

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE PERSONAL DATA PROTECTION COMMISSION
OF THE REPUBLIC OF SINGAPORE**

AND

**THE INFORMATION COMMISSIONER FOR THE
UNITED KINGDOM**

FOR COOPERATION IN

**THE ENFORCEMENT OF LAWS PROTECTING
PERSONAL DATA**

The Personal Data Protection Commission of the Republic of Singapore (hereinafter referred to as "**PDPC**") and the Information Commissioner for the United Kingdom (hereinafter referred to as "**the Commissioner**"), hereinafter referred to individually as the "Participant" and collectively referred to as the "**Participants**",

Reaffirming their intent to deepen their existing relations and to promote exchanges in personal data protection;

Recognising the need to foster closer collaboration and cooperation in personal data protection;

Confirming that nothing in this Memorandum of Understanding (hereinafter referred to as "**this MOU**") should be interpreted as imposing a requirement on the Commissioner to cooperate with PDPC in circumstances where doing so would breach the Commissioner's legal responsibilities, including under the retained EU law version of the General Data Protection Regulation of the European Union ("**GDPR**");

Confirming that nothing in this MOU should be interpreted as imposing a requirement on the PDPC to cooperate with the Commissioner in circumstances where doing so would breach its legal responsibilities,

including under the Personal Data Protection Act 2012 of the Republic of Singapore (“**PDPA**”),

HAVE REACHED the following understanding on a framework for cooperation which sets out non-binding broad principles of collaboration and the legal framework governing the sharing of relevant information and intelligence between the Participants:

**PARAGRAPH 1
SCOPE OF COLLABORATION**

- 1) The Participants understand and acknowledge that it is in their common interest to collaborate in accordance with this MOU 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 the Republic of Singapore respectively, in accordance with the applicable laws of the Participants’ respective countries;
 - 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 cooperation.

- 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) cooperation in providing regulatory guidance in both jurisdictions to support innovation in technology or business models (e.g. via cross-jurisdiction regulatory sandboxes or other similar mechanisms), with the Commissioner providing advice on United Kingdom information law and the PDPC providing advice on Singapore data protection law;
 - c) implementation of joint research projects;
 - d) exchange of information and research collaborations regarding the development and implementation of governance models for artificial intelligence and other emerging technologies;

- e) exchange of information (excluding personal data) involving potential or on-going investigations of organisations in the respective jurisdictions in relation to a contravention of data protection or do-not-call legislation;
- f) joint investigations into cross border personal data incidents involving organisations in both jurisdictions (excluding sharing of personal data);
- g) convening bilateral meetings annually or as mutually decided between the Participants; and
- h) any other areas of cooperation as mutually decided by the Participants.

PARAGRAPH 2 ROLE AND FUNCTION OF THE COMMISSIONER

- 1) The Commissioner is a corporation sole appointed by Her Majesty the Queen under the Data Protection Act 2018 of the United Kingdom (hereinafter referred to as "**DPA**") to act as the United Kingdom's independent regulator to uphold information rights in the public interest, promote openness by public bodies and data privacy for individuals.

- 2) The Commissioner is empowered to take a range of regulatory action for breaches of the following legislation (as may be amended, including as a consequence of the United Kingdom's withdrawal from the European Union), hereinafter referred to by their acronyms as indicated below:
 - a) DPA;
 - b) 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**").
- 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 outlined in paragraph 2(4) below.
- 4) The Commissioner's regulatory and enforcement powers include:
- a) conducting assessments of compliance with the DPA, 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 155 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 the Courts.
- 5) Regulation 31 of PECR, 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 falls 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).

PARAGRAPH 3
ROLE AND FUNCTION OF THE INFO-COMMUNICATIONS MEDIA
DEVELOPMENT AUTHORITY AND PDPC

- 1) The Info-communications Media Development Authority is established under section 3 of the Info-communications Media Development Authority Act 2016 of the Republic of Singapore, and is designated as the PDPC under section 5(1) of the PDPA. The PDPA governs the collection, use and disclosure of personal data by organisations in a manner that recognises both the right of individuals to protect their personal data and the need of organisations to collect, use or disclose personal data for purposes that a reasonable person would consider appropriate in the circumstances.

- 2) The functions of the PDPC set out in section 6 of the PDPA include the following, amongst others:
 - a) to administer and enforce the PDPA;
 - b) to represent the Singapore Government internationally on matters relating to data protection; and
 - c) to manage technical cooperation and exchange in the area of data protection with foreign data protection authorities and international or inter-governmental organisations.

- 3) The PDPC's regulatory and enforcement powers include the following, amongst others:
 - a) conducting investigations and reviews in relation to organisations' compliance with the PDPA;
 - b) requiring individuals and organisations, by notice in writing, to produce to the PDPC information and/or documents which the PDPC considers relates to any matter relevant to any investigation;
 - c) issuing advisory notices, warnings and directions to organisations to ensure their compliance with the PDPA;
 - d) administering financial penalties and composition fines for contravention of the PDPA;
 - e) registering its directions with the Courts and enforcing them as an Order of Court; and
 - f) prosecuting criminal offences before the Courts.

PARAGRAPH 4
NO SHARING OF PERSONAL DATA

- 1) The Participants do not intend this MOU to cover any sharing of personal data by the Participants.
- 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 arrangement regarding the sharing of such personal data.

PARAGRAPH 5
COSTS, EXPENSES AND RESOURCES

Without prejudice to any separate written agreement or arrangement or unless otherwise mutually decided in writing by the Participants, each Participant will bear its own costs and expenses in implementing this MOU.

PARAGRAPH 6
CONFIDENTIAL INFORMATION SHARED BY THE COMMISSIONER

- 1) Section 132(1) of the DPA 2018 states that the Commissioner can only share confidential information with others if there is lawful authority to do so. In this context, the information will be considered confidential if it 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. Section 132(2) of the DPA 2018 sets out the circumstances in which the Commissioner will have the lawful authority to share that confidential information with the PDPC. In particular, it will be lawful in circumstances where:
 - a) The sharing was necessary for the purpose of discharging the Commissioner's functions (section 132(2)(c));and
 - b) The sharing was necessary in the public interest, taking into account the rights, freedoms and legitimate interests of any person (section 132(2)(f)).

- 2) The Commissioner may therefore be permitted to share confidential information with the PDPC in circumstances where the Commissioner has determined that it is reasonably necessary to do so in furtherance of the Commissioner's role and functions. In doing so, the Commissioner will identify the function of the PDPC with which that information may assist, and assess whether that function of the PDPC could reasonably be achieved without access to the particular information in question.
- 3) The Commissioner may exercise the discretion to refuse, limit or impose conditions on a request for cooperation with the PDPC where (i) it is outside the scope of this MOU, or (ii) compliance with the request would breach the Commissioner's legal responsibilities, including under the GDPR.

PARAGRAPH 7
CONFIDENTIAL INFORMATION SHARED BY PDPC

- 1) Section 59 of the PDPA provides that the PDPC is required to preserve the secrecy of confidential information that may come into its knowledge in the performance of its functions under the PDPA. Section 59 further provides that the PDPC shall not communicate any such confidential information to any person except in so far as such communication (among others):
 - a) is necessary for the performance of any such function or discharge of any such duty;
 - b) is lawfully required by any Court;
 - c) is necessary to comply with any provision of a cooperation agreement entered into under section 10 of the PDPA where the following conditions are satisfied:
 - i) the information or documents requested by the foreign country are in the possession of the PDPC;
 - ii) unless the Singapore Government otherwise allows, the foreign country undertakes to keep the information confidential at all times; and
 - iii) disclosure of the information is not likely to be contrary to public interest; or

- d) is lawfully required or permitted under the PDPA or any other written law.
- 2) For the purposes of sharing confidential information with a foreign data protection body pursuant to a cooperation agreement, the PDPC shall not furnish any information unless it requires, and obtains from, that body an undertaking in writing that it will comply with the terms specified by the PDPC, including terms that correspond to the provisions of any written law concerning the disclosure of that information by the PDPC.

**PARAGRAPH 8
CONFIDENTIALITY AND DATA BREACH REPORTING**

- 1) Appropriate security measures will be agreed to protect information transfers in accordance with the sensitivity of the information and any classification that is applied by the sender.
- 2) Where confidential material is shared between the Participants it will be marked with the appropriate security classification.
- 3) Where one Participant has received information from the other, it will consult with the other Participant before passing the information to a third party or using the information in an enforcement proceeding or court case.
- 4) Where confidential material obtained from, or shared by, the originating Participant is wrongfully disclosed by the receiving Participant, the receiving Participant will bring this to the attention of the originating Participant without delay.

**PARAGRAPH 9
REVIEW**

- 1) This MOU supersedes and replaces the Memorandum of Understanding between the Personal Data Protection Commission of the Republic of Singapore and the Information Commissioner for the United Kingdom for Cooperation in the Enforcement of Laws Protecting Personal Data signed by the Participants, at London, on 23 June 2019.

- 2) The Commissioner and the PDPC will monitor the implementation of this MOU and review it biennially, or sooner if either Participant so chooses.
- 3) Any issues arising in relation to this MOU will be notified to the designated contact point of each Participant, as provided under Paragraph 12.

**PARAGRAPH 10
AMENDMENTS**

Either Participant may make a request in writing for an amendment of any provision of this MOU. Any amendment which has been mutually agreed upon in writing by the Participants will come into effect on such date as may be mutually agreed.

**PARAGRAPH 11
NON-BINDING EFFECT OF THIS MOU AND DISPUTE SETTLEMENT**

- 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 PDPC.
- 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.

**PARAGRAPH 12
DESIGNATED CONTACT POINTS**

- 1) The following persons will be the designated contact points for the Participants for matters under this MOU:

Information Commissioner's Office	Personal Data Protection Commission
Name: Adam Stevens Designation: Head of Intelligence	Name: Janice Tan Designation: Director (Policy and Technology)

- 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.
- 3) Each Participant may change its designated contact point for the purposes of this MOU upon notice in writing to the other Participant.

Signed by the duly authorised representative of the Participants in duplicate in the English language, at Singapore and London on 10 June 2022.

This MOU has been electronically signed by the Participants. The Participants hereby affirm that the electronic signatures have been affixed with the due authorisation of each Participant and that the Participants intend the electronic signatures to carry the same weight, effect and meaning as hand-signed wet-ink signatures.

Signatories

For and behalf of the Information Commissioner	For and behalf of Personal Data Protection Commission
<div data-bbox="231 1384 823 1588" style="background-color: black; width: 100%; height: 100%;"></div> <p data-bbox="204 1664 791 1823">Name: James Dipple-Johnstone Designation: Deputy Commissioner Date: 10 June 2022</p>	<div data-bbox="887 1384 1476 1588" style="background-color: black; width: 100%; height: 100%;"></div> <p data-bbox="890 1682 1461 1841">Name: Yeong Zee Kin Designation: Deputy Commissioner Date: 10 June 2022</p>