

MEMORANDUM OF UNDERSTANDING ON COOPERATION
BETWEEN
THE AUSTRALIAN COMPETITION AND CONSUMER COMMISSION
AND
OFFICE OF THE CONSUMER PROTECTION BOARD, KINGDOM OF
THAILAND

1. Purpose

- 1.1 This Memorandum of Understanding (**Memorandum**) is intended to set forth a voluntary framework for cooperation between the Australian Competition and Consumer Commission and Office of the Consumer Protection Board, Kingdom of Thailand (the **Participants**).
- 1.2 The Participants recognise the importance of cooperation, consultation, and coordination to facilitate the effective implementation of consumer protection and product safety law and policy in each country. The Participants have mutually consented to this Memorandum as a framework for this purpose.

2. Co-operation

- 2.1 Subject to their laws, policies, and reasonably available resources, the Participants may cooperate, including by:
- a. sharing best practices through the exchange of officials, information, and experiences on matters of mutual interest, including:
 - i. information and experiences relating to enforcement methods and priorities
 - ii. issues and trends in sectors, markets, and economic activities important to consumers and businesses (such as digital markets, scams, and product safety)
 - iii. exchanging experience on consumer protection and product safety advocacy and outreach, including to consumers, industry, and government, and
 - b. collaborating on projects of mutual interest, including via international forums.

3. Notification and Consultation

- 3.1 Subject to their laws, policies, and reasonably available resources, each Participant intends to notify the other Participant of:
- a. investigations or proceedings (action) it is taking under its consumer protection or product safety laws that it considers may significantly affect the interests of the other Participant; and

- b. activities in the country of the other Participant that significantly affect the notifying Participant's interests with respect to consumer protection and product safety.
- 3.2 Notification under subparagraph 3.1 will be given as early as practicable and where possible, will allow time for consultation before commencing any such action.
- 3.3 Where a Participant considers its interests may be significantly affected by the actions of the other Participant, it may request consultation with the other Participant.

4. Workplan

- 4.1 The Participants intend to develop a workplan to enable the cooperation activities contemplated by paragraph 2 of this Memorandum, which will be settled and revisable by mutual consent. The need for a workplan will be reviewed after three years.
- 4.2 The Participants will meet regularly, preferably at least once a year, to discuss the workplan and forthcoming cooperation activities. These meetings may take place virtually or in person. Where mutually convenient they may be held in the sidelines of other international meetings.
- 4.3 Unless otherwise determined by the Participants in the workplan, the Participants will each bear their own expenses relating to the cooperation activities conducted pursuant to this Memorandum.

5. Communication

- 5.1 The Participants plan to each appoint a liaison for the purpose of communicating about this Memorandum.
- 5.2 Communications will be carried out in English and may be carried out by telephone, electronic mail, videoconference, or in person meetings, as appropriate.

6. Confidentiality

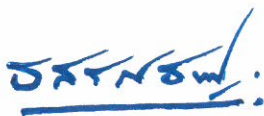
- 6.1 The Participants do not intend to communicate information to the other if such an exchange of information:
 - a. is prohibited by the laws or policies governing the Participant processing the information, or
 - b. Would be incompatible with the Participant's interests.
- 6.2 With respect to any information that is exchanged between the Participants, the recipient should, to the extent consistent with its laws:
 - a. maintain the confidentiality of any such information communicated to it
 - b. adhere to any conditions the Participant who provides the information imposes, and
 - c. seek written consent from the Participant who provides the information to any release or disclosure of the information.

7. Implementation of this Memorandum

- 7.1 This Memorandum will come into effect on the date it has been signed on behalf of the Participants and will continue to have effect unless terminated in accordance with paragraph 7.7 below.
- 7.2 The Participants will bear their own costs associated with implementing this Memorandum. This Memorandum will not create any financial rights or obligations between the Participants.
- 7.3 The Participants will periodically evaluate the effectiveness of this Memorandum and activities conducted under it.
- 7.4 This Memorandum may be amended at any time by the mutual written consent of the Participants.
- 7.5 The Participants reserve their full discretion in implementing the Memorandum and nothing is intended to change existing laws, policies, agreements, or treaties, or create legally binding or enforceable rights or obligations.
- 7.6 Any disputes about the interpretation or application of the Memorandum will:
 - a. be resolved by consultations between the Participants, and
 - b. not be referred to any national or international tribunal or third party for settlement.
- 7.7 This Memorandum may be terminated by either Participant giving at least 30 days written notice to the other Participant. The Participants will consult to determine how any outstanding matters should be dealt with.

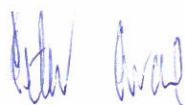
Signed at Bangkok on 27 July 2023 in two originals in English both texts being equally valid.

**For Office of the Consumer
Protection Board, Kingdom of
Thailand**



Thasornatt Thanittipun
Secretary General
of Consumer Protection Board

**For the Australian Competition and
Consumer Commission**



Peter Crone
Commissioner
Australian Competition and Consumer
Commission