

Date:

Memorandum of Understanding

between:

The Information Commissioner

for

The United Kingdom of Great Britain & Northern Ireland

- and -

Autorité de protection des données /
Gegevensbeschermingsautoriteit

for

Belgium

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 for the United Kingdom of Great Britain and Northern Ireland (the "**Information Commissioner**") and

(II) Autorité de protection des données / Gegevensbeschermingsautoriteit ("**[APD-GBA]**"),

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 links between their countries, and the importance of consulting on, and taking account of, their respective regulatory activity in order to better protect individuals within scope of the applicable data protection and privacy laws of the United Kingdom and Belgium and support organisations in compliance with laws protecting personal data.

1.5 This MoU reaffirms the intent of the Participants to deepen their existing relations and to promote exchange of information, experience, and best practice to assist each other in the regulation 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.

1.7 Reducing divergence between the regulatory approaches taken by the Participants, when addressing similar issues, benefits industry, consumers and other stakeholders in their respective countries. Whilst

having regard to the different laws and regulations of their respective countries, as well as their statutory independence, this MoU is intended to avoid divergences and promote consistency in the administration of similar data protection laws.

1.8 The Participants confirm that nothing in this MoU should be interpreted as imposing a requirement on the Participants to co-operate with each other. In particular, there is no requirement to co-operate in circumstances which would place either Participant in breach of their legal responsibilities, including:

(a) in the case of the Information Commissioner: the United Kingdom General Data Protection Regulation and the Data Protection Act 2018; and

(b) in the case of the APD-GBA : all applicable data protection law including, but not limited to, the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR"), the law of 30 July 2018 on the protection of individuals with regard to the processing of personal data and the law of 3 December 2017 establishing the Data Protection Authority.

1.9 The MoU sets out the legal framework for information sharing, but it is for each Participant to determine for themselves that any proposed disclosure is compliant with the law applicable to them.

2. ROLE AND FUNCTIONS OF THE INFORMATION COMMISSIONER

2.1 The Information Commissioner is a corporation sole appointed under the Data Protection Act 2018, as amended by the Data (Use and Access) Act 2025; 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.

2.2 The Information Commissioner is empowered to take a range of regulatory action under the following legislation (as amended from time to time):

- (a) Data Protection Act 2018 ("DPA");
- (b) United Kingdom General Data Protection Regulation ("UK GDPR");
- (c) Privacy and Electronic Communications (EC Directive) Regulations 2003 ("PECR");
- (d) Freedom of Information Act 2000 ("FOIA");
- (e) Environmental Information Regulations 2004 ("EIR");
- (f) Environmental Protection Public Sector Information Regulations 2009 ("INSPIRE Regulations");
- (g) Investigatory Powers Act 2016;
- (h) Re-use of Public Sector Information Regulations 2015;
- (i) Enterprise Act 2002;
- (j) Network and Information Systems Regulations 2018 ("NIS Regulations"); and
- (k) the UK eIDAS Regulations ("eIDAS")¹.

2.3 The Information Commissioner has a broad range of statutory duties, including monitoring and enforcing data protection laws, and promoting good practice and adherence to data protection obligations by those who process personal data. These duties sit alongside those relating to the other enforcement regimes.

2.4 The Information Commissioner's regulatory and enforcement powers include:

- (a) conducting assessments of compliance with the DPA, UK GDPR, PECR, eIDAS, the NIS Regulations, FOIA and EIR;

¹ The UK eIDAS Regulation is [Regulation \(EU\) 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(UK eIDAS\)](#). Following the UK withdrawal from the EU the eIDAS Regulation was adopted into UK law and amended by [The Electronic Identification and Trust Services for Electronic Transactions \(Amendment etc.\) \(EU Exit\) Regulations 2019](#). In addition, the existing UK trust services legislation, [The Electronic Identification and Trust Services for Electronic Transactions Regulation 2016 \(2016 No.696\)](#) was also amended. Taken together, these regulations are referred to in this MoU as the UK eIDAS Regulations.

- (b) issuing Information Notices requiring individuals, controllers or processors to provide information in relation to an investigation;
- (c) issuing Enforcement Notices, Warnings, Reprimands, practice recommendations and other orders requiring specific actions by an individual or organisation to resolve breaches (including potential breaches) of data protection legislation and other information rights obligations;
- (d) administering fines by way of Penalty Notices in the circumstances set out in section 152 of the DPA;
- (e) administering fixed penalties for failing to meet specific obligations (such as failing to pay the relevant fee to the Information Commissioner);
- (f) issuing Decision Notices detailing the outcome of a case under FOIA or EIR;
- (g) certifying contempt of court should an authority fail to comply with an Information Notice, Decision Notice or Enforcement Notice under FOIA or EIR; and
- (h) prosecuting criminal offences before Courts.

2.5 Regulation 31 of PECR, as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, also provides the Information Commissioner with the power to serve Enforcement Notices and issue Monetary Penalty Notices as above to organisations who breach PECR. This includes, but is not limited to, breaches in the form of unsolicited marketing which fall within the ambit of PECR, including automated telephone calls made without consent, live telephone calls which have not been screened against the Telephone Preference Service, and unsolicited electronic messages (Regulations 19, 21 and 22 of PECR respectively).

3. ROLE AND FUNCTIONS OF APD-GBA

3.1 The APD-GBA is an independent supervisory body responsible for monitoring the application of the GDPR and laws containing provisions relating to the protection of personal data processing in order to

protect the fundamental rights and freedoms of natural persons with regard to the processing of their personal data and to facilitate the free flow of personal data within the Union.

3.2 The APD-GBA has a range of regulatory powers, such as:

- a) examining complaints from individuals in relation to potential infringements of data protection law;
- b) conducting investigations regarding infringements of data protection law;
- c) taking enforcement action;
- d) issuing opinions on personal data processing at the request of various governmental or legislative bodies
- e) promoting data protection among the general public and promoting awareness of their obligations among data controllers and processors;
- f) approving certification criteria and codes of conduct;
- g) cooperating with other EU data protection authorities with a view to ensuring the consistency of application and enforcement of the GDPR.

4. SCOPE OF CO-OPERATION

4.1 The Participants acknowledge that it is in their common interest to collaborate in accordance with this MoU, in order to:

- (a) Ensure that the Participants are able to deliver the regulatory cooperation necessary to underpin their data-based economies and protect the fundamental rights of individuals within the scope of the applicable data protection and privacy laws of the United Kingdom and Belgium ;
- (b) Cooperate with respect to the enforcement of their respective applicable data protection and privacy laws;
- (c) Keep each other informed of developments in their respective countries having a bearing on this MoU; and
- (d) Recognise parallel investigations or enforcement actions by the Participants as priority issues for co-operation.

4.2 For this purpose, the Participants may jointly identify one or more areas or initiatives for cooperation. Such cooperation may include:

- (a) sharing of experiences and exchange of best practices on data protection policies, education and training programmes;
- (b) exchange of information (excluding personal data) about potential or on-going investigations of organisations in relation to a potential contravention of personal data protection legislation impacting both jurisdictions;
- (c) secondment of staff;
- (d) convening bilateral meetings as mutually decided between the Participants; and
- (e) any other areas of cooperation as mutually decided by the Participants.

4.3 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, in order to avoid breaching applicable legal requirements. Any such limitations or conditions will be agreed between the Participants on a case-by-case basis.

5. NO SHARING OF PERSONAL DATA

5.1 The Participants do not intend that this MoU will cover any sharing of personal data by the Participants.

5.2 If the Participants wish to share personal data, each Participant will ensure compliance 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.

6. INFORMATION SHARED BY THE INFORMATION COMMISSIONER

6.1 Section 132(1) of the DPA states that the Information Commissioner can only share certain information if he has lawful authority to do so, where that information has been obtained by, or provided to, the Information Commissioner in the course of, or for the purposes of, discharging the Information Commissioner's functions, relates to an identifiable individual or business, and is not otherwise available to the public from other sources.

6.2 Section 132(2) of the DPA sets out the circumstances in which the Information Commissioner will have the lawful authority to share that information. In particular, the Information Commissioner may share information with the APD-GBA with lawful authority where:

- (a) the sharing is necessary for the purpose of discharging the Information Commissioner's functions (section 132(2)(c) of the DPA); or
- (b) the sharing is necessary in the public interest, taking into account the rights, freedoms and legitimate interests of any person (section 132(2)(f) of the DPA).

6.3 Before the Information Commissioner shares any such information in accordance with this MoU the Information Commissioner will identify and document the function of the Information Commissioner with which the sharing of that information is intended to assist, and assess whether that function could reasonably be achieved without sharing the particular information in question. Where the Information Commissioner considers that any such function could reasonably be achieved without sharing the information, the Information Commissioner will not share the information unless the Information Commissioner determines that there are overriding factors which render such sharing to be lawful and appropriate in all the circumstances.

7. INFORMATION SHARED BY THE APD-GBA

7.1 Pursuant to Article 48, §1 of the law of 3 December 2017 establishing the Data Protection Authority, members of the Executive Committee,

staff members of the APD-GBA, and experts are required, during and after their respective terms of office, contracts, and assignments, to maintain the confidentiality of facts, acts, or information that come to their knowledge in the course of their duties or assignments

- 7.2 However, according to Article 48, §2 of the law of 3 December 2017 establishing the Data Protection Authority, the APD-GBA may conclude confidentiality agreements with third parties in order to ensure the exchange of data necessary for the performance of its tasks and powers.
- 7.3 Article 67, §4 of the Law of 3 December 2017 establishing the Data Protection Authority, the investigation made by the Inspection Service of the APD-GBA is confidential, except in cases provided for by law, until the Inspector General's report is submitted to the litigation chamber.

8. SECURITY AND DATA BREACH REPORTING

- 8.1 Appropriate security measures 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.
- 8.2 Where confidential material is shared between the Participants it will be marked with the appropriate security classification by the Sender.
- 8.3 Where a Recipient receives information from a 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.
- 8.4 Where confidential material obtained from, or shared by, a Sender is wrongfully disclosed or used by a Recipient, the Recipient will bring this to the attention of the Sender without delay.

9. RETENTION OF INFORMATION

- 9.1 Information received under this MoU will not be retained for longer than is required to fulfil the purpose for which it was shared or than is required by the Requesting Participant's country's laws.
- 9.2 The Participants will use best efforts to return any information that is no longer required if the Requested Participant makes a written request that such information be returned at the time it is shared. If no request for return of the information is made, the Requesting Participant will dispose of the information using methods prescribed by the Requested Participant or if no such methods have been prescribed, by other secure methods, as soon as practicable after the information is no longer required.

10. REVIEW OF THE MoU

- 10.1 The Information Commissioner and the APD-GBA will monitor the operation of this MoU and review it if either Participant so requests.
- 10.2 Any issues arising in relation to this MoU will be notified to the designated point of contact for each Participant.
- 10.3 Any amendments to this MoU must be made in writing and signed by each Participant.

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

- 11.1 This MoU is a statement of intent that does not give rise to legally binding obligations on the part of either the Information Commissioner or the APD-GBA.
- 11.2 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.

12. DESIGNATED CONTACT POINTS

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

| Information Commissioner's Office | Autorité de protection des données / Gegevensbeschermingsautoriteit |
|--|--|
| <p>Name: Rory Munro</p> <p>Designation: Head of International Regulatory Cooperation</p> | <p>Name: Sarah Van Parys</p> <p>Designation: Legal counsel at the General Secretariat of the APD-GBA</p> |

12.2 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.

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

13. COSTS

13.1 Without prejudice to any separate written agreement or arrangement or unless otherwise mutually decided in writing by the Participants, each Participant will bear its own costs and expenses in implementing this MoU.

14. 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 three months' written notice to the other Participant.

Signatories:

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

For the Autorité de protection des données / Gevevensbeschermingsautoriteit

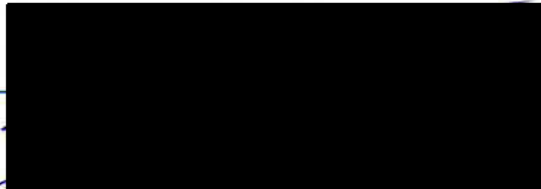


Name: Emily Keaney

Title: Deputy Commissioner

Place: Venice, Italy

Date: 22/4/26



Name: Koen Gorissen

Title: Chairman of the Board of Directors

Place: Venice, Italy

Date: 22/4/26