

Director
Bureau of Consumer Protection
U.S. Federal Trade Commission
600 Pennsylvania Avenue N.W.
Washington, DC, USA
20580

Dear Jessica Rich,

Re: **Memorandum of Understanding entered into between the Financial and Consumer Affairs Authority of the Province of Saskatchewan, the Commissioner for Competition of Canada, the United States Federal Trade Commission, the RCMP F Division, the Saskatoon Police Service, the Regina Police Service, the Canada Post Security and Investigation Services (Prairie Region), and the United States Postal Inspection Service regarding the Establishment of a Joint Enforcement Initiative Regarding Enforcement of Deceptive Marketing Practices Laws dated 2011.**

Pursuant to paragraph 11 - TERM of the Memorandum of Understanding (MOU) referenced above, the RCMP F Division hereby elects to amend the above-referenced MOU as follows:

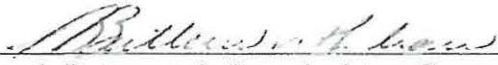
(1) Paragraph 11 – TERM of the above identified MOU is hereby amended as follows:
The year 2013 be deleted and the year 2018 be added in lieu thereof.

With the exception of the above-stated amendments paragraph, it is understood that all other terms and conditions forming a part of the original MOU, will remain in full force and effect.

Please indicate your approval of the above-stated amendments by signing below and returning one fully-executed original of this amendment letter to Staff Sergeant Scott Lambie, NCO in Charge, F Division Economic Crime – South. You may retain the other fully-executed original for your files.


ACCEPTED BY:

For the RCMP:


Brenda Butterworth-Carr, Assistant Commissioner
"F" Division Commanding Officer

Date: 2014-01-20

For the Federal Trade Commission:


Jessica Rich, Director
Bureau of Consumer Protection

Date: 6-23-14

It is the FTC's understanding that the parties intend that the term of the MOU extend through December 31, 2018.

MEMORANDUM OF UNDERSTANDING (MOU)
ON THE ESTABLISHMENT OF A JOINT ENFORCEMENT INITIATIVE
REGARDING ENFORCEMENT OF DECEPTIVE MARKETING PRACTICES LAWS
BETWEEN THE FOLLOWING:
THE MINISTRY OF JUSTICE OF THE PROVINCE OF SASKATCHEWAN
THE COMMISSIONER OF COMPETITION OF CANADA
THE UNITED STATES FEDERAL TRADE COMMISSION
THE ROYAL CANADIAN MOUNTED POLICE
SASKATOON POLICE SERVICE
REGINA POLICE SERVICE
CANADA POST SECURITY AND INVESTIGATION SERVICES PRAIRIE REGION
UNITED STATES POSTAL INSPECTION SERVICE
(Collectively referred to as the "Participants")

BACKGROUND

Whereas, in recognition of the great consumer and business harm that flows from fraudulent, deceptive, and misleading marketing practices, the *Agreement between the Government of Canada and the Government of the United States of America regarding the Application of their Competition and Deceptive Marketing Practices Laws* was done on August 3, 1995 (the "Agreement") which, among other things, called for establishing a "framework for cooperation and coordination with respect to enforcement of deceptive marketing practices laws";

Whereas, pursuant to the Agreement, the United States and Canada on September 10, 1996 established a United States - Canadian Task Force on Cross-Border Deceptive Marketing Practices to promote cooperation between law enforcement authorities in the U.S. and Canada respecting deceptive marketing practices with a cross-border component, and directed it to explore methods to improve cross-border information sharing and to seek to involve federal, state, provincial, and local law enforcement authorities in cooperative efforts it developed;

Whereas, in April 1997, President Clinton and Prime Minister Chrétien established a United States-Canada Working Group on Telemarketing Fraud ("Working Group") and directed it to prepare a report of ways to counter the serious and growing problem of deceptive cross-border telemarketing;

Whereas, the Working Group's Report recognized that cooperation and sharing accurate information allows law enforcement agencies to avoid effort duplication and more quickly identify and prosecute ongoing fraud, deception, and misleading marketing practices, and recommended expanding access to such information;

Whereas, cooperation and information sharing pursuant to these efforts has resulted in a substantial number of law enforcement actions with a cross-border component, to the benefit of consumers and businesses in the United States and Canada;

Whereas, various Canadian law enforcement agencies have developed a National Strategy to Combat Mass Marketing Fraud, the success of which requires a coordinated network of law enforcement agencies from all regions of Canada to combat the increasing problem of mass marketing fraud;

Now therefore, to continue and improve these successful information sharing and cooperative law enforcement efforts, and to the extent consistent with their laws, enforcement policies, and information sharing restrictions, the Saskatchewan Ministry of Justice, the Commissioner of Canada's Competition Bureau, the United States Federal Trade Commission, Royal Canadian Mounted Police, Saskatoon Police Service, Regina Police Service, Canada Post Security and Investigation Services Prairie Region and the United States Postal Inspection Service (the "Participants") intend to establish a joint enforcement initiative and understand as follows:

1. PURPOSE AND SCOPE

a. The primary purpose and intent of this joint enforcement initiative is to coordinate law enforcement activities among the Participants, to identify fraudulent, deceptive and misleading marketing practices with a Saskatchewan nexus, to facilitate, where appropriate, information sharing among the Participants and to support each other's law enforcement actions against persons and entities that engage in various types of deceptive marketing practices, as consistent with their respective laws, policies, priorities and resources.

b. The Participants intend for participation in this enforcement initiative to be done in accordance with applicable laws and policies of the Participant agencies. Participation in this enforcement initiative is not intended to affect each Participant's authority to carry out its lawful mandate in the manner that the Participant, in its sole discretion, deems appropriate.

c. Nothing in this Memorandum of Understanding is intended to create legally binding obligations under domestic or international law, nor require a Participant to take any action, or to refrain from acting, in a manner inconsistent with existing law, or to require any change in the law of Canada or the United States.

2. ROLES AND COMMITMENTS OF PARTICIPANTS

a. As further specified in paragraphs 2(a) to 2(k), all Participants intend to each use best efforts to contribute and share resources, on a case to case basis, to collect, share and provide data analysis to information related to fraud and deceptive marketing practices having a Saskatchewan nexus, as appropriate and in accordance with applicable laws and policies and the terms of this MOU, and to help coordinate law enforcement actions among the Participants.

b. The U.S. Federal Trade Commission, Bureau of Consumer Protection, intends to use best efforts to provide appropriate data analysis in support of the joint enforcement initiative, and investigative and financial support to help locate, interview and, in appropriate cases, bring American witnesses to law enforcement proceedings with a Saskatchewan nexus brought by the other Participants

c. The U. S. Postal Inspection Service intends to, as appropriate, use best efforts to invoke its civil and/or criminal law enforcement authority respecting the mail in support of the joint enforcement initiative, including: exploring the applicability of its authority to seize and return mail; assisting with verifying addresses and eliciting information about use of commercial mail receiving agencies; providing investigative help in the United States, and where appropriate, in Canada to further the goals of the joint enforcement initiative; and otherwise supporting the joint enforcement initiative in appropriate ways.

d. The Royal Canadian Mounted Police, the Commissioner of Competition, Saskatoon Police Service, and Regina Police Service, will use best efforts to contribute certain resources when the need arises in order to: (1) develop evidence via surveillance, controlled deliveries, search warrants, production orders, interviews and interrogations conducted within Canadian Laws and Standards (2) Liaison with Crown Attorneys to facilitate Mutual Legal Assistance Treaty Requests (MLAT) and Extradition requests and assist in the procurement of any related search warrants and/or court orders necessary to gather such evidence, conduct depositions, or coordinate video link testimony when required.

