

Consumer Sentinel Network Confidentiality Agreement

This agreement is entered into between the Bureau of Consumer Protection ("Bureau") of the Federal Trade Commission ("FTC") and the Australian Competition and Consumer Commission ("ACCC") in conjunction with all other domestic and foreign entities similarly agreeing, and in furtherance of the Agreement Between the Federal Trade Commission of the United States of American and the Australian Competition & Consumer Commission on the Mutual Enforcement Assistance in Consumer Protection Matters signed on July 17, 2000. The purpose of this agreement is to facilitate the confidential exchange of consumer complaint information, including information about consumer fraud and deception perpetrated through the Internet, direct mail, telemarketing, or other media, under the conditions set forth below.

The Consumer Sentinel Network

1. The FTC, in conjunction with the National Association of Attorneys General, Canshare, and PhoneBusters, has developed the Consumer Sentinel--an automated database to store investigatory information provided by participating law enforcement agencies and other contributors about consumer fraud and deception. Pursuant to the Identity Theft and Assumption

mation into one or both

offices or by providing such

system. Where necessary, the

ases, which are controlled by

vant and appropriate consumer

entinel network.

4. Information in the Consumer Sentinel Network shall be made available as follows:

a. Information in the Consumer Sentinel database will be available only to the FTC and participating domestic and foreign law enforcement agencies that sign this confidentiality agreement. The form, substance and extent of disclosures to foreign law enforcement entities shall be within the discretion of the FTC, subject to mutual agreement between

furnish information in the Consumer Sentinel Network to a nonparticipant by a court with jurisdiction to issue such an order, however, the FTC may, in its discretion, furnish that information subject to applicable statutory restrictions and in a manner consistent with the need to preserve the confidentiality of that information. In addition, the FTC will make aggregate statistics available to participants upon request and will continue to release trend data to the general public.

8. The signing party agrees that should it receive a request for access to this material or should that information become subject to compulsory process, it will immediately notify the FTC contact person of these facts so that a timely decision can be made on whether to furnish the requested information and, if the information is to be furnished, how to furnish it in a manner that will preserve its confidentiality.

9. The FTC has appointed the Associate Director for Planning and Information, Bureau of Consumer Protection, to be its contact person for purposes of this information exchange program. This official is responsible for ensuring the confidentiality of the information contained in the Consumer Sentinel Network and, in appropriate circumstances, for authorizing participants to make further disclosures of the material in response to requests for access or compulsory process. The Associate Director has also been delegated authority from the Commission to respond to requests for access from domestic law enforcement agencies to any FTC documentary materials relating to consumer fraud. Such requests will be handled under the procedures set forth in Commission Rule 4.11(c), 16 C.F.R. § 4.11(c), whereby the requesting party must submit a certification that the material will be used for law enforcement purposes and be kept confidential. The Director of the Bureau of Consumer Protection, subject to redelegation, may also respond to foreign access requests for certain information on consumer protection pursuant to the delegation authority set forth at 62 Fed. Reg. 15185 (1997).

_____ agrees to the above conditions.

Signature _____

Name _____

Title _____

Dated _____

Hugh Stevenson
Associate Director, Division of Planning and Information
for the Bureau of Consumer Protection

Dated: _____

Endnote:

