



Memorandum of Cooperation for Personal Information Protection
between
The Personal Information Protection Commission of Japan
and
The National Privacy Commission of the Republic of the Philippines

This Memorandum of Cooperation (“MOC”) establishes a framework for cooperation between the Data Protection and Privacy Authorities:

- (I) The **Personal Information Protection Commission of Japan** (the “**PPC**”), and
- (II) The **National Privacy Commission of the Republic of the Philippines** (the “**NPC**”),

hereinafter referred to individually as a “**DPA**” and collectively as the “**DPAs**”.

The **DPAs**;

Recognising the nature of the modern global economy, the increase in circulation and exchange of personal information across borders, the increasing complexity of information technologies, and the resulting need for increased cross-border enforcement cooperation;

Acknowledging that the **DPAs** have similar functions and duties for the protection of personal information in their respective countries;

Reaffirming the intent of the **DPAs** to deepen their existing relations and to promote exchanges to assist each other in the enforcement of laws protecting personal information;

Emphasizing that one of the most important and fundamental functions of the **DPAs** is to exercise their authorities, conferred by legislation, against violations of individual privacy and to prevent further possible breaches. This function is essential to protect the rights and interests of individuals and should not be limited unnecessarily by prioritizing the economic benefits of business operators; and

Convinced that the bilateral cooperation between the **DPAs** may support them to exercise their authorities against violations of their national legislations on the protection of personal information,

Have reached the following recognition:



Paragraph 1 - General Matters

- (a) The Japanese Data Protection and Privacy Authority is represented by the **PPC**, and the Philippine Data Protection and Privacy Authority is represented by the **NPC**.
- (b) Requesting **DPA** means the **DPA** that requests information or assistance.
- (c) Requested **DPA** means the **DPA** to which information or assistance is requested.

Paragraph 2 - Non-Binding Effect of this MOC

This MOC is a statement of intent that does not give rise to legally binding obligations on the part of each **DPA**.

Paragraph 3 - Scope of Cooperation

- (a) All measures mentioned in this MOC will be provided and implemented in accordance with the applicable laws and regulations of the **DPA's** respective jurisdictions and within the limits of its competence and available resources.
- (b) The **DPAs** will provide each other, either on their own initiative or on request, with information necessary to ensure proper application of national legislations on personal information protection by exchanging relevant information and providing necessary assistance in line with this MOC.
- (c) The **DPAs** acknowledge and concur that the **PPC** and the **NPC** are independent and distinct entities. As such, nothing in this MOC should be construed as establishing or implying a partnership, joint venture, agency, or other legal relationship between the **DPAs**.

Paragraph 4 - Information Exchange

- (a) In order to facilitate information exchange, each **DPA** will ensure that the information on contact points is kept up to date. The **DPAs** will mutually exchange information on their own initiatives or on request and to the extent it is available, through the contact points.
- (b) On request, the requested **DPA** will, within the limits of the laws, regulations and available

resources, provide the following information:

- (i) contact information of entities that the requesting **DPA** needs to communicate for its own investigation on a specific case,
- (ii) past enforcement record which deems relevant to and helpful for the requesting **DPA** to conduct an investigation on a specific case, provided that such enforcement records will not contain any personally identifiable data, and
- (iii) any other relevant information which deems relevant to and helpful for the requesting **DPA** to conduct an investigation on a specific case.

(c) Requests in line with this MOC will be made in writing in English. Information deemed useful for the execution of such requests will accompany the requests. When the urgency of the situation so requires, oral requests may also be made and accepted but will be promptly confirmed in writing.

(d) Requests in line with this MOC will include the following information:

- (i) the nature of the proceedings in respect of which the request is made;
- (ii) the purpose and the reason for the request;
- (iii) contact information of the persons to whom the request relates, if known; and
- (iv) a brief description of the matter under consideration and the legal elements involved.

(e) The Requested **DPA** may impose restrictions and details on its use when sharing information with the Requesting **DPA**.

(f) Personal information will not be shared, except for cases where contact information including personal information will be shared according to subparagraphs (b)(i) and (d)(iii) of this paragraph.