e. Canada Post Security and Investigation Service Prairie Region intends to, as appropriate, use best efforts to invoke its civil authority to seek Prohibitory Orders against

those who use the mails to commit various offenses, as well as providing assistance in verifying addresses and supporting the joint enforcement initiative in appropriate ways.

f. Where necessary and appropriate, Participants having a law enforcement mandate in relation to an investigation of deceptive marketing practices involving individuals and companies in Saskatchewan targeting U.S. citizens as well as individuals and companies in the United States targeting Saskatchewan citizens, intend to use best efforts to cooperate and may develop and engage in joint investigations.

g. The Participants intend to establish an Administrative Committee to oversee policy, operations and learning opportunities for the joint enforcement initiative.

h. The Participants intend to meet on a regular basis, (no less than every six months), in person or by teleconference, to develop, evaluate, and coordinate their law enforcement strategies and techniques.

i. Each Participant intends to devote adequate resources, as appropriate and to the extent possible, to the development of this joint enforcement initiative.

j. The Participants intend to also cooperate and coordinate with any other appropriate law enforcement agency, the prosecutorial services of Saskatchewan Justice, the Competition Law Division of Department of Justice Canada, the Public Prosecution Service of Canada, and the United States Department of Justice, in relation to investigations or prosecutions arising out of this joint enforcement initiative. This cooperation may include making witnesses and relevant documents and evidence available for purposes of prosecutions, in accordance with applicable laws and policies.

k. The Participants intend to co-operate in establishing equivalencies in information classification levels.

3. CONFIDENTIALITY AND USE OF INFORMATION

Each Participant intends to:

a. Share, on a case by case basis, relevant information with one or more of the other Participants only to the extent necessary for law enforcement purposes and in accordance with applicable laws and policies. Participants may exercise their discretion not to share information for any reason, including but not limited to protecting ongoing investigations, protecting information provided by a third party, or protecting privacy;

b. Use information provided by another Participant solely for the purpose of law enforcement activities;

- c. Treat information received from another Participant in confidence and take all reasonable measures to preserve its confidentiality and integrity and to safeguard the information against accidental or unauthorized access, use or disclosure;
- d. Mark any information provided with the appropriate security classification;
- e. Treat information received from another Participant in accordance with the security markings on it and provide equivalent protection to it while it is in the receiving Participant's possession;
- f. Implement such security standards as directed by the supplying Participant to receive, store, transmit, and distribute the intelligence and information;
- g. Not reclassify or disclose information received to a third party, including other Participants to this MOU, without the express consent of the supplying Participant or as required by law, in which case the supplying Participant will be notified.
- h. Abide by caveats, terms, or conditions accompanying the information received;
- i. Strictly limit access to received information and intelligence to those employees (including contractors and secondees) holding peace officer status or performing investigative functions who need to know the information to perform their duties and who possess the necessary security clearance;
- j. Maintain appropriate records concerning the transmission and receipt of information exchanged;
- k. Recognize the fact that the information provided by another Participant may be subject to judicial/legislative disclosure;
- l. Ensure that, except in exigent circumstances, requests for information are in writing setting out the rationale for the request and the nature of the information sought.

4. INFORMATION MANAGEMENT

- a. The Participants intend for information disclosed under this arrangement to be administered, maintained, and disposed of in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines.
- b. Each Participant intends to promptly notify the supplying Participant of any unauthorized use or disclosure of the information exchanged under this MOU and intends to furnish that Participant with details of such unauthorized use or disclosure. In the event of such an occurrence the Participant safeguarding of the information intends to take all

reasonably necessary steps to prevent a re-occurrence;

c. Each Participant intends to immediately notify the supplying Participant if it receives a request under privacy or access to information legislation, or other lawful authority, for information provided by that Participant under this MOU. If requested, the Participant intends to endeavour to protect the information from disclosure to the extent permitted by law;

d. Each Participant intends to promptly return any information that should not have been provided to it by another Participant.

5. ACCURACY OF INFORMATION

Each Participant intends to:

a. use its best efforts to verify the accuracy and completeness of the information provided to the other Participant;

b. promptly notify the other Participant if it learns that inaccurate or potentially unreliable information may have been provided or received and take all reasonable remedial steps.

6. EXCHANGE OF EXPERTISE

The Participants may, as they deem necessary:

a. share their mutual expertise and best practices;

b. participate in joint seminars, training courses, and other meetings; and

c. facilitate visits of experts, law enforcement, security, intelligence authorities, and administrators, in the areas of cooperation covered by this MOU, as long as such visits have been approved in writing by the concerned Participants.

7. DISPUTE RESOLUTION

The Participants intend to resolve any disputes arising from the interpretation or operation of this arrangement, by consultation between the Participants.

8. COMING INTO OPERATION

The Participants intend that this MOU will commence upon signing by all Participants. Any Participant may withdraw from the MOU upon thirty (30) days written notice. Should a Participant withdraw, the remaining Participants intend to continue their cooperation under the MOU. Any Participant who withdraws intends to continue to fulfill any responsibilities under the MOU which accrued before its withdrawal.

9. DEPARTMENTAL REPRESENTATIVES

The following officials are designated as the departmental representatives for purposes of this MOU and any notices needed under this MOU should be delivered as follows:

In the case of the RCMP, to: Commanding Officer "F" Division
Royal Canadian Mounted Police
6101 Dewdney Avenue
Bag 2500
REGINA, Saskatchewan S4P 3K7
Tel. (306) 780-5527

In the case of the Saskatchewan Ministry of Justice, to: Deputy Minister
Justice & Attorney General
1000 - 1874 Scarth Street
REGINA, Saskatchewan S4P 4B3
Tel. (306) 787-5351

In the case of the Commissioner of Competition, to: Deputy Commissioner of Competition
Industry Canada
Competition Bureau
Fair Business Practices Branch
50 Victoria St.
GATINEAU, Quebec K1A 0C9

In the case of United States Federal Trade Commission, to: Director
Bureau of Consumer Protection
U.S. Federal Trade Commission
600 Pennsylvania Ave. N.W.
WASHINGTON, D.C. 20580

In the case of Regina Police Service, to: Chief of Police
1717 Osler Street
REGINA, Saskatchewan S4P 3W3
Tel. (306) 777-6500

In the case of Saskatoon Police Service, to: Chief of Police
130 4th Ave. North
P.O. Box 1728
SASKATOON, Saskatchewan
Tel. (306) 975-8300

In the case of Canada Post, to: Postal Inspector in Charge
Security & Investigation Services
Canada Post Corporation
Suite #125- 266 Graham Ave
Winnipeg, Mb R3C-0K2
Tel. (204) 987-5672.

In the case of U. S. Postal Inspection Services, to: U.S. Postal Inspector in Charge,
Criminal Investigations Group
United States Postal Inspection Services
475 L'Enfant Plaza,
Washington, D.C. 20260-2169

A Participant may change the designated departmental representative upon written notification thereof to the other Participants.

10. AMENDMENT TO THE ARRANGEMENT

This MOU may be amended in writing upon joint decision of all Participants.

11. TERM

The Participants intend for this MOU to continue to be in operation until 2013. The arrangement may be renewed upon signature of interested Participants.

12. FINANCIAL ARRANGEMENTS

The Participants intend to pay for any costs incurred to meet their respective financial commitments as intended to within this MOU, including:

- a. Upgrading and maintaining secure facilities, including the acquisition of secure containers.
- b. Ensuring all Participants who may have access to either Participants' information or intelligence are authorized for access to law enforcement confidential materials.


13. AUDITS

The Participants intend to meet or conduct discussions on an annual basis to review and assess the operation and effectiveness of the MOU.

