

MEMORANDUM OF UNDERSTANDING BETWEEN
THE BRAZILIAN NATIONAL DATA PROTECTION AUTHORITY (ANPD)
AND
THE INFORMATION COMMISSIONER FOR THE UNITED KINGDOM OF GREAT
BRITAIN & NORTHERN IRELAND (ICO)
FOR
COOPERATION IN THE ENFORCEMENT OF LAWS PROTECTING PRIVACY AND
PERSONAL DATA



This Memorandum of Understanding ("Memorandum") is entered into today, the 18th day of Sept the year of 2025 by and between:

The **BRAZILIAN NATIONAL DATA PROTECTION AUTHORITY**, hereinafter referred to as **ANPD**, established by Provisional Presidential Decree n. 869, of December 27th, 2018, subsequently converted into Law n. 13,853, of August 14th, 2019, and transformed into a government agency operating under a special regime by Law n. 14,460, of October 25th, 2022, registered before the National Register of Corporate Taxpayers – CNPJ, under number 44.365.866/0001-71, located at Setor Comercial Norte – SCN, Quadra 6, Conjunto A, Ed. Venâncio 3000, Bloco A, 9º andar, CEP 70.716-900 – Brasília – DF, Brazil, herein represented by its Director-President, Mr. WALDEMAR GONÇALVES ORTUNHO JÚNIOR,

and **THE INFORMATION COMMISSIONER FOR THE UNITED KINGDOM OF GREAT BRITAIN & NORTHERN IRELAND**, a corporation sole appointed under the Data Protection Act 2018 and hereinafter referred to as the **ICO**, whose head office is at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, UK. The current office holder is Mr JOHN EDWARDS.

The ANPD and ICO shall hereinafter be referred to individually as "Participant", or collectively as "Participants",

RECOGNIZING 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 enhanced cross-border enforcement cooperation on protection of personal data;



RECOGNIZING that Article 55-J, item IX, of Law n. 13,709 of August 14, 2018 – Brazilian Data Protection Law (LGPD) confers upon the Brazilian National Data Protection Authority (ANPD) powers to promote international or transnational cooperation actions with personal data protection authorities of other countries.

RECOGNIZING that Article 50 of the UK General Data Protection Regulation, and sections 115(10) and 116(3) of the Data Protection Act 2018 enable the ICO to cooperate with authorities from other countries that have responsibilities relating to the protection of personal data.

RECOGNIZING that the Participants each have functions and duties with respect to the protection of personal data in their respective countries;

RECOGNIZING that the Participants are interested in working together on various matters related to the protection of personal data;

HAVE AGREED to cooperate under this Memorandum as follows:

CLAUSE ONE – DEFINITIONS

1.1. For the purposes of this Memorandum, the following terms and acronyms, when used in the singular or plural, shall have the meaning indicated below, unless the context otherwise requires.

a) **"Applicable Law"** refers to the laws and regulations of the country of each Participant, the enforcement of which has the effect of protecting personal data. This includes any amendments to the privacy and personal data protection laws of both jurisdictions, as well as other laws or regulations that the Participants may, from time to time, jointly decide in writing to be an Applicable Law for the purposes of this Memorandum.

a.1) In the case of the ICO, "Applicable Law" means the United Kingdom General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA), Privacy and Electronic Communications (EC Directive) Regulations 2003 ("PECR"), Freedom of Information Act 2000 ("FOIA"), Environmental Information Regulations 2004 ("EIR"), Environmental Protection Public Sector Information Regulations 2009 ("INSPIRE Regulations"), Investigatory Powers Act 2016, Re-use of Public Sector Information Regulations 2015, Enterprise Act 2002, Security of Network and Information Systems Directive ("NIS Directive"), and Electronic Identification, Authentication and Trust Services Regulation ("eIDAS").

a.2) In the case of the ANPD, "Applicable Law" means Law n. 13,709 of August 14, 2018 – Brazilian Data Protection Law (LGPD).

b) **"Contravention of Personal Data Protection"**, as provided for in this Memorandum, means conduct that would be in contravention of the Applicable Laws of one Participant's country and that is the same or substantially similar to conduct that would be in contravention of the Applicable Laws of the other Participant's country.

