminal sanction under the Trade Secrets Act, 18 U.S.C. § 1905, the Larceny Act, 18 U.S.C. § 641, and SEC Rule 10b-5. In addition, the disclosure of materials submitted to the Commission is restricted by the following provisions of the FTC Act:

Sections 21(b) and 21(f) of the FTC Act, together with Commission Rule 4.10(d), limit disclosure of information in a law enforcement investigation if the information was submitted pursuant to compulsory process or if it was submitted voluntarily

in lieu of such process pursuant to a request and designated confidential. Section 6(f) of the FTC Act limits disclosure of trade secrets and confidential or privileged commercial or financial information.

Section 21(c) of the FTC Act requires pre-disclosure notice to the submitter where the Commission intends to disclose documents marked “confidential” by a submitter if the Commission or its designee determines that such documents are not in fact confidential.

The FTC Act does, however, permit disclosure of information protected by Sections 6(f), 21(b) and 21(f) to foreign law enforcement authorities in specified circumstances.<sup>1</sup> Other federal laws also require the FTC to treat specific types of information as confidential, without regard to the manner in which the information is obtained. For example, U.S. law imposes confidentiality obligations regarding certain classes of information, including personally identifiable information, maintained by federal agencies. See, e.g., 5 U.S.C. § 552a (Privacy Act of 1974). There are certain, discrete circumstances in which the FTC may disclose a person’s confidential information for a specific use. For example, the FTC Act does not bar the agency’s use of a person’s confidential information in judicial and administrative proceedings. However, the Federal Rules of Civil Procedure and FTC Rules of Practice include procedures to protect confidential information used in judicial proceedings or FTC administrative proceedings. For instance, the person providing information may seek a protective order to prevent confidential information from being made public or from being used outside the court proceeding. See Fed. R. Civ. P. 26(c); 16 C.F.R. § 3.31(d) (requiring Administrative Law Judge in FTC proceeding to issue a specific protective order). In addition, the FTC Act does not prohibit the agency from complying with information requests from Congress. In the event of such a request, however, the agency must notify the submitter of the information, and the agency can request confidential treatment of any information that may be shared.

The FTC is also subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, which requires the agency to provide access to certain existing government records to the public. The law recognizes, however, that the disclosure of certain information could be harmful. It therefore recognizes exceptions and excludes some records, or portions of records, from release including certain law enforcement records (e.g., certain investigatory files) including from foreign agencies. In addition, under Section 21(f) of the FTC Act as amended by the U.S. SAFE WEB Act, the FTC may also withhold from

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<sup>1</sup> Such disclosure is permitted in the agency’s discretion, for example, when the foreign law enforcement authority requests information for the purpose of investigating or engaging in enforcement proceedings related to possible violations of foreign laws prohibiting fraudulent or deceptive practices or other practices substantially similar to practices prohibited by any law administered by the Commission. Among other requirements, the foreign law enforcement agency must certify that it will use such information only for official law enforcement purposes, and set forth a bona fide legal basis for its authority to maintain the information in confidence.

disclosure:

- (i) any material obtained from a foreign law enforcement agency or other foreign government agency, if the foreign law enforcement agency or other foreign government agency has requested confidential treatment, or has precluded such disclosure under other use limitations, as a condition of providing the material;
- (ii) any material reflecting a consumer complaint obtained from any other foreign source, if that foreign source supplying the material has requested confidential treatment as a condition of providing the material; or
- (iii) any material reflecting a consumer complaint submitted to a Commission reporting mechanism sponsored in part by foreign law enforcement agencies or other foreign government agencies.

**ANNEX 2**  
**Designated Initial Primary Contacts**  
**for Requests for Assistance and Other Communications under this Memorandum**

**For Chile**

Name: Andrés Herrera Troncoso  
Title: National Director  
Telephone: +56 44 2024613  
E-mail: aherreratr@sernac.cl  
Mailing Address: Agustinas 1336, piso 7, Santiago, Región Metropolitana.

**For Colombia**

Name: Mateo Varela Martínez  
Title: Coordinator of International Affairs  
Telephone: + 57 1 587 00 00 ext 10635  
E-mail: mvarela@sic.gov.co  
Mailing Address: Carrera 13 No. 27 - 00

**For Mexico**

Name: Alma Laurence Contreras Garibay  
Title: Deputy Legal Attorney  
Telephone: +52 55 5625 6700 ext. 16780  
E-mail:alcontrerasg@profeco.gob.mx  
Mailing Address: Av. José Vasconcelos 208 Col. Condesa, Cuauhtémoc  
06140 Ciudad de México

**For Peru:**

Name: Yvette Sanguinetti Campos  
Title: Legal Coordinator of the National Consumer Protection  
Authority Directorate  
Telephone: 991 861 170/(+511) 224 7800 Anexo 3901  
E-mail: ysanguinetti@indecopi.gob.pe  
Mailing Address: Av. Del Aire 384, San Borja, Lima, Perú

