

# Memorandum of Understanding Between The U.S. Department of Labor and the Federal Trade Commission

## I. Purpose and Scope

The United States Department of Labor (hereinafter referred to as

workers who have been harmed or may be at risk of being harmed as a result of unfair methods of competition and unfair or deceptive acts or practices. Such methods, acts, or practices include collusive behavior; the use of business models designed to evade legal accountability, such as the misclassification of employees; illegal claims and disclosures about earnings and costs associated with work; the imposition of one-sided and restrictive contract provisions, such as noncompete and nondisclosure provisions; the extent and impact of labor market concentration; and the impact of algorithmic decisionmaking on workers. The Agencies

## B. Coordinated Investigations and Enforcement

The Agencies shall establish procedures for consulting and coordinating various stages of their respective investigative and enforcement activities with respect to potential violations of the competition and consumer protection laws enforced by the FTC or labor, employment, and workplace safety laws enforced by the DOL to promote coordinated enforcement initiatives, increase efficiency, and minimize duplication, where appropriate and to the extent allowable under law.

This may include, but is not limited to, staff at each Agency periodically consulting on specific complaints, including reviewing information obtained during an investigation or coordinating requests for information, as permitted by law, regulation, Agency policy, and this MOU. Staff may also exchange information about general patterns of conduct that may be anticompetitive or otherwise harm consumers, workers, or others. As discussed below, each Agency may make referrals of potential violations of the other Agency's laws, where appropriate.

## C. Training, Education, Research, and Outreach

Where the Agencies mutually determine it to be appropriate, the DOL and the FTC shall provide training to each Agency's staff in identifying cases and issues that may arise under the other's jurisdiction; engage in outreach and public education; share, develop, and disseminate training materials and programs; facilitate mission-relevant research projects by exchanging information, knowledge, or data; and develop joint policy statements and technical assistance documents when appropriate to facilitate a greater understanding and awareness of the laws that the Agencies enforce.

The Agencies' training, outreach, and education efforts shall include coordination on the experiences and enforcement perspectives of each Agency in identifying and investigating the legal implications of complex employment structures and exploitative business models and practices when appropriate. The Agencies may also meet periodically, and otherwise routinely share information, about their enforcement priorities and other identified employment trends.

The Agencies shall conduct all cross-agency consultations and training in compliance with and as permitted by the laws and regulations that govern the Agencies, individually and collectively, including, as applicable in each case: if conducted (i) on a non-reimbursable basis, pursuant to and in compliance with, as appropriate, 31 U.S.C. § 1301 (Appropriations restriction) and 31 U.S.C. §§ 1341-42 and 1517(a) (Antideficiency Act); or (ii) on a reimbursable basis, pursuant to the Economy Act, 31 U.S.C. § 1535, and all related regulations and legal authority, as applicable, and (b) pursuant to any agency-specific regulations and procedures as required.

All public materials will attribute the authorship of the public materials to the respective Agency or Agencies. Public materials bearing the DOL name, logo, or seal must be approved in advance by the DOL. All public materials bearing the FTC name, logo, or seal must be approved in advance by the FTC. Any such materials that include the opinions, results, findings, and/or interpretations of data arising from the result of activities of the Agency carrying out the activity



Providing Agency expressly consents to public release in writing or designates the information as publicly available in writing. Nonpublic Information includes any communication or transmission of information between the Agencies pursuant to this MOU, including from a Providing Agency to a Receiving Agency, whether in written, oral, electronic, or any other form, unless both Agencies designate the









Providing Agency to intervene in any related action for purposes of protecting the Providing Agency's interests; and

- c. Refrain from disclosing Nonpublic information to the third party except as otherwise provided herein, or otherwise from making such information public without prior written approval of the Providing Agency.

#### IV. Resource Provisions

Each Agency is responsible for funding efforts to fulfill their respective roles and responsibilities. This MOU does not itself authorize the expenditure or reimbursement of any funds. Nothing in this MOU obligates the Agencies to expend appropriations or enter into any contractor other obligations.

#### V. Totality and Entire Agreement

Except as expressly provided in this MOU, this MOU contains all the terms and conditions agreed upon by the Agencies concerning the subject matter of the agreement. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or be binding upon the Agencies. This MOU is not intended to confer any right upon any private person or other third party.

#### VI. Effective Date

This MOU will take effect immediately once signed by both Agencies and will expire five (5) years from the effective date. This MOU may be terminated by either Agency by giving ninety (90) days advance written notice to the other Agency prior to the date of termination. This MOU may be modified in writing by mutual consent of both Agencies. Renewal of the MOU may be accomplished by the written agreement of both Agencies. Provisions related to the confidentiality and handling of information exchanged pursuant to this MOU shall survive the termination of this MOU.

This MOU is executed as of the \_\_\_\_\_ W K day of J X V W, 2023.