- c) **"Person"** means any natural person or legal entity, including any corporation, unincorporated association, or partnership.
- d) **"Request"** means a written request for assistance under this Memorandum.
- e) **"Requested Participant"** means the Participant from which assistance is sought under this Memorandum, or which has provided such assistance.
- f) **"Requesting Participant"** means the Participant seeking or receiving assistance under this Memorandum.

CLAUSE TWO – OBJECTIVES AND SCOPE

2.1. By means of this Memorandum, the Participants shall work together to promote mutual assistance and technical, regulatory and enforcement cooperation on matters related to privacy and the protection of personal data.

2.2. The Participants acknowledge that it is in their common interest to collaborate in accordance with this Memorandum, in order to:

- a) ensure that the Participants are able to deliver the regulatory cooperation necessary to protect the fundamental privacy rights of individuals within the scope of the Applicable Laws of Brazil and United Kingdom of Great Britain & Northern Ireland respectively;
- b) cooperate with respect to the enforcement of their respective Applicable Laws;
- c) keep each other informed of developments of Applicable Laws in their respective countries having a bearing on this Memorandum;
- d) provide technical support and share experiences relating to regulation and enforcement in respect of protection of personal data;
- e) provide information about relevant investigations, upon request;
- f) promote joint investigation or enforcement actions of mutual interest in respect of the protection of personal data;
- g) support the other Participant in its jurisdiction for the purposes of investigation or enforcement, based on the respective Applicable Laws.

2.3. For the purposes of this Memorandum, the Participants may jointly identify one or more areas or initiatives for cooperation, such as:

- a) sharing of experiences and exchange of best practices on privacy and data protection policies;



- b) developing education, training and awareness-raising programs on personal data protection;
- c) implementing and carrying out joint research projects;
- d) exchanging information (excluding personal data or information) involving potential or on-going investigations in relation to a Contravention of Personal Data Protection;
- e) carrying out joint investigations on cross-border issues involving both jurisdictions under Applicable Laws (excluding sharing of personal data or information); or
- f) convening bilateral meetings as mutually decided between the Participants.

2.4. This Memorandum does not impose on either Participant any obligation to cooperate with the other Participant or to share any information.

2.5. Where a Participant chooses to exercise its discretion to cooperate or to share information, it may limit or impose conditions on that request, whether:

- a) it is outside the scope of this Memorandum; or
- b) it would breach the Participant's legal responsibilities.

CLAUSE THREE – PROCEDURES RELATING TO MUTUAL ASSISTANCE

3.1. Each Participant shall designate a point of contact for the purposes of requests for assistance and other communications under this Memorandum.

3.2. In requesting assistance in procedural, investigative and other matters involved in the enforcement of Applicable Laws across borders, Participants will ensure that requests for assistance include sufficient information to enable the Requested Participant to determine whether a request relates to a Contravention of Personal Data Protection and to take action in appropriate circumstances.

3.3. Requests shall include the motivation and a description of the facts underlying them and the type of assistance sought, as well as an indication of any special precautions that should be taken in the course of fulfilling the request.

3.4. Requests for assistance shall specify the purpose for which the information requested will be used.



3.5. Prior to requesting assistance, Participants shall perform a preliminary inquiry to ensure that the request is consistent with the scope of this Memorandum and does not impose an excessive burden on the Requested Participant.

3.6. Participants shall make efforts to communicate and cooperate with each other, as appropriate and under the terms of this Memorandum, on matters that may assist ongoing investigations.

3.7. The Participants will notify each other without delay, if they become aware that information shared under this Memorandum is not accurate, complete or up-to-date.

3.8. Participants may forward requests for investigations, refer complaints or provide notices regarding possible violations of Applicable Laws in the jurisdiction of the other Participant.

CLAUSE FOUR – POINTS OF CONTACT

4.1. Each Participant may change its designated points of contact for the purposes of this Memorandum upon notice in writing to the other Participant.

