

Memorandum of Understanding
between the
Competition and Consumer Protection Commission
and the
European Consumer Centre Ireland



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

Competition and
Consumer Protection
Commission



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1. Signatories

The Competition and Consumer Protection Commission (*‘the Commission’*) was established on 31 October 2014 pursuant to Part 2, Chapter 1 of the Competition and Consumer Protection Act, 2014 (*‘the Act’*). In addition to the functions assigned to it by any other provision of the Act, or of any other enactment, the Commission is charged with (a) promoting competition; (b) promoting and protecting the interests and welfare of consumers; (c) carrying out an investigation, either on its own initiative or in response to a complaint made to it by any person, into any suspected breach, which may be occurring or has occurred, of the provisions referred to by the Act; (d) enforcing the ‘relevant statutory provisions’ (as defined in section 2 of the Act); (e) encouraging compliance with the relevant statutory provisions; (f) setting strategic objectives for the Commission; and (e) ensuring that appropriate systems and procedures are in place to achieve the Commission’s strategic objectives, taking all reasonable steps available to it to achieve those objectives.

The European Consumer Centre in Ireland (*‘ECC Ireland’*) is part of the European Consumer Centres’ Network (*‘ECC-Net’*), a pan-European network co-funded by the European Commission and the Member States in accordance with the applicable grant procedure and relevant EU decisions, programmes, directives and regulations. Within the scope set out by Article 2 of the ECC-Net Vademecum (*‘the Vademecum’*), ECC Ireland is charged with (a) providing consumers with information and advice on their rights related to their cross-border purchases of goods and services; (b) assisting consumers with the handling of cross-border complaints; and (c) carrying out duties in accordance with the activities described in its Work Programme in order to fulfil its specific objectives under the Vademecum.

2. Objective

The purpose of this Memorandum of Understanding (*the Memorandum*) is to provide a non-legally binding framework for the working relationship between the signatories, having regard to Article 11 (Objective 7: Cooperating with enforcement authorities) of the Vademecum.

3. General Co-operation

3.1 The signatories recognise the importance of close co-operation between them to better serve consumers by addressing breaches of consumer protection legislation and will ensure that there is an appropriate and timely flow of communication between them.

3.2 The signatories will endeavour to:

(i) Avoid duplication of activities insofar as reasonable, particularly in the area of information gathering, without prejudice to the coordination of certain activities, including training and communication campaigns if opportune, in order to exercise their roles in a complementary fashion;

(ii) Enable a signatory to be consulted in relation to issues of mutual interest.

4. Specific Co-operation

4.1 Referral of Consumer Contacts:

Contacts received from consumers by either signatory but falling under the remit of the other will be referred or redirected as a matter of course. Where appropriate, the signatories may consult each other.

4.2 Mutual Assistance:

The signatories may seek assistance from each other when the circumstances so demand. Without prejudice to the communication which may exist on a regular or routine basis between other officers, the Commission's Director of Consumer Enforcement and Legal Adviser, and ECC Ireland's Manager and Legal Adviser, agree to maintain regular communication between them.

4.3 Enforcement Considerations:

4.3.1 ECC Ireland will report to the Commission perceived or repeated breaches which may harm consumer interests, where the trader and/or the consumers concerned are based in Ireland. Subject to section 5, ECC Ireland agrees to provide the Commission with evidence about complaints, and information on systemic problems and emerging trends. On request, the signatories may inform each other of the outcome of a given action.

4.3.2 In the context of activities falling under Regulation 2006/2004 on consumer protection cooperation (e.g. EU Sweeps), the Commission may, at its discretion, request assistance from ECC Ireland.

5. Information Sharing and Confidentiality

- 5.1 The signatories acknowledge that they may only disclose information in accordance with this Memorandum if permitted or not prevented under any applicable laws, including but not limited to data protection legislation.
- 5.2 The signatories recognise the need for discretion and commit to an adequate level of confidentiality and professional secrecy as regards the exchange of non-public information. Before sharing certain information, ECC Ireland or the Commission may in particular seek prior authorisation from the consumer(s) concerned where appropriate and, as the case may be, from the European Commission.
- 5.3 Where a signatory provides information to the other (whether pursuant to a request or otherwise), the signatory receiving such information shall only use such information for the purpose agreed with, or consented to by, the signatory providing such information.

6. Meetings

The signatories will meet not less than annually to discuss matters of mutual interest and priorities, and will communicate routinely between meetings on such topical matters that may arise in the course of day-to-day business.

7. Implementation and Review

- 7.1 This Memorandum will be effective from the date of signature indicated below.
- 7.2 The signatories may review this Memorandum from time to time as necessary.
- 7.3 Either signatory may request a meeting during the period the Memorandum is in force to discuss its operation, including the ability for termination.

8. Communication

ECC Ireland may, whether pursuant to a request or otherwise, furnish the European Commission and/or the Consumers, Health and Food Executive Agency with a copy of this Memorandum.

SIGNED by:

Stephen Calkins
Member
Competition and Consumer Protection Commission

Date:

Ann Neville
Manager
European Consumer Centre Ireland

Date: