

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL TRADE COMMISSION AND THE NATIONAL LABOR RELATIONS BOARD

competition in labor markets. To better root out practices that harm workers in the “gig economy” and other labor markets, to enhance the enforcement of federal laws and regulations administered by the agencies, and to promote interagency collaboration through information sharing, cross-agency training, and coordinated outreach, the FTC and NLRB enter this Memorandum of Understanding (“MOU”):

1. The FTC enforces the Federal Trade Commission (“FTC Act”), 15 U.S.C. § 41 et seq, and other laws and regulations that prohibit, among other things, unfair methods of competition and unfair or deceptive acts or practices. The FTC aims to prevent anticompetitive, deceptive, and unfair business practices through effective law enforcement, advocacy, and education.
2. The NLRB enforces the National Labor Relations Act (“NLRA”), U.S.C. § 151 et seq, which guarantees the rights of employees to join together to improve their wages and working conditions, to organize a union and bargain collectively, and to engage in other protected concerted activity. “Parties” and “collective” are defined by the Parties.
The Parties recognize that continued and enhanced coordination and cooperation concerning issues of common regulatory interest will help to protect workers against unfair methods of competition, unfair or deceptive acts or practices, and unfair labor practices. Issues of common regulatory interest include labor market developments relating to the “gig economy” and other alternative work arrangements; aims and disclosures about earnings and costs associated with gig and other work; the imposition of one-sided and restrictive contract provisions, such as noncompete and nondisclosure provisions; extent and impact of labor market concentration; the impact of algorithmic decision making on workers; the ability of workers to act collectively; and the classification and treatment of workers.
4. Accordingly, the Parties enter into this MOU to facilitate (a) information sharing and cross-agency consultations on an ad hoc basis for official law enforcement purposes, in a manner consistent with and permitted by the laws and regulations that govern the Parties, (b) cross

5. This MOU does not create legally binding obligations on the Parties and does not create any right enforceable against the Parties or any of their officers or employees or any other person. This MOU also does not confer upon any third party any right and specifically does not confer on any third party the ability directly or indirectly to obtain, suppress, or exclude any information shared pursuant to this MOU, or to challenge a request under this MOU. Nothing in this MOU modifies each Party's ability, responsibility, or obligation to comply with or enforce the laws and regulations within its jurisdiction.
6. The FTC designates the Director of its Office of Policy Planning, or their designee, as the point of contact for matters related to coordination and cooperation pursuant to this MOU. For all other matters related to the interpretation or application of this MOU, the FTC designates its General Counsel or their designee, as its point of contact.
7. The NLRB designates its Associate General Counsel in the Division of Operations-Management or their designee, as the point of contact for matters related to coordination and cooperation pursuant to this MOU. For all other matters related to the interpretation or application of this MOU, the NLRB designates its Associate General Counsel in the Division of Legal Counsel or their designee, as its point of contact.
8. For purposes of this MOU, "Nonpublic Information" means all information in any format (including written, oral, or electronic) shared pursuant to this MOU unless the Providing Party expressly consents or designates the information publicly available. Information shared by a Party under this MOU may be marked as Controlled Unclassified Information ("CUI") in accordance with 32 C.F.R. Part 2002. The Parties shall handle information marked as CUI in accordance with Executive Order 13556 (Nov. 4, 2010), 32 C.F.R. Part 2002, and the CUI Registry ([CUI Categories | National Archives](#)).
9. The Parties may provide each other such Nonpublic Information concerning issues of common regulatory interest on an ad hoc basis, where this is consistent with applicable authorities, complies with statutory and regulatory requirements, and as otherwise appropriate. Nothing in this MOU shall be deemed to waive or alter any existing statutory or regulatory requirements governing the disclosure of Nonpublic Information. Each Party will maintain such Nonpublic Information in a manner that conforms to the standards that apply to federal Parties for the protection of the confidentiality of Nonpublic Information and personally identifiable information and for security and integrity, including the Privacy Act of 1974, 5 U.S.C. § 552a; the Freedom of Information Act, 5 U.S.C. § 552; the Federal Records Act, 44 U.S.C. § 3101 et seq.; the Fed9inting

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