CLAUSE FIVE – NO SHARING OF PERSONAL DATA

5.1. Participants will only share personal data pursuant to this Memorandum in accordance with each Participant's Applicable Law and to the extent that it is necessary for fulfilling the purposes of this Memorandum.

5.2. When sharing personal data or information, Participants will, wherever possible, use best efforts to obtain the consent of the individual(s) concerned before doing so.

5.3. If the Participants wish to share personal data, for example in relation to any cross-border matter involving both jurisdictions, each Participant shall consider compliance with its own Applicable Law, which may require the Participants to enter into a specific written agreement for that purpose.



CLAUSE SIX – INFORMATION SHARED BY THE ICO

6.1. Section 132(1) of the DPA states that the ICO can only share certain information if he has lawful authority to do so, where that information has been obtained by, or provided to, the ICO in the course of, or for the purposes of, discharging the ICO'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 ICO will have the lawful authority to share that information. In particular, the ICO may share information with the ANPD with lawful authority where:

- a) the sharing is necessary for the purpose of discharging the ICO'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 ICO shares any such information in accordance with this MoU the ICO will identify and document the function of the ICO 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 ICO considers that any such function could reasonably be achieved without sharing the information, the ICO will not share the information unless the ICO determines that there are overriding factors which render such sharing to be lawful and appropriate in all the circumstances.

CLAUSE SEVEN – INFORMATION SHARED BY THE ANPD

7.1 This Memorandum will be interpreted, in relation to Brazilian Law, considering the General Data Protection Law (Law No. 13,709/20218), jointly with the Resolution CD/ANPD No. 19/2024 and other Internal Regulations of the ANPD, in accordance with fundamental constitutional rights and guarantees, especially art. 5, LXXIX of the Constitution of the Federative Republic of Brazil.

CLAUSE EIGHT – RETENTION OF INFORMATION

8.1. Information received under this Memorandum will not be retained for longer than is required to fulfill the purpose for which it was shared or than is required by the Requesting Participant's country's laws.



8.2. 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.

8.3. 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.

8.4. The Participants will only share information pursuant to this Memorandum to the extent necessary to fulfill its purposes.

8.5. The Requesting Participant will not use any information obtained from the Requested Participant for purposes other than those for which the information was originally shared.

CLAUSE NINE – CONFIDENTIALITY

9.1. Information shared under this Memorandum is to be treated as confidential and will not be further disclosed without the consent of the other Participant.

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

9.3. The Participants undertake to maintain in absolute secrecy all confidential information to which they become aware or have access due to the execution of this Memorandum, except with written authorization from the Participant who transmitted it.

9.4. Confidential information will be used exclusively for the specific purposes provided for in this Memorandum.

9.5. The Participants will oppose to the fullest extent consistent with their countries' laws any application by a third party for disclosure of confidential information or materials received from the Requested Participant, unless the Requested Participant consents to its release.



9.6. The Participant who receives any application by a third party for disclosure of confidential information will notify forthwith the Requested Participant, which provided it with the confidential information.

CLAUSE TEN – DATA BREACH REPORTING

10.1. Appropriate security measures shall be agreed in specific cases to protect information transfers in accordance with the sensitivity of the information and any classification which is applied by the sender.

10.2. Each participant will use best efforts to safeguard the security of any information received under this Memorandum and respect any safeguards agreed to by the Participants.

10.3. In the event of any unauthorized access or disclosure of the information, the Participants will take all reasonable steps to prevent a recurrence of the event and will promptly notify the other Participant of the occurrence.

10.4. Where confidential material obtained from, or shared by, the Requested Participant is wrongfully disclosed or used by the Requesting Participant, the Requesting Participant will bring this to the attention of the Requested Participant without delay.

CLAUSE ELEVEN – LEGAL LIMITATIONS AND LEGAL NATURE OF THIS MEMORANDUM

11.1. The Requested Participant may exercise its discretion to decline a request by the Requesting Participant for assistance, or limit or condition its cooperation, in particular where it is outside the scope of this Memorandum, or more generally where it would be inconsistent with domestic laws, or important domestic interests or priorities.

11.2. The Requesting Participant may request the reasons for which the Requested Participant declined or limited assistance or cooperation. However, the Requested Participant is under no obligation to provide them.

11.3. Nothing in this Memorandum is intended to:



- a) create binding obligations, or affect existing obligations under international law, or create obligations under the laws of the Participants' respective countries or jurisdictions;
- b) prevent a Participant from seeking assistance or cooperation from; or from providing assistance to another Participant pursuant to other legal instruments;
- c) affect any right of a Participant to seek information on a lawful basis from a Person located in the territory of the other Participant's country, nor is it intended to preclude any such Person from voluntarily providing information obtained under local law;
- d) create obligations or expectations of assistance or cooperation that would exceed a Participant's jurisdiction.

CLAUSE TWELVE – PUBLICITY AND DISCLOSURE

12.1. Publicity resulting from actions arising from this Memorandum must be educational, informative, or socially orientated, and cannot contain names, symbols or images that characterize personal promotion of authorities or public servants of both Participants.

CLAUSE THIRTEEN – COSTS

13.1. Actions arising from this Memorandum will be provided in a mutual cooperation regime.

13.2. Unless otherwise decided by the Participants, the Requested Participant will pay all costs of executing the Request.

13.3. When the cost of providing or obtaining information under this Memorandum is substantial, the Requested Participant may ask the Requesting Participant to pay for those costs as a condition of proceeding with the Request.

13.4. In case of an event as the one referred to in item 13.3, the Participants will consult on the issue upon request of either Participant.

CLAUSE FOURTEEN – ALTERATIONS

14.1. This Memorandum may be modified, in whole or in part, by the issuance of a written Amendment or Addendum signed by the Participants, provided that its object is maintained.



CLAUSE FIFTEEN – DURATION OF COOPERATION

15.1. The term of this Memorandum shall be five (5) years from the date of the last signature and may be extended for a single period of equal length, by means of an Amendment or Addendum, or by mutual agreement, to be executed by the Participants during the term of this instrument.

15.2. This instrument may be terminated for cause, at any time by either Participant, upon written notice to the other Participant, with at least sixty (60) days' prior notice.

15.3. The assistance provided under this Memorandum shall apply to Contravention of Personal Data Protection that occur before or after the execution of this Memorandum.

15.4. Upon termination of this Memorandum, the Participants will, in accordance with Clauses Six, Seven and Nine, maintain the confidentiality of any information communicated to them by the other Participant in accordance with this Memorandum, and return or destroy, in accordance with the provisions of Clause Eight, information obtained from the other Participant in accordance with this Memorandum.

CLAUSE SIXTEEN – DISPUTE SETTLEMENT

16.1. Participants will use their best efforts to resolve any disagreements which may arise under this Memorandum through the points of contacts, as foreseen in the designated under Clause Four.

16.2. Failing resolution between the contacts in a reasonably timely manner, conflicts will be resolved by discussion and negotiation between the leaders of the Participants.

CLAUSE SEVENTEEN – SIGNATURE

17.1. This memorandum will be signed in person by representatives of ICO and ANPD, in two copies of equal content and form, in English and Portuguese, printed and delivered to the parties.



17.2 The execution of this Memorandum by electronic and digital means is recognized by both Participants as valid and fully effective when both participants have signed this Memorandum.

17.1. This memorandum will be signed in person by representatives of ICO and ANPD, in two copies of equal content and form, in English and Portuguese, printed and delivered to the parties.

17.2 The execution of this Memorandum by electronic and digital means is recognized by both Participants as valid and fully effective when both participants have signed this Memorandum.

Signed in Portuguese and English, each version being equally valid, with same form and content. In the event of a conflict in interpretation, the English version is the primary authority.

For the Information Commissioner for the United Kingdom of Great Britain and Northern Ireland **For the Brazilian National Data Protection Authority**



Name:



Title:



Place:



Date:



Name:



Title:



Place:



Date:

