

**From:** [REDACTED]  
**To:** [REDACTED]  
**CC:** [REDACTED]  
**Sent at:** 23/10/23 12:19:40  
**Subject:** RE: EDPS/ICO MoU and Collaboration plan

Hi Anna, [REDACTED]

I hope you had an enjoyable time in Bermuda at the GPA and that you got some time to enjoy an activity other than sitting in meeting rooms and talks.

I'm given to understand that our Commissioner's were considering a signing of the MoU between the ICO and EDPS on the 8 November in Brussels, is this your understanding also?

If this is the case we would be grateful to receive a draft of the MoU from yourselves as soon as possible so we can make sure it's all ok on our side and get it signed off by our legal department ready for the date.

Any problems or concerns please let me know.

Best regards,



[REDACTED]  
Group Manager, International Regulatory  
Cooperation Directorate

Information Commissioner's Office, Wycliffe House,  
Water Lane, Wilmslow, Cheshire SK9 5AF

[REDACTED]

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**From:** [REDACTED]  
**Sent:** Wednesday, September 13, 2023 2:51 PM  
**To:** [REDACTED] 'anna.buchta@edps.europa.eu'  
<anna.buchta@edps.europa.eu>  
**Cc:** [REDACTED]  
**Subject:** EDPS/ICO MoU and Collaboration plan

Hi Anna, [REDACTED]

Thank you for speaking with me and [REDACTED] just now, it's always great to connect.

As discussed, I have attached our MoU template and our Collaboration Plan template. We are by no means strict to these and they are just a helpful starter/guide. If you have any ideas or styles, you'd like to adopt for the MoU

between the EDPS and ICO we are very open to suggestions. Also, the Collaboration Plan is not a requirement and we don't have many of these active, but they are an additional level of detail we can include in our organisational relationship if needed.

Also below is a link to our list of MoUs (both national and international):

[Working with other bodies | ICO](#)

Our MoUs with the US FTC, Ireland and Malta are below just to give an idea of flexibility in our final agreement:

[MoU US Federal Trade Commission - 2 December 2020 \(ico.org.uk\)](#)

[ico-dpc-ireland-202207.pdf](#)

[ico-malta-idpc-signed-mou-23062023.pdf](#)

If you have any questions please feel free to ask as we would be more than happy to provide any further information. Also if it would be worth us arranging a further call in the future once you and your colleagues have had a chance to review the documents, I would be happy to book this in.

Best regards,



[REDACTED]  
Group Manager, International Regulatory  
Cooperation Directorate  
Information Commissioner's Office, Wycliffe House,  
Water Lane, Wilmslow, Cheshire SK9 5AF

[REDACTED]  
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Date:

# Memorandum of Understanding

between:

The Information Commissioner

for

The United Kingdom of Great Britain & Northern  
Ireland

- and -

XXXXXX

for

XXXXXX

for Cooperation in the Regulation of  
Laws Protecting Personal Data

## 1. Introduction

1.1 This Memorandum of Understanding (“**MoU**”) establishes a framework for cooperation between

(I) The Information Commissioner (the “**Commissioner**”) and

(II) XXXXXXXXXX (“**[SA]**”),

together referred to as the “**Participants**”.

1.2 The Participants recognise the nature of the modern global economy, the increase in circulation and exchange of personal data across borders, the increasing complexity of information technologies, and the resulting need for increased cross-border enforcement cooperation with the aim of providing consistency and certainty.

1.3 The Participants acknowledge that they have similar functions and duties concerning the protection of personal data in their respective countries.

1.4 The Participants highlight the unique geographical, cultural, and economic links between their countries, and the importance of consulting on, and taking account of, their respective regulatory activity in order to better protect the citizens of the United Kingdom and XXXXX and support businesses in compliance with laws protecting personal data.

1.5 This MoU reaffirms the intent of the Participants to deepen their existing relations and to promote exchanges to assist each other in the regulation of laws protecting personal data.

1.6 This MoU sets out the broad principles of collaboration between the Participants and the legal framework governing the sharing of relevant information and intelligence between them.

1.7 Reducing divergences in the regulatory approach taken by the Participants, when addressing similar issues, benefits industry, consumers and other stakeholders in their respective countries. Whilst having regard to the different laws and regulations of their respective countries as well as their statutory independence, this MOU is intended to avoid divergences and promote consistency in the administration of similar data protection laws.