Signed in eight originals:

 Chief of Police
 Regina Police Service

Dated: _____



 Deputy Minister
 Saskatchewan Ministry of Justice & Attorney
 General

NOV 9 A 2011
 Dated: _____


 Chief of Police
 Saskatoon Police Service

Dated: _____

 Commanding Officer "F" Division
 Royal Canadian Mounted Police

Dated: _____

CERTIFIED TRUE COPY
 NOV 18 2011
 Date: _____



 Registrar/Deputy Registrar
 Consumer Protection Branch
 Saskatchewan Justice

 Deputy Commissioner of Competition
 Fair Business Practices Branch
 Competition Bureau

Dated: _____

 Director
 Bureau of Consumer Protection
 U.S. Federal Trade Commission

Dated: _____

 U.S. Postal Inspector in Charge,
 Criminal Investigations Group
 United States Postal Inspection Services

Dated: _____

 Canada Post Security and Investigation
 Services, Postal Inspector in Charge

Dated: _____

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 Chief of Police
 Regina Police Service

 Deputy Minister
 Saskatchewan Ministry of Justice & Attorney
 General

Dated: _____

Dated: _____

 Chief of Police
 Saskatoon Police Service

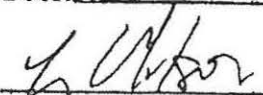
 Commanding Officer "F" Division
 Royal Canadian Mounted Police

CERTIFIED TRUE COPY

Date: NOV 18 2011

Dated: _____

Dated: _____



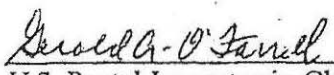
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 Consumer Protection Branch
 Saskatchewan Justice

 Deputy Commissioner of Competition
 Fair Business Practices Branch
 Competition Bureau

 Director
 Bureau of Consumer Protection
 U.S. Federal Trade Commission

Dated: _____

Dated: _____


 U.S. Postal Inspector in Charge,
 Criminal Investigations Group
 United States Postal Inspection Services

 Canada Post Security and Investigation
 Services, Postal Inspector in Charge

Dated: 9/26/11

Dated: _____

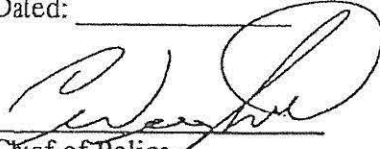
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Signed in eight originals:

 Chief of Police
 Regina Police Service

Dated: _____


 Chief of Police
 Saskatoon Police Service

Dated: August 15/11

 Deputy Commissioner of Competition
 Fair Business Practices Branch
 Competition Bureau

Dated: _____

 U.S. Postal Inspector in Charge,
 Criminal Investigations Group
 United States Postal Inspection Services

Dated: _____

 Deputy Minister
 Saskatchewan Ministry of Justice & Attorney
 General

Dated: _____

 Commanding Officer "F" Division
 Royal Canadian Mounted Police

Dated: _____

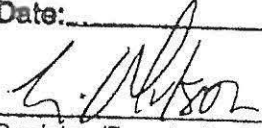
 Director
 Bureau of Consumer Protection
 U.S. Federal Trade Commission

Dated: _____

 Canada Post Security and Investigation
 Services, Postal Inspector in Charge

Dated: _____

CERTIFIED TRUE COPY
 NOV 18 2011

Date: _____


 Registrar/Deputy Registrar
 Consumer Protection Branch
 Saskatchewan Justice

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 Chief of Police
 Regina Police Service

 Deputy Minister
 Saskatchewan Ministry of Justice & Attorney
 General

Dated: _____

Dated: _____

 Chief of Police
 Saskatoon Police Service

 Commanding Officer "F" Division
 Royal Canadian Mounted Police

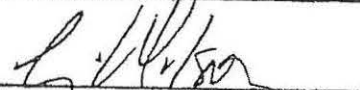
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Dated: _____

