

Memorandum of Cooperation
between
The Personal Information Protection Commission of Japan
and
The Personal Data Protection Commission of Singapore
for Cooperation in the Protection of Personal Information

This Memorandum of Cooperation (“MOC”) establishes a framework for cooperation between:

- (I) The Personal Information Protection Commission of Japan (the “**PPC**”) and
- (II) The Personal Data Protection Commission of Singapore (the “**PDPC**”), hereinafter referred to individually as a “Participant” and collectively as the “Participants”.

The Participants;

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;

Recognising the importance of data governance and cross border data flows to global trade in a digital economy;

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

Reaffirming the intent of the Participants to deepen their existing relations and to promote exchanges to engender trust, facilitate trusted cross border data flows, and assist each other in the enforcement of laws protecting personal information;

Emphasizing that one of the most important and fundamental functions of the Participants is to investigate suspected violations of personal data protection and thereby help prevent such violations; and



Believing that bilateral cooperation between the Participants may assist them in administering the laws protecting personal information in their respective jurisdictions,

Have reached the following recognition:

1.General Matters

- (a) “Applicable Law” means the laws and regulations of a Participant’s country, the enforcement of which has the effect of protecting personal information. In the case of the PPC, “Applicable Law” means the Act on the Protection of Personal Information (“APPI”) and any associated regulations and, in the case of PDPC, it means the Personal Data Protection Act 2012 (“PDPA”) and any associated regulations. Any amendments to the Participants’ Applicable Laws, and such other laws or regulations as the Participants may from time to time jointly decide in writing, will also be an Applicable Law for the purposes of this MOC.
- (b) “Personal information” and “personal information protection”, in respect of PDPC, means “personal data” and “personal data protection” respectively.
- (c) “Requesting Participant” means the Participant that requests information or assistance.
- (d) “Requested Participant” means the Participant from which information or assistance is requested.

2.Non-Binding Effect of This MOC

This MOC is a statement of intent that does not give rise to legal rights or legally binding obligations, or affect existing legal rights or obligations, under international law or under the laws of the Participants’ respective countries.

3.Scope of Cooperation

- (a) In cooperating under this MOC, the Participants will do so in accordance with the laws and regulations of the Participants’ respective countries and within the limits of each Participant’s jurisdiction, competence, and available resources.
- (b) Each Participant 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 pursuant to this MOC.

- (c) For the avoidance of doubt, this MOC does not constitute a “cooperation agreement” within the meaning of section 10 of the PDPA, and does not preclude the Participants from separately entering into such a cooperation agreement.

4. Information Exchange

- (a) In order to facilitate information exchange, each Participant will designate a primary contact for the purposes of requests and other communications related to this MOC. The Participants will exchange information through the designated primary contacts. The Participants will keep such contact information up to date, and each Participant may change its designated primary contact for the purposes of this MOC upon notice in writing to the other Participant.
- (b) On request, the Requested Participant will, within the limits of its country’s laws, regulations and its available resources, provide the following information to the Requesting Participant:
 - (i) contact information of entities that the Requesting Participant needs to communicate for its own investigation on specific cases,
 - (ii) information on past enforcement action which the Requested Participant believes is relevant to and helpful for the Requesting Participant’s investigation on specific cases; and
 - (iii) any other information which the Requested Participant believes to be relevant to and helpful for the Requesting Participant’s investigation on specific cases.
- (c) Requests under this MOC will be made in writing in English and will include sufficient information to enable the Requested Participant to execute such requests, including sufficient information to enable the Requested Participant to determine whether a request relates to specific cases. When the urgency of the situation so requires, oral requests may also be made and accepted, but will be promptly confirmed in writing.
- (d) For greater certainty, requests under this MOC will include the following

information:

- (i) the nature of the proceedings in respect of which the request is made;
 - (ii) the purpose for which any requested information will be used and the reason for the request;
 - (iii) contact information of the person(s) to whom the request relates, if known; and
 - (iv) a brief description of the matter under consideration and the legal elements involved, including the conduct or suspected conduct giving rise to the request.
- (e) Despite paragraph 4(b), the Requested Participant may decline a request or impose restrictions on the use of any information it shares with the Requesting Participant.
- (f) If the Requested Participant declines a request, delays providing information to the Requesting Participant in response to a request, or imposes restrictions on the use of any information it shares with the Requesting Participant, the Requested Participant will explain the reasons why.
- (g) The Participants may provide non-confidential information to each other on their own initiative. Non-confidential information includes but is not limited to methods, practices, and guidance documents that may be useful for the other Participant in fulfilling its duties and functions under the Applicable Laws.
- (h) Personal information will not be shared, except for cases where it is shared in line with subparagraphs (b)(i) and (d)(iii) of this paragraph, or to the extent necessary for fulfilling the purpose of this MOC.
- (i) The Participants will notify each other promptly if they become aware that information shared under this MOC is not accurate, complete, and up to date.

5. Use, Confidentiality, Disclosure, and Retention of Information

- (a) When a Requesting Participant receives information from a Requested Participant under this MOC, such information will be used solely for the purpose identified under subparagraph 4(d)(ii) of this MOC, and any use will be on a non-attributable basis unless otherwise indicated by the Requested Participant. If the Requesting Participant wishes to use such information for

other purposes, it will obtain the prior written consent of the Requested Participant that provided the information. The Requested Participant may impose restrictions on the use of the information for other purposes.

