

DECLARATION OF COOPERATION

BETWEEN

**The Information Commissioner for
The United Kingdom of Great Britain & Northern
Ireland**

AND

California Privacy Protection Agency - CPPA

The Information Commissioner (the “**Commissioner**”) and the California Privacy Protection Agency (“**CPPA**”), together referred to as the “**Participants**”:

- 1.1 RECOGNIZING that 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, having its offices at Wycliffe House, Water Lane, Wilmslow, SK9 5AF;
- 1.2 RECOGNIZING that in November 2020, California voters approved Proposition 24 to expand and strengthen California’s consumer privacy laws by creating the CPPA and by giving consumers more control over how businesses collect, use, share, and profit from their personal information;
- 1.3 RECOGNIZING that the CPPA implements and enforces these consumer rights in California, having its principal office at 400 R Street, Suite 350, Sacramento, CA 95811;
- 1.4 RECOGNIZING the nature of the modern global economy, the increase in circulation and exchange of personal data/personal information across borders, the increasing complexity of information technologies, and the resulting need for increased cross-border cooperation;
- 1.5 RECOGNIZING that California law encourages this cooperation by instructing the CPPA to collaborate with data protection authorities in other states, territories, and countries to ensure consistent application of privacy protections;
- 1.6 RECOGNIZING that UK law and specifically the UK General Data Protection Regulation and Data Protection Act 2018 encourage international collaboration;
- 1.7 RECOGNIZING that the Participants have similar functions and duties concerning the protection of personal data/personal information in their respective jurisdictions;
- 1.8 RECOGNIZING that nothing in this DoC imposes any obligation on the Participants to share information with each other or to engage in any other form of cooperation, including to provide assistance in the enforcement of laws protecting personal data/personal information, if such assistance, cooperation or information sharing is prohibited by their respective laws or enforcement policies; and
- 1.9 RECOGNIZING that a Participant may require that any cooperation is subject to certain limitations or conditions being agreed between the Participants—for example, to comply with applicable legal requirements—and that any such

limitations or conditions will be agreed between the Participants in writing in advance on a case-by-case basis.

HEREBY ENTER INTO THIS DECLARATION OF COOPERATION ("DoC").

2. SCOPE OF CO-OPERATION

2.1 The Participants hereby agree to establish a general framework of cooperation, depending on their available resources, in their common interest to:

- (a) Facilitate joint internal research and education related to new technologies and data protection issues. The specific subject and parameters of such research and education projects shall be defined by the Participants taking into account, among other considerations, their annual priorities.
- (b) Share experiences and exchange of best practices on data protection policies, education and training programmes as well as procedures and methods used by the Participants during their investigations, as appropriate under applicable law.
- (c) Facilitate meetings with staff members based on specific conditions to be established by the Parties on a case-by-case basis.
- (d) Convene bilateral meetings regularly or as mutually decided between the Participants; and
- (e) any other areas of cooperation as mutually decided by the Participants.

3. NO SHARING OF PERSONAL DATA/PERSONAL INFORMATION

3.1 The Participants do not intend that this DoC will cover any sharing of personal data/personal information (as those terms are defined in their respective laws) by the Participants.

3.2 If the Participants wish to share personal data/personal information, for example in relation to any cross border personal data incidents involving organizations in both jurisdictions, each Participant will be responsible for complying 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.

4. CONFIDENTIALITY

4.1 The Participants recognize that all information classified as confidential that is communicated by one Participant to the other Participant is of a confidential nature and is the property of the issuing Participant alone.

4.2 Unless contrary to applicable law, the Participants shall refrain from disclosing any information classified as confidential to any third party without the issuing Participant's prior written consent.

4.3 The Participants undertake to respect the obligations set out in this Article by taking all necessary measures to preserve confidentiality. The Participants undertake to protect all information provided under the DoC by applying at least the care applied to their own information, so as to avoid unauthorized publication or disclosure of the information.

4.4 The Participants undertake to use the information described as confidential by the other Participant only for the purposes of carrying out the work relating to this DoC and not to reproduce it in any form without the prior written consent of the issuing Participant.

4.5 The obligations set out in this Article shall remain in force for the duration of this DoC and for five (5) years after its expiry, irrespective of the cause thereof.

5. CHARACTER OF THE DECLARATION OF COOPERATION

5.1 This DoC does not create any binding international legal obligations, nor does it modify or supersede any laws, regulations or regulatory requirements in the United Kingdom, the United States, or the State of California. This DoC does not give rise to a right on the part of the Participants or other governmental or non-governmental entity or any private person to challenge, directly or indirectly, the degree or manner of cooperation by the Participants.

5.2 No Participant is obligated under this DoC to cooperate with the other Participant in any particular circumstance, and either Participant may deny requests for information and assistance for any reason.

6. REVISION OF THE DECLARATION OF COOPERATION

6.1 The Participants may consult and revise the terms of this DoC in the event of changes in the laws, regulations or practices affecting the operation of this DoC, or if the Participants themselves wish to modify the terms of their cooperation. Any issues arising in relation to this DoC will be notified to the designated point of contact for each Participant. Any amendments to this DoC must be made in writing and signed by each Participant.

7. DESIGNATED POINT OF CONTACT

7.1 Each Participant will designate a primary contact for the purpose of requests and communications under this DoC.

- 7.2 The Participants mutually agree on communicating the name and email address of a contact point in their Authorities for all matters under this DoC. The Participants also commit to update the name and email address of the contact point as soon as any change occurs.

8. ENTRY INTO EFFECT AND TERMINATION

This DoC will come into effect upon its signature by the Participants and remain in effect unless terminated by either Participant upon at least thirty (30) days' written notice to the other Participant. If either Participant gives such notice, this DoC will continue to have effect with respect to all requests made before the effective date of notification. The provision on confidentiality shall remain in force thereafter.

9. NO LEGAL OBLIGATIONS, RIGHTS OR REMEDIES

This DoC is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the commitments in this DoC are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its commitments in light of the Participant's individual circumstances, laws, and policies; and each Participant is free to terminate the DoC.

10. AVAILABILITY OF PERSONNEL AND RESOURCES

- 10.1 This DoC does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this DoC will be assumed by the Participant that incurs them, unless otherwise expressly stated in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this DoC are subject to the availability of funds, personnel and other resources of each Participant.

- 10.2 The personnel designated by a Participant for the execution of this DoC will work under the orders and responsibility of that Participant and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with that Participant and organization or institution, and not with any other Participant.

11. COMPLIANCE WITH APPLICABLE LAWS

This DoC will be construed consistent with all applicable laws, and activities undertaken in connection with this DoC will be subject to, and will be undertaken in a manner consistent with, all otherwise-applicable laws.

12. INTERPRETATION AND APPLICATION

Any difference that may arise in relation to the interpretation or application of this DoC will be resolved through consultations between the Participants which will endeavor in good faith to resolve such differences.

Signatories:

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



Name: Mr John Edwards

Title: Information Commissioner

Place: Washington D.C.

Date: 24/05/2025



Name: Michael S. Macko

Title: Deputy Director of Enforcement

Place: Washington D.C.

Date: Apr 27, 2025