**For the United States of America:**

Name: Hugh Stevenson  
Title: Deputy Director, Office of International Affairs  
Telephone: 1.202.326.3511  
E-mail: hstevenson@ftc.gov  
Mailing Address: 600 Pennsylvania Avenue, NW, Washington DC 20580

## ANNEX 3

### Standard Request Form

The Standard Request form is expected to include the following:

- (a) the names of the Requested and of the Requesting Participants;
- (b) the name, location, and contact details of the subject(s) of the investigation, if available;
- (c) a general description of the alleged Covered Violation including, where applicable, the name of the product or service and the advertising or sales medium involved;
- (d) the estimated number and location of consumers likely to be harmed and the estimated economic harm;
- (e) the Applicable Consumer Protection Laws allegedly violated;
- (f) the description of the assistance requested;
- (g) the purpose for which the information requested will be used;
- (h) an affirmation to maintain the confidentiality of the Information exchanged pursuant to the Memorandum (see attached form) and the legal basis for maintaining confidentiality of a Request and all Information exchanged in connection with the Request;
- (i) an indication of any special precautions that should be taken in the course of fulfilling the Request;
- (j) a description of any investigation and consultations undertaken by the Requesting Participant;
- (k) a description of the information and materials establishing a Covered Violation including witnesses and documents that the Requesting Participant can provide to the Requested Participant; and
- (l) a declaration as to whether the Requesting Participant intends to share with another entity any Information exchanged in relation to the Request and, if there is such an intention, the name of that entity and any limitation or process to share that information.

## **CERTIFICATION**

**Requesting Participant:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Requested Participant:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Pursuant to Section VI of the Multilateral Memorandum of Understanding on Enforcement Cooperation among the National Consumer Protection Authorities of Chile, Colombia, Mexico and Peru and the Federal Trade Commission (“Memorandum”), I hereby certify on behalf of the Requesting Participant that:**

- 1. Any information or materials received pursuant to this Request for assistance will be used only for official law enforcement purposes and maintained in confidence.**
- 2. The Requesting Participant will not disclose the information or materials (including to a domestic or foreign law enforcement agency) except in connection with a judicial, administrative, or other legal proceeding commenced by this agency and related to our Request.**
- 3. If use in such a proceeding would result in public disclosure, the Requesting Participant will give the Requested Participant prior written notice of its intention to use the materials in the proceeding and an opportunity to seek appropriate relief.**
- 4. The Requesting Participant, to the extent permitted by law, will notify Requested Participant of the results of the investigation or enforcement proceeding pertaining to the Request.**
- 5. This agency will not retain documents and electronically stored information and tangible things that were shared under this Memorandum for longer than is reasonably needed for the purpose for which such materials were shared, or any document retention required by law, whichever is longer, and will return or delete any such materials that are no longer needed within a reasonable time after such materials are no longer required.**



The legal basis for the Requesting Participant to maintain the confidentiality for the requested material in confidence is identified in Annex 1 of the Memorandum.

On behalf of the Requesting Participant:

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## **ANNEX 4**

### **Consultation with Other Government Entities**

The following government entities are recognized as having particular interest in contributing to the Memorandum's goal of enhancing cross-border cooperation among consumer protection agencies:

#### **For Chile**

- 1.Ministerio de Economía, Fomento y Turismo
- 2.Ministerio de Relaciones Exteriores de Chile

#### **For Colombia**

Ministerio de Comercio, Industria y Turismo (MINCIT)  
Superintendencia Financiera  
Superintendencia de Transporte  
Superintendencia Nacional de Salud  
Instituto Nacional de Vigilancia de Medicamentos y Alimentos  
Comisión de Regulación de Comunicaciones

#### **For Mexico**

Secretaría de Economía (SE)  
Instituto Nacional de Transparencia, Acceso a la Información y Protección de Datos Personales (INAI)  
Instituto Nacional de Telecomunicaciones (IFT)  
Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros (Condusef)  
Comisión Federal de Competencia Económica (Cofece)

#### **For Peru:**

- 1.Ministerio de Educación
- 2.Ministerio de la Producción
- 3.Ministerio de Salud
- 4.Ministerio de Transportes y Comunicaciones
- 5.Ministerio de Vivienda, Construcción y Saneamiento
- 6.Ministerio de Economía y Finanzas
- 7.Gobiernos Regionales
- 8.Gobiernos Locales
- 9.Superintendencia de Banca, Seguros y AFP
- 10.Organismos Reguladores de Servicios Públicos

## 11. Defensoría del Pueblo

### **For the United States of America:**

1. United States Department of Justice, Consumer Protection Branch
2. United States Postal Inspection Service
3. Consumer Financial Protection Bureau
4. Food and Drug Administration
5. Federal Communications Commission