Dated: _____



Registrar/Deputy Registrar
 Consumer Protection Branch
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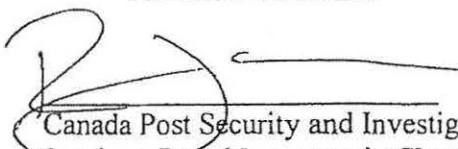
 Deputy Commissioner of Competition
 Fair Business Practices Branch
 Competition Bureau

 Director
 Bureau of Consumer Protection
 U.S. Federal Trade Commission

Dated: _____

Dated: _____

 U.S. Postal Inspector in Charge,
 Criminal Investigations Group
 United States Postal Inspection Services



 Canada Post Security and Investigation
 Services, Postal Inspector in Charge
 Rick Jansen

Dated: _____

Dated: August 29/2011

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Signed in eight originals:

[Handwritten Signature]

 Chief of Police
 Regina Police Service

 Deputy Minister
 Saskatchewan Ministry of Justice & Attorney
 General

Dated: Aug 5/11

Dated: _____

 Chief of Police
 Saskatoon Police Service

 Commanding Officer "F" Division
 Royal Canadian Mounted Police

CERTIFIED TRUE COPY
 NOV 18 2011
 Date: _____

Dated: _____

Dated: _____

[Handwritten Signature]

 Registrar/Deputy Registrar
 Consumer Protection Branch
 Saskatchewan Justice

 Deputy Commissioner of Competition
 Fair Business Practices Branch
 Competition Bureau

 Director
 Bureau of Consumer Protection
 U.S. Federal Trade Commission

Dated: _____

Dated: _____

 U.S. Postal Inspector in Charge,
 Criminal Investigations Group
 United States Postal Inspection Services

 Canada Post Security and Investigation
 Services, Postal Inspector in Charge

Dated: _____

Dated: _____

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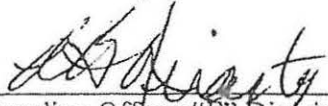
 Chief of Police
 Regina Police Service

 Deputy Minister
 Saskatchewan Ministry of Justice & Attorney
 General

Dated: _____

Dated: _____

 Chief of Police
 Saskatoon Police Service



 Commanding Officer "F" Division
 Royal Canadian Mounted Police

Dated: _____

Dated: 2011-08-23


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 Date: _____

 Deputy Commissioner of Competition
 Fair Business Practices Branch
 Competition Bureau

 Director
 Bureau of Consumer Protection
 U.S. Federal Trade Commission

Dated: _____

Dated: _____



 Registrar/Deputy Registrar
 Consumer Protection Branch
 Saskatchewan Justice

 U.S. Postal Inspector in Charge,
 Criminal Investigations Group
 United States Postal Inspection Services

 Canada Post Security and Investigation
 Services, Postal Inspector in Charge

Dated: _____

Dated: _____

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 Deputy Minister
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 General

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Dated: _____

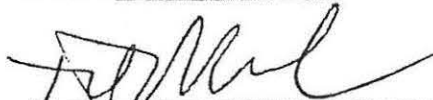
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 Commanding Officer F Division
 Royal Canadian Mounted Police

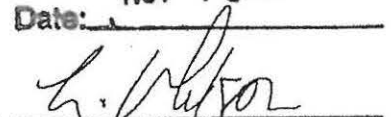
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Dated: _____



 Director
 Bureau of Consumer Protection
 U.S. Federal Trade Commission



 Registrar/Deputy Registrar
 Consumer Protection Branch
 Saskatchewan Justice

 Deputy Commissioner of Competition
 Fair Business Practices Branch
 Competition Bureau

Dated: _____

Dated: October 27, 2011

 U.S. Postal Inspector in Charge,
 Criminal Investigations Group
 United States Postal Inspection Services

 Canada Post Security and Investigation
 Services, Postal Inspector in Charge

Dated: _____

Dated: _____