

Date: 10 June 2024

Memorandum of Understanding

between:

The Information Commissioner

for

The United Kingdom of Great Britain & Northern Ireland

- and -

The Federal Commissioner for Data Protection
and Freedom of Information

for

Germany

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) The Federal Commissioner for Data Protection and Freedom of Information (the "**BfDI**"),
- 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 individuals within the scope of data protection and privacy legislation and ensure compliance with laws protecting personal data in the United Kingdom and Germany.
- 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 application 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. It does not impose any obligation on the Participants to share information with each other or to collaborate, in particular where such disclosure or collaboration would allegedly breach their legal responsibilities or applicable laws.

2. SCOPE OF CO-OPERATION

2.1 For the purpose of cooperation, the Participants may jointly identify one or more areas. 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 and possible joint publications;
- (c) co-operation in international groups and fora, including exchange of information on topics of shared interest;
- (d) evaluation of common positions to strengthen impact in discussions within international groups and fora and the global dialogue on data protection and privacy;
- (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 personal data protection legislation;
- (f) secondment of staff;
- (g) joint investigations into cross border personal data incidents involving organisations in both jurisdictions (excluding sharing of personal data);
- (h) convening bilateral meetings as mutually decided between the Participants; and
- (i) any other areas of cooperation as mutually decided by the Participants.

2.2 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, limitations of budget or staff or in order to avoid breaching applicable legal requirements.

- 2.3 It is acknowledged that this MoU does not impose any obligation to jointly finalise or conclude any cooperation project started between the Participants under this MoU.

3. SHARING OF INFORMATION, CONFIDENTIALITY, SECURITY AND DATA BREACH REPORTING

- 3.1 The Participants do not intend that this MoU will cover any sharing of information (in particular personal data) by the Participants, unless there is a lawful basis for such disclosure and the disclosure is required for the achievement of the intended purposes defined in this MoU.
- 3.2 Appropriate confidentiality and security measures, taking into account the state of the art for such measures and the laws protecting personal data in the UK and Germany, 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.
- 3.3 A disclosure of information may require the Participants to enter into a written agreement or further arrangements governing the sharing of such information. The Recipient will not use information received by the Sender for any purpose other than specified in this MoU.
- 3.4 Government classified information will not be shared between the Participants.
- 3.5 Where the Recipient receives information from the 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.
- 3.6 Where information obtained from, or shared by, the Sender is disclosed or used by the Recipient, the Recipient will bring this to the attention of the Sender without delay and inform the Sender of the full

circumstances of the disclosure and the information that has been disclosed immediately after such disclosure has been made.

4. REVIEW OF THE MoU

- 4.1 Each of the Participants will monitor the operation of this MoU and review it at any time if either Participant so requests.
- 4.2 Any issues arising in relation to this MoU will be notified to the designated point of contact for each Participant.
- 4.3 Any amendments to this MoU must be made in writing and signed by each Participant.

5. NON-BINDING EFFECT OF THIS MoU AND DISPUTE SETTLEMENT

- 5.1 This MoU is a statement of intent that does not give rise to any legally binding obligations on the part of either the Commissioner or the BfDI.
- 5.2 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.

6. DESIGNATED CONTACT POINTS

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

| | |
|---|---|
| Information Commissioner's Office | Federal Commissioner for Data Protection and Freedom of Information |
| Name: Rory Munro Designation: Head of International Regulatory Cooperation | Name: Marc Schlegel Designation: Division 14, European and International Affairs |

- 6.2 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.
- 6.3 Each Participant may change its designated contact point for the purposes of this MoU upon notice in writing to the other Participant.

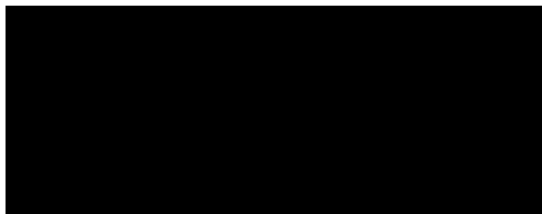
7. ENTRY INTO EFFECT AND TERMINATION

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

Signatories:

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

**For the Federal Commissioner
for Data Protection and
Freedom of Information**

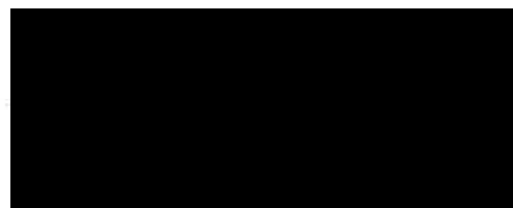


Name: Mr John Edwards

Title: Information Commissioner

Place: Venice, Italy

Date: 10 June 2024



Name: Professor Ulrich Kelber

Title: Federal Commissioner

Place: Venice, Italy

Date: 10 June 2024