資料３－２

Memorandum of Cooperation
between
The Personal Information Protection Commission of Japan
and
The Personal Information Protection Commission of the Republic of Korea
on
the Protection of Personal Information

The Personal Information Protection Commission of Japan (the “PPC”) and the Personal Information Protection Commission of the Republic of Korea (the “PIPC”), the data protection authorities of the respective countries (hereinafter referred to individually as a “DPA” and collectively as the “DPAs”);

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

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

Reaffirming their intent to deepen their existing relations and to promote exchanges to assist each other, mainly in enforcing personal information protection laws;

Emphasizing that one of the most important and fundamental functions of the DPAs is to exercise their authority, conferred by their national legislation, against violations of individual privacy and to prevent further possible breaches, based on the understanding that 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 in exercising their authority against violations of their national legislation on the protection of personal information and to prevent further possible breaches,

Have reached the following:

1. Definitions

(1) “Requesting DPA” means the DPA that requests information or assistance.

(2) “Requested DPA” means the DPA to which information or assistance is requested.

2. Legal Status

(1) This MOC is a statement of intent that does not constitute or create any legally binding rights or obligations and financial responsibility under domestic or international law.

(2) This MOC will not affect the rights or obligations of the respective countries arising from international conventions or agreements to which they are parties.

3. Scope of Cooperation

(1) All measures mentioned in this MOC will be provided and implemented in accordance with the applicable laws and regulations of the respective countries of the DPAs and in line with the limits of its competence and available resources.

(2) The DPAs will provide each other, either on their own initiative or upon request, with information necessary to ensure the proper application of their national legislation on personal information protection by exchanging relevant information and providing the necessary assistance pursuant to this MOC.

4. Information Exchange

(1) In order to facilitate information exchange, each DPA will ensure that the information on its contact points is kept up to date. The DPAs will exchange information on their own initiative or upon request, to the extent it is available, through the contact points.

(2) On request, the Requested DPA will, in accordance with its national laws and regulations and in line with the availability of resources, provide the following information:
   (a) contact information of entities with which the Requesting DPA needs to communicate for its own investigation on a specific case;
   (b) past enforcement records which are deemed 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
   (c) any other information which is deemed relevant to and helpful for the Requesting DPA to conduct an investigation on a specific case.

(3) Requests pursuant to 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 requires, oral requests may also be made and accepted, but will be promptly confirmed in writing.

(4) Requests pursuant to this MOC will include the following information:
(a) the nature of the proceedings in respect of which the request is made;
(b) the purpose of and the reason for the request;
(c) contact information of the persons to whom the request relates, if known; and
(d) a brief description of the matter under consideration and the legal elements involved.

(5) The Requested DPA may impose restrictions and requirements on its use when sharing information with the Requesting DPA.

(6) Personal information will not be shared, except in cases where contact information including personal information will be shared according to subparagraphs (2)(a) and (4)(c) of this Paragraph.

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

(8) The DPAs may provide non-confidential information on their own initiative. Such non-confidential information may include, but is not limited to, methods, practices, and guidance documents that may be useful for the other DPA to exercise its legal authority.

5. Use of Information

(1) When the Requesting DPA receives information from the Requested DPA pursuant to this MOC, the information will be used solely for the purpose specified in the request pursuant to Paragraph 4(4)(b) of this MOC. Where the Requesting DPA wishes to use such information for other purposes, it will obtain the prior written consent of the Requested DPA. Such use will then be in line with any restrictions laid down by the Requested DPA.

(2) When the Requesting DPA receives information from the Requested DPA pursuant to this MOC, the use of such information will comply with the restrictions and conditions laid down by the Requested DPA pursuant to Paragraph 4(5) of this MOC.

(3) Information provided pursuant to this MOC will not be used in the investigation or adjudication of criminal cases without the prior written cons ent of the Requested DPA.

(4) Information shared pursuant to this MOC will be marked with the appropriate confidentiality classification. The Requesting DPA will take security measures for the storage, use, and disclosure to third parties 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 will promptly bring this to the attention of the Requested DPA.

(5) Where one DPA has received information from the other DPA pursuant to this MOC, it will consult with that other DPA before disclosing the information to a third party such as other relevant competent authorities or before using the information in an enforcement proceeding or court case.

6. Further Cooperation

(1) The DPAs may jointly identify one or more areas or initiatives for cooperation. Such cooperation may include:

(a) development and joint promotion of data transfer mechanisms to facilitate trusted cross-border data flows;

(b) sharing experiences and exchanging best practices on data protection in the artificial intelligence (AI) environment, as well as promoting relevant technologies such as Privacy by Design (PbD) and Privacy-Enhancing Technologies (PETs);

(c) implementing joint research projects;

(d) cooperating on specific projects of interest;

(e) training and education in the field of data protection and privacy;

(f) exchanging staff members based on specific requirements to be established by the DPAs on a case-by-case basis; and

(g) any other areas of cooperation as mutually decided by the DPAs.

(2) The DPAs will hold regular or ad hoc meetings as mutually decided by the DPAs.

7. Expenses

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 with the Requesting DPA to determine the requirements under which the request will be executed as well as the manner in which the expenses will be borne. All other expenses arising from the cooperation under this MOC will be borne by the DPA which incurs them, unless otherwise mutually decided by the DPAs.

8. Review, Resolution of Differences and Modification

(1) The DPAs will monitor the implementation of this MOC and review it biennially, or sooner if either DPA so requests.

(2) Any differences arising in relation to this MOC will be notified to the designated point of contact for each DPA.

(3) Any differences that may arise from the interpretation or implementation of this MOC will be resolved amicably through consultations between the DPAs.

(4) This MOC may only be modified at any time by the DPAs in writing and signed by each DPA.

9. Commencement and Discontinuation

(1) 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.

(2) The discontinuation of this MOC will not affect the duration of any ongoing programs or activities made under this MOC, unless otherwise mutually decided by the DPAs.

Signed in Brussels, Belgium on November 18, 2026 in two (2) original copies in the English language.

For the Personal Information Protection Commission of Japan	**For the Personal Information Protection Commission of the Republic of Korea**
Name: Dr. Satoru Tezuka	**Name: Dr. Kyung Hee Song**
Title: Chairperson, Personal Information Protection Commission of Japan	**Title: Chairperson, Personal Information Protection Commission of the Republic of Korea**
Date:	**Date:**