1.8 The Participants confirm that nothing in this MoU should be interpreted as imposing a requirement on the participants to co-operate with each other. In particular, there is no requirement to co-operate in circumstances which would place either Participant in breach of their legal responsibilities, including:

(a) in the case of the Commissioner: the retained EU law version of the General Data Protection Regulation ((EU) 2016/679 (“UK GDPR”)); and

(b) in the case of the [SA]: the [*name of relevant law*]. .

1.9 The MoU sets out the legal framework for information sharing, but it is for each Participant to determine for themselves that any proposed disclosure is compliant with the law applicable to them.

## **2. The role and function of the Information Commissioner**

2.1 The Commissioner is a corporation sole appointed under the Data Protection Act 2018 (the “**DPA**”) to act as the UK’s independent regulator to uphold information rights in the public interest, promote openness by public bodies and data privacy for individuals.

2.2 The Commissioner is empowered to take a range of regulatory action for breaches of the following legislation (as amended from time to time):

(a) Data Protection Act 2018 (“DPA”);

(b) UK GDPR;

(c) Privacy and Electronic Communications (EC Directive) Regulations 2003 (“PECR”);

(d) Freedom of Information Act 2000 (“FOIA”);

(e) Environmental Information Regulations 2004 (“EIR”);

(f) Environmental Protection Public Sector Information Regulations 2009 (“INSPIRE Regulations”);

(g) Investigatory Powers Act 2016;

- (h) Re-use of Public Sector Information Regulations 2015;
- (i) Enterprise Act 2002;
- (j) Security of Network and Information Systems Directive (“NIS Directive”); and
- (k) Electronic Identification, Authentication and Trust Services Regulation (“eIDAS”).

2.3 The Commissioner has a broad range of statutory duties, including monitoring and enforcement of data protection laws, and promotion of good practice and adherence to the data protection obligations by those who process personal data. These duties sit alongside those relating to the other enforcement regimes.

2.4 The Commissioner’s regulatory and enforcement powers include:

- (a) conducting assessments of compliance with the DPA, UK GDPR, PECR, eIDAS, the NIS Directive, FOIA and EIR;
- (b) issuing information notices requiring individuals, controllers or processors to provide information in relation to an investigation;
- (c) issuing enforcement notices, warnings, reprimands, practice recommendations and other orders requiring specific actions by an individual or organisation to resolve breaches (including potential breaches) of data protection legislation and other information rights obligations;
- (d) administering fines by way of penalty notices in the circumstances set out in section 152 of the DPA;
- (e) administering fixed penalties for failing to meet specific obligations (such as failing to pay the relevant fee to the Commissioner);
- (f) issuing decision notices detailing the outcome of an investigation under FOIA or EIR;
- (g) certifying contempt of court should an authority fail to comply with an information notice, decision notice or enforcement notice under FOIA or EIR; and
- (h) prosecuting criminal offences before Courts.

2.5 Regulation 31 of PECR, as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, also provides the Commissioner with the power to serve enforcement notices and issue monetary penalty notices as above to organisations who breach PECR. This includes, but is not limited to, breaches in the form of unsolicited marketing which fall within the ambit of PECR, including automated telephone calls made without consent, live telephone calls which have not been screened against the Telephone Preference Service, and unsolicited electronic messages (Regulations 19, 21 and 22 of PECR respectively).

### **3. ROLE AND FUNCTIONS OF [SA]**

3.1 [THIS SECTION WILL NEED TO BE POPULATED WITH THE OTHER PARTIES STATUTORY FUNCTIONS AND POWERS, AS RELEVANT TO WHICH INFORMATION CAN BE APPROPRIATELY SHARED UNDER THE AGREEMENT]

### **4. SCOPE OF CO-OPERATION**

4.1 The Participants acknowledge that it is in their common interest to collaborate in accordance with this MoU, in order to:

- (a) Ensure that the Participants are able to deliver the regulatory cooperation necessary to underpin their data-based economies and protect the fundamental rights of citizens of the United Kingdom and [JURISDICTION OF SA] respectively, in accordance with the applicable laws of the Participants' respective jurisdictions;
- (b) Cooperate with respect to the enforcement of their respective applicable data protection and privacy laws;
- (c) Keep each other informed of developments in their respective countries having a bearing on this MoU; and
- (d) Recognise parallel or joint investigations or enforcement actions by the Participants as priority issues for co-operation.

4.2 For this purpose, the Participants may jointly identify one or more areas or initiatives for cooperation. Such cooperation may include:

- (a) sharing of experiences and exchange of best practices on data protection policies, education and training programmes;
  - (b) implementation of joint research projects;
  - (c) co-operation in [*set out details of any specific projects of interest, such as sandbox or AI*];
  - (d) exchange of information (excluding personal data) involving potential or on-going investigations of organisations in the respective jurisdictions in relation to a contravention of personal data protection legislation;
  - (e) secondment of staff;
  - (f) joint investigations into cross border personal data incidents involving organisations in both jurisdictions (excluding sharing of personal data);
  - (g) convening bilateral meetings at least quarterly or as mutually decided between the Participants; and
  - (h) any other areas of cooperation as mutually decided by the Participants.
- 4.3 For clarity, it is acknowledged that this MoU does not impose any obligation on the Participants to share information with each other or to engage in any other form of cooperation. It is further acknowledged that a Participant may require that any cooperation is subject to certain limitations or conditions being agreed between the Participants. For example, in order to avoid breaching applicable legal requirements. Any such limitations or conditions will be agreed between the Participants on a case-by-case basis.

## **5. NO SHARING OF PERSONAL DATA**

- 5.1 The Participants do not intend that this MoU will cover any sharing of personal data by the Participants.
- 5.2 If the Participants wish to share personal data, for example in relation to any cross border personal data incidents involving organisations in both jurisdictions, each Participant will consider compliance with its own applicable data protection laws, which may require the



Participants to enter into a written agreement or further arrangements governing the sharing of such personal data.

## **6. INFORMATION SHARED BY THE UK INFORMATION COMMISSIONER**

- 6.1 Section 132(1) of the DPA 2018 states that the Commissioner can only share certain information if he has lawful authority to do so, where that information has been obtained, or provided to, the Commissioner in the course of, or for the purposes of, discharging the Commissioner's functions, relates to an identifiable individual or business, and is not otherwise available to the public from other sources.
- 6.2 Section 132(2) of the DPA 2018 sets out the circumstances in which the Commissioner will have the lawful authority to share that information. Of particular relevance when the Commissioner is sharing information with the [SA] are the following circumstances, where:
- (a) The sharing is necessary for the purpose of discharging the Commissioner's functions (section 132(2)(c));and
  - (b) The sharing is necessary in the public interest, taking into account the rights, freedoms and legitimate interests of any person (section 132(2)(f)).
- 6.3 Before the Commissioner shares any such information with the [SA], it may be necessary for the Commissioner to identify the function of the [SA] with which that information is intended to assist, and assess whether that function of the [SA] could reasonably be achieved without access to the particular information in question. Where the Commissioner considers that any such function could reasonably be achieved without access to the information, it will not share the information unless it determines that there are overriding factors which render such sharing to be lawful and appropriate in all the circumstances.

## **7. INFORMATION SHARED BY THE [SA]**

7.1 [THIS SECTION WILL NEED TO BE POPULATED WITH ANY LAWS RELEVANT TO THE SA SHARING INFORMATION WITH THE ICO]

## **8. SECURITY AND DATA BREACH REPORTING**

- 8.1 Appropriate security measures will be agreed to protect information that is shared between the Participants. Such measures will, amongst other things, require the Participant receiving information (the **"Recipient"**) to take into account the sensitivity of the information; any classification that is applied by the Participant who is sending the information to the other Participant (the **"Sender"**); and any other factors relevant to protecting the security of the information.
- 8.2 Where confidential material is shared between the Participants it will be marked with the appropriate security classification by the Sender.
- 8.3 Where a Recipient receives information from a Sender, the Recipient will consult with the Sender and obtain their consent before passing that information to a third party or using the information in an enforcement proceeding or court case, save where the Recipient is prevented from consulting with the Sender or seeking its consent, by applicable laws or regulations.
- 8.4 Where confidential material obtained from, or shared by, a Sender is wrongfully disclosed or used by a Recipient, the Recipient will bring this to the attention of the Sender without delay.

## **9. REVIEW OF THE MoU**

- 9.1 The UK Information Commissioner and the [SA] will monitor the operation of this MoU and review it if either Participant so requests.
- 9.2 Any issues arising in relation to this MoU will be notified to the designated point of contact for each Participant.
- 9.3 Any amendments to this MoU must be made in writing and signed by each Participant.

**10. NON-BINDING EFFECT OF THIS MoU AND DISPUTE SETTLEMENT**

10.1 This MoU is a statement of intent that does not give rise to legally binding obligations on the part of either the Commissioner or the [SA].

**10.2** The Participants will settle any disputes or disagreement relating to or arising from this MoU amicably through consultations and negotiations in good faith without reference to any international court, tribunal or other forum.

**11. DESIGNATED CONTACT POINTS**

11.1 The following persons will be the designated contact points for the Participants for matters under this MoU:

<b>Information Commissioner's Office</b>	<b>XXXXXX</b>
Name:	Name:
Designation:	Designation:

11.2 The above individuals will maintain an open dialogue between each other in order to ensure that the MoU remains effective and fit for purpose. They will also seek to identify any difficulties in the working relationship, and proactively seek to minimise the same.

11.3 Each Participant may change its designated contact point for the purposes of this MoU upon notice in writing to the other Participant.

**12. ENTRY INTO EFFECT AND TERMINATION**

This MoU will come into effect upon its signature by the Participants and remain in effect unless terminated by either Participant upon three months' written notice to the other Participant.

**Signatories:**

**For the Information Commissioner For XXXXXXX  
for the United Kingdom of Great  
Britain and Northern Ireland**

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Name:

Title:

Place:

Date:

---

Name:

Title:

Place:

Date:

**Version control (to be removed on publication)**

Version	Date	Author	Change Description

# [Authority] & ICO Collaboration Plan & Key Contacts

[Insert relevant ICO/PPC teams]

**AUTHORITY  
LOGO**

# Contents

- Introduction
- Contact points by topic (day-to-day)
- Senior Leadership level relationships
- Summary per topic area:
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  - Topic 2
  - Topic 3
  - Topic 4
- Meeting terms of reference

# Introduction

- This pack provides a summary of key aspects of the regulatory relationship between the [authority] and the ICO. The topic areas show the main areas of focus for ongoing collaboration between the two offices. Further areas for collaboration should be approved internally by both the ICO and [authority].
- The key contact points within each office are listed. Additional local arrangements may exist in each organisation.
- Information sharing is subject to what is permitted by legislation, and subject to relevant safeguards, in the respective jurisdictions.
- This collaboration plan was agreed upon by the [authority] and ICO on [insert date].



# SLT level accountabilities and relationships

The [authority]/ICO Collaboration Plan revolves around specific themes which both authorities intend to collaborate on.

In addition to the day-to-day working relationships between both organisations, a number of senior level meetings shall be held as described below. The below structure is designed to ensure senior level accountability for the success of the overall regulatory relationship.

It does not remove the need for ad-hoc senior-level meetings and interactions, which may be required from time-to-time.

[Authority]	ICO	Objective	Frequency
[insert name(s)]	[insert name(s)]	Review the content and function of the Collaboration Plan.	Once yearly if required
[insert name(s)]	[insert name(s)]	Governance and ongoing management	Twice yearly, if required

## Notes

- Meetings logistics will be arranged between the offices of the ICO and [authority] attendees.

# Contact points (day-to-day)

Topic area	[Authority]	ICO
Collaboration Plan coordination	[insert name(s)]	[insert name(s)]
1. [insert topic]	[insert name(s)]	[insert name(s)]
2. [insert topic]	[insert name(s)]	[insert name(s)]
3. [insert topic]	[insert name(s)]	[insert name(s)]
4. [insert topic]	[insert name(s)]	[insert name(s)]

# Collaboration Plan Governance Meeting

**Purpose:** Review the content and function of the Collaboration Plan.

**Meeting date(s):**

**Objective of meeting:**

**Bullet point summary of meeting:**

**Action points:**

**Written reports and/or minutes:** [insert link]

**[Authority attendees]**

**ICO attendees**

# Arrangements per topic area

## 1. Topic 1

**Purpose:**

**Meeting date(s):**

**Objective of meeting:**

**Bullet point summary of meeting:**

**Action points:**

**Objective of meeting:**

**Bullet point summary of meeting:**

**Action points:**

**Written reports and/or minutes:** [insert link]

**Lead Contact**  
**[Authority]**

**Lead Contact**  
**ICO**

# Arrangements per topic area

## 2. Topic 2

**Purpose:**

**Meeting date(s):**

**Objective of meeting:**

**Bullet point summary of meeting:**

**Action points:**

**Objective of meeting:**

**Bullet point summary of meeting:**

**Action points:**

**Written reports and/or minutes:** [insert link]

**Lead Contact**  
**[Authority]**

**Lead Contact**  
**ICO**

# Arrangements per topic area

## 3. Topic 3

**Purpose:**

**Meeting date(s):**

**Objective of meeting:**

**Bullet point summary of meeting:**

**Action points:**

**Objective of meeting:**

**Bullet point summary of meeting:**

**Action points:**

**Written reports and/or minutes:** [insert link]

**Lead Contact**  
**[Authority]**

**Lead Contact**  
**ICO**

# Arrangements per topic area

## 4. Topic 4

**Purpose:**

**Meeting date(s):**

**Objective of meeting:**

**Bullet point summary of meeting:**

**Action points:**

**Objective of meeting:**

**Bullet point summary of meeting:**

**Action points:**

**Written reports and/or minutes:** [insert link]

**Lead Contact**  
**[Authority]**

**Lead Contact**  
**ICO**

# [Authority] – ICO meeting terms of reference

<b>Objectives</b>	<p>The objectives of the “Topic Area” meetings or written reports shared between the ICO and the [authority] are to:</p> <ul style="list-style-type: none"> <li>• Through requests for information and targeted questions, progress specific thinking or ongoing work to meet ICO/[authority] internal objectives;</li> <li>• Share knowledge, insight, information and intelligence on the topic areas to assist ICO/[authority] team area of work;</li> <li>• Consult one another on any issues which may have significant implications for the other regulator; and</li> </ul> <p>The objective of the “Collaboration Plan Governance” meetings is primarily to:</p> <ul style="list-style-type: none"> <li>• Review the content and function of the Collaboration Plan.</li> </ul>		
<b>Meeting attendees</b>	<p>Attendance is left at the discretion of each organisation but parties agree to endeavour designating specialist staff to attend the relevant “topic areas” meetings to ensure meaningful exchange can take place. Where standing members are unable to attend an alternate must be sent, or an update provided to the Secretariat a minimum of two working days before the meeting. At least one member of each core team must attend any meeting.</p> <table border="0" data-bbox="351 405 2463 629"> <tr> <td data-bbox="351 405 1276 629"> <p><b>[Authority] core team:</b> [insert name(s)]</p> </td> <td data-bbox="1276 405 2463 629"> <p><b>ICO core team:</b> [insert name(s)]</p> </td> </tr> </table>	<p><b>[Authority] core team:</b> [insert name(s)]</p>	<p><b>ICO core team:</b> [insert name(s)]</p>
<p><b>[Authority] core team:</b> [insert name(s)]</p>	<p><b>ICO core team:</b> [insert name(s)]</p>		
<b>Method of Working</b>	<ul style="list-style-type: none"> <li>• Topic area meetings are held at a frequency to suit each party and should be held at least <b>twice yearly</b> or as required by subject matter.</li> <li>• Collaboration Plan Governance Meetings, to include all relevant stakeholders within ICO and [authority], should be held at least <b>once yearly</b>.</li> <li>• Meetings will be held via teleconference, unless other arrangements are agreed in advance of any meetings</li> <li>• Minutes will be taken at each meeting and they treated as draft until approved by both organisations.</li> </ul>		
<b>Standing Agenda</b>	<ul style="list-style-type: none"> <li>• Introductions</li> <li>• Review by core teams – Discuss any outstanding actions from previous call</li> <li>• Both parties to provide the appropriate updates on the following areas:             <ol style="list-style-type: none"> <li>1. Topic 1</li> <li>2. Topic 2</li> <li>3. Topic 3</li> <li>4. Topic 4</li> </ol> </li> <li>• Any other business</li> </ul>		
<b>Information sharing</b>	<ul style="list-style-type: none"> <li>• Where personal data is to be shared via these calls or written reports, it must be in accordance with the data protection legislation applicable in the jurisdiction of the sending organisation and with any additional safeguards put in place by both parties.</li> </ul>		
<b>Administration</b>	<ul style="list-style-type: none"> <li>• The ICO will provide the secretariat function for the meetings.</li> <li>• Agendas and provisional meeting papers will be sent out at least two days in advance of the meeting. Where possible, agenda should include list of targeted questions in relation to the topic area.</li> <li>• Minutes will be completed and shared with attendees within 7 days of a meeting concluding.</li> <li>• Actions arising within a meeting must be confirmed by the action owner and a delivery date agreed before the conclusion of that meeting.</li> </ul>		
<b>Review</b>	<p>The terms of reference were initially agreed by the Lead contacts at each organisation on [insert date].          The current version of the terms of reference was agreed by parties on [insert date].          These Terms of Reference are reviewed at least annually.</p>		