(g) If the Requested **DPA** is unable to provide information, or declines or postpones doing so, it will explain the reasons why.

(h) The **DPAs** may provide non-confidential information on their own initiative. The non-confidential information includes but not limited to methods, practices, and guidance documents that may be useful for the other **DPA** to exercise their legal authorities.

Paragraph 5 - Use of Information

- (a) When the Requesting **DPA** receives information from the Requested **DPA** in line with this MOC, the information will be used solely for the purpose defined in line with paragraph 4 (d) of this MOC. Where the Requesting **DPA** wishes to use such information for other purposes, it will obtain a prior written consent of the Requested **DPA** which provided the information. Such use will then be subject to any restrictions laid down by the Requested **DPA**.
- (b) When the Requesting **DPA** receives information from the Requested **DPA** in line with this MOC, the use of information will comply with restrictions and details laid down by the Requested **DPA** in line with paragraph 4(e) of this MOC.
- (c) Information provided in line with this MOC will not be used in criminal case investigation and adjudication, without prior written consent.
- (d) Information shared in line with this MOC will be marked with the appropriate confidentiality classification. Security measures will be decided to be taken by the Requesting **DPA** for storage, use, disclosure to a third party or any other processing of the information in line with the sensitivity of the information and any classification that is applied by the Requested **DPA**. Where confidential information is wrongfully disclosed, the Requesting **DPA** who has wrongfully disclosed the information will bring this to the attention of the Requested **DPA**.
- (e) Where one **DPA** has received information from the other **DPA** in line with this MOC, it will consult with the other **DPA** before disclosing the information to a third party such as other relevant competent authorities or using the information in an enforcement proceeding or court case.

Paragraph 6 - Further Cooperation

- (a) The **DPAs** may jointly identify one or more areas or initiatives for cooperation. Such cooperation may include:
 - (i) sharing of experiences and exchange of best practices on data protection policies and relevant technologies including privacy enhancing technologies

(PETs);

- (ii) implementation of joint research projects;
- (iii) cooperation in specific projects of interest;
- (iv) training and education in the field of Data Protection and Privacy; and
- (v) any other areas of cooperation as mutually decided by the DPAs.

(b) The **DPAs** may convene bilateral meetings annually or as mutually decided between the DPAs.

Paragraph 7 - Cost

Expenses incurred by the Requested **DPA** in carrying out a request from the Requesting **DPA** under this MOC will be borne by the Requested **DPA**. If the execution of a request requires expenses of a substantial or extraordinary nature, the Requested **DPA** will consult to determine the details under which the request will be executed as well as the manner in which the costs will be borne.

Paragraph 8 - Review and Modification

- (a) Both of the **DPAs** will monitor the operation of this MOC and review it biennially, or sooner if either **DPA** so requests.
- (b) Each **DPA** will have a point of contact, and any issues arising in relation to this MOC will be notified to the designated point of contact for each **DPA** through diplomatic channels.
- (c) Should any problem arise as to the implementation of this MOC, it will be settled amicably between the **DPAs** through diplomatic channels.
- (d) This MOC may only be modified by the **DPAs** in writing and signed by each **DPA** through diplomatic channels.

Paragraph 9 - Commencement, Publication and Discontinuation

- (a) This MOC will commence upon signature by the **DPAs** and will continue indefinitely unless either **DPA** notifies, in written form, the other **DPA** of its intention to cease this MOC at least three (3) months in advance of the discontinuation date.



- (b) The **DPAs** may publish a copy of this MOC on their respective websites and social media platforms, and should coordinate with each other for any press release and statements.

- (c) The discontinuation of this MOC will not affect the duration of any ongoing programs or activities made under this MOC.

**For the Personal Information
Protection Commission of Japan**

**For the National Privacy Commission
of the Republic of the Philippines**

Name: Dr. Satoru Tezuka

Name: Johann Carlos S. Barcena

**Title: Chairperson,
Personal Information Protection Commission
of Japan**

**Title: Privacy Commissioner of the
National Privacy Commission of the
Republic of the Philippines**

Date:

Date: