

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNITED STATES FEDERAL TRADE COMMISSION AND THE
OFFICE OF THE DATA PROTECTION COMMISSIONER OF IRELAND
ON MUTUAL ASSISTANCE IN THE ENFORCEMENT OF LAWS
PROTECTING PERSONAL INFORMATION IN THE PRIVATE SECTOR**

The United States Federal Trade Commission ("FTC") and the

amendments to relevant legislation; and staffing and resource issues;

4. explore feasibility of staff exchanges and joint training programs;

5. coordinate enforcement against cross-border Covered Privacy Violations that are priority issues for both Participants;

6.

Participant wishes to obtain confidential information that includes personally identifiable information, then the Participants understand that they are to take additional appropriate measures to safely transmit and safeguard the information, including but not limited to transmitting the material in an encrypted format and using passwords to restrict access.

V. Confidentiality and Limitations on Use

A. To the fullest extent possible, and consistent with applicable laws, each Participant certifies the confidentiality of information to be shared under this Memorandum. The certification of confidentiality applies not only to the shared information, but also to the existence of an investigation to which the information relates. The Participants are to treat the shared information, the existence of the investigation to which the information relates, and any requests made pursuant to this Memorandum as confidential, and not further disclose or use this information for purposes other than those for which it was originally shared, without the prior written consent of the Requested Participant.

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are to take all reasonable steps to prevent a recurrence of the event and are to promptly notify the other Participant of the occurrence.

D. The Participants are to oppose, to the fullest extent possible consistent with their countries' laws, any application by a third party for disclosure of confidential information or materials received from a Requested Participant, unless the Requested Participant consents to its release. The Participant who receives such an application is to notify forthwith the Participant that provided it with the confidential information.

VI. **Changes in Applicable Privacy Laws**

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VIII. Costs

Unless otherwise decided by the Participants, the Requested Participant is expected to pay all costs of executing the Request. When the cost of providing or obtaining information under this Memorandum is substantial, the Requested Participant may ask the Requesting Participant to pay those costs as a condition of proceeding with the Request. In such an event, the Participants should consult on the issue at the request of either Participant.

IX. Duration of Cooperation

A. The Participants intend cooperation in accordance with this Memorandum to become available as of the date it is signed by both Participants.

B. Assistance in accordance with this Memorandum is understood to be available concerning Covered Privacy Violations occurring before as well as after this arrangement is signed.

C. This Memorandum may be discontinued but a Participant should provide 30 days written notice of such discontinuation. However, prior to providing such notice, each Participant should use best efforts to consult with the other Participant.

D. On discontinuation of this Memorandum, the Participants are to, in accordance with Section V, 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 Section VII, information obtained from the other Participant in accordance with this Memorandum.

X. Legal Effect

Nothing in this Memorandum is intended to:

- A. Create binding obligations, or affect existing obligations, under international or domestic law.
- B. Prevent a Participant from seeking assistance from or providing assistance to the other Participant pursuant to other agreements, arrangements, or practices.
- 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, or preclude any such Person from voluntarily providing legally obtained information to a Participant.
- D. Create a commitment that conflicts with either Participant's national laws, court orders, or any applicable international legal instruments
- E. Create expectations of cooperation that would exceed a Participant's jurisdiction.

Signed at Washington, D.C., United States of America,
and Portarlinton, Ireland on June 26, 2013 in duplicate.

Chairwoman Edith Ramirez
Federal Trade Commission
United States of America

Commissioner Billy Hawkes
Office of the Data Protection Commissioner
Ireland

Annex 1

Applicable Privacy Laws

- I. Federal Trade Commission
 - a. Federal Trade Commission Act, 15 U.S.C. §§ 41-58
 - b. Fair Credit Reporting Act, 15 U.S.C. §§ 1681-1681u
 - c. The Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506
 - d. Gramm-Leach-Bliley Act, codified in relevant part at 15 U.S.C. §§ 6801-6809 and §§ 6821-6827

- II. Irish Data Protection Authority
 - a. The Data Protection Acts, 1988 and 2003