- (b) When the Requesting Participant receives information from the Requested Participant under this MOC, any use of that information will comply with any restrictions imposed by the Requested Participant under paragraphs 4(e) or 5(a) of this MOC.
- (c) Information provided under this MOC will not be used in any criminal matter, including criminal case investigation, criminal proceedings, ancillary criminal matters or adjudication, except with the prior written consent of the Participant that provided the information.
- (d) The Requested Participant will apply appropriate confidentiality classification markings to any information shared under this MOC. The Requesting Participant will implement security measures (including measures for the destruction or disposal of the information) to ensure the security of confidential information, including for the storage, use, provision to other competent authorities, disclosure to a third party, or other processing of information shared under this MOC. Such measures will be in line with the sensitivity of the information and any classification marking that is applied by the Requested Participant, and in accordance with the Requesting Participant's country's domestic laws and regulations.
- (e) Where confidential information shared under this MOC is wrongfully accessed or inadvertently disclosed, the Participants will promptly notify the other Participant of the occurrence and take all reasonable steps to mitigate the consequences thereof and to prevent its recurrence.
- (f) Where one Participant has received information from the other Participant under this MOC, it will consult with the other Participant before providing the information to other competent authorities or using the information in an enforcement proceeding or court case.
- (g) When a Participant receives a request under its country's applicable laws and regulations to disclose information received from the other Participant under this MOC, it will notify the other Participant prior to making such disclosure. Each Participant will use all available measures under the applicable domestic laws and regulations of its country to maintain the confidentiality of and to protect the information as regards such a request for disclosure of information shared under this MOC. The requirements in this

paragraph do not apply where the other Participant has provided prior written consent for disclosure of such information.

6.Further Cooperation

- (a) The Participants may jointly identify one or more areas or initiatives for cooperation. Such cooperation may include:
 - (i) Development and joint promotion of data transfer mechanisms to facilitate trusted cross-border data flows, such as:
 - (I) exploring development of model contractual clauses that are interoperable among businesses of ASEAN Member States and Japan;
 - (II) promotion of the Global Cross-Border Privacy Rules (CBPR) System among companies in both jurisdictions; and
 - (III) encouraging ASEAN Member States to participate in the Global Cooperation Arrangement for Privacy Enforcement (CAPE) and the Global CBPR System.
 - (ii) Cooperation in supporting technological innovation for trusted data use, access, and sharing, such as facilitating the participation of suitable organisations from both jurisdictions in regulatory sandbox(es) for innovative data use cases;
 - (iii) Exchange of information, sharing of best practices and research collaborations on emerging data protection issues and trends, including those relating to artificial intelligence, privacy enhancing technologies, and other emerging technologies;
 - (iv) implementation of joint research projects;
 - (v) cooperation on specific projects of interest;
 - (vi) training and education in the field of data protection and privacy; and
 - (vii) any other areas of cooperation as mutually decided by the Participants.
- (b) The Participants may convene bilateral meetings annually or as mutually decided between the Participants.

7.Cost

Expenses incurred by the Requested Participant in executing a request from the Requesting Participant under this MOC will be borne by the Requested Participant within their budgetary appropriations. If the execution of a request requires expenses of a substantial or extraordinary nature, the Requested Participant may consult the Requesting Participant to determine how the request will be executed as well as the manner in which the expenses will be borne.

8.Review and Modification

- (a) The Participants will monitor the implementation of this MOC and review it if either Participant so requests.
- (b) In the event of significant modification to the Applicable Laws of a Participant's country falling within the scope of this MOC, the Participants will consult promptly and, if possible, prior to the commencement of such enactments, determine whether to modify this MOC.
- (c) Each Participant will notify to the other Participant's primary contact designated in paragraph 4(a) of any issues that arise in relation to this MOC.
- (d) Should any difference or dispute arise relating to the implementation of this MOC, the Participants will use best efforts to settle it amicably through discussion between their designated primary contacts and, failing resolution in a reasonably timely manner, through discussion between the Chairperson of PPC and the Commissioner of PDPC.
- (e) This MOC may be modified by mutual consent of the Participants. Any such modification will be in writing, signed by each Participant, and will come into effect on such date as may be mutually decided upon by the Participants.

9.Commencement and Discontinuation

- (a) This MOC will commence on the date of signature by the Participants and will continue indefinitely.
- (b) Either Participant may discontinue this MOC at any time, by giving at least three (3) months' written notice to the other Participant.
- (c) The discontinuation of this MOC will not affect the validity, duration, implementation or completion of any ongoing programs or activities made under this MOC prior to the date of discontinuation, unless the Participants



otherwise mutually decide in writing.

- (d) On discontinuation of this MOC, each Participant will maintain the confidentiality of any information provided by the other Participant under this MOC, and will implement appropriate security measures, including measures for the destruction or disposal of the information, in accordance with domestic laws and regulations of the respective countries.

For the Personal Information

For the Personal Data Protection

Protection Commission of Japan

Commission of Singapore

Name: Dr. Satoru Tezuka

Name: Ms Denise Wong

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

**Title: Commissioner, Personal Data
Protection Commission of
Singapore**

Date:

Date: