BILATERAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL PRIVACY COMMISSION OF THE REPUBLIC OF THE PHILIPPINES AND THE PERSONAL DATA PROTECTION COMMISSION OF THE REPUBLIC OF SINGAPORE O...

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The National Privacy Commission of the Republic of the Philippines (hereinafter referred to as "NPC") and the Personal Data Protection Commission of the Republic of Singapore (hereinafter referred to as "PDPC"), hereinafter referred to individually as the "Participant" and collectively as the "Participants",

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

Reaffirming their intent to deepen their existing relations and to promote exchanges in personal data protection to engender trust and facilitate trusted cross border data flows; and

Recognising the need to foster closer collaboration and cooperation in personal data protection,

HAVE REACHED the following understanding:

PARAGRAPH 1
SCOPE OF COLLABORATION
The Participants will collaborate and cooperate in personal data protection in accordance with this Memorandum of Understanding (hereinafter referred to as "MOU") which will be carried out in accordance with and subject to each Participant's respective national security, domestic laws, regulations, and competence. For this purpose, the Participants may jointly identify one or more areas or initiatives for cooperation to lead in the region and beyond, which may include but not limited to:

i)

The exchange of information involving potential or on-going investigations of organisations in their respective jurisdictions in relation to a suspected contravention of either Participant's privacy and data protection legislation;

ii)

Provision of mutual assistance to facilitate investigations in the respective jurisdictions in relation to potential contraventions of either Participant's privacy and data protection legislation;

iii)

Co-ordination and provision of mutual assistance in joint investigations into cross border personal data incidents or breaches in relation to potential contraventions of data protection legislation in both jurisdictions;

iv)

Development of compatible mechanisms to facilitate trusted cross border data flows, including but not limited to:

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a.

appropriate mutual recognition of comparable protection afforded by their respective legal frameworks or national trustmark and privacy certification frameworks;

b.

promotion of applicable international certification systems, which may include the Asia-Pacific Economic Cooperation (hereinafter referred to as "APEC") Cross-Border Privacy Rules System and/or the APEC Privacy Recognition for Processors System, among companies in both jurisdictions; and

c.

development of, participation in, promotion of, and implementation of the Association of Southeast Asian Nations (hereinafter referred to as "ASEAN") Cross Border Data Flow Mechanism, including the ASEAN Model Contractual Clauses and ASEAN Certification of Cross Border Data Flows, under the ASEAN Framework on Digital Data Governance via joint committees, workshops, seminars, or other capacity-building activities;

v)

Knowledge sharing, training, and education on current and emerging privacy and data protection issues and trends;

vi)

Exploring or identifying suitable organisations from both jurisdictions to participate in a cross-jurisdictional sandbox to test-bed innovative data sharing cases; and

vii)

Any other areas of cooperation as mutually decided upon by the Participants.

PARAGRAPH 2
SPECIFIC ARRANGEMENTS
1. In implementing this MOU, each Participant may, within the limits of its respective laws, regulations, and competence, enter into separate written arrangements with the other Participant, for the execution of projects or activities within the scope of this MOU.

2. Upon the execution of this MOU, the Participants will jointly develop a collaboration plan to implement the provisions of this MOU.

PARAGRAPH 3
FINANCIAL ARRANGEMENTS
Without prejudice to any separate written arrangement under Paragraph 2 or unless otherwise mutually decided upon in writing by the Participants, each Participant will bear its own costs and expenses in implementing this MOU.

PARAGRAPH 4
AMENDMENTS
Either Participant may request in writing a revision or amendment of any provision of this MOU. Any revision or amendment that has been mutually decided upon in writing by the Participants will take effect on such date as may be mutually decided upon by the Participants.

PARAGRAPH 5

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CONFIDENTIALITY AND DATA BREACH REPORTING
In the execution of this MOU and any other arrangements entered into pursuant thereto:

1. The Participants will apply appropriate security measures to protect information transfers in accordance with the sensitivity of the information and any classification that is applied by the originating Participant.

2. Where confidential material is shared between the Participants it will be marked with the appropriate security classification.

3. Where one Participant has received information from the other, it will consult with the other Participant before passing the information to a third party or using the information in an enforcement proceeding or court case in accordance with its domestic laws.

4. Where confidential material obtained from, or shared by, the originating Participant is wrongfully disclosed by the receiving Participant, the receiving Participant will bring this to the attention of the originating Participant without delay, including information on the appropriate measures undertaken to mitigate or remediate the harm.

PARAGRAPH 6
EFFECTIVITY, REVIEW, AND TERMINATION
1. This MOU will take effect on the date of signature and will remain effective unless either Participant chooses to terminate this MOU by giving six (6) months' written notice to the other Participant.

2. The Participants will monitor the implementation of this MOU and conduct periodic reviews. The termination of this MOU will not affect the validity, duration, implementation, or completion of any project or activity undertaken or decided upon under this MOU prior to the date of termination unless the Participants otherwise mutually decide in writing.

PARAGRAPH 7
LEGAL STATUS
Nothing in this MOU is to be construed as establishing or implying a partnership, joint venture, agency, or other legal relationship between the Participants. Nothing in this MOU creates or is intended to create any legally enforceable rights or binding obligations on either Participant.

PARAGRAPH 8
DISPUTE SETTLEMENT
The Participants will settle any difference or dispute 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.

Any issues arising in relation to this MOU will be promptly notified to the designated contact point of each Participant as provided under Paragraph 9.

PARAGRAPH 9
DESIGNATED CONTACT POINTS

1)

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

National Privacy Commission Personal Data Protection Commission

Name: Franklin Anthony M. Tabaquin, IV

Designation: Director IV, Privacy Policy Office
Email Address:
FAMtabaquin@privacy.gov.ph Name: Yeong Zee Kin
Designation: Deputy Commissioner
Email Address:
YEONG_Zee_Kin@pdpc.gov.sg

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.

3)

Each Participant may change its designated contact point for the purposes of this MOU upon written notice to the other Participant within a reasonable period.

4)

Signed in duplicate originals in the English language, in Singapore on the 7th day of September 2022.

Signatories

For the National Privacy Commission of the Republic of the Philippines For the Personal Data Protection Commission of the Republic of Singapore

(Sgd.)
Name: John Henry Du Naga
Designation: Privacy Commissioner (Sgd.)
Name: Lew Chuen Hong
Designation: Commissioner

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