

COOPERATION AGREEMENT

between

COIMISIÚN NA MEÁN

and

THE DATA PROTECTION COMMISSION

Introduction

1. This Cooperation Agreement (the “**Agreement**”) establishes a framework of cooperation between Coimisiún na Meán (“**CnaM**”) and the Data Protection Commission (the “**DPC**”), collectively referred to as the “**Parties**” throughout this document.
2. This Agreement is entered into by CnaM pursuant to section 32(1) of the Broadcasting Act 2009 (as amended).
3. The Parties are committed to fostering effective working relations, principally by promoting a culture of cooperation and collaboration between them.
4. The shared objective of this Agreement is to enable close working relationships between the Parties, including the exchange of appropriate information, to assist them in discharging their statutory functions. It is also to convey the Parties’ commitment to cooperating proactively in matters of common interest.
5. The Parties recognise the benefit of setting out in this Agreement a shared vision for this ongoing relationship.
6. Any cooperation and engagement between the Parties will be subject to the priorities and available resources of each of the Parties and will be consistent with all applicable legal requirements including in respect of the sharing of information.
7. The Parties confirm that nothing in this Agreement should be interpreted as imposing a requirement on the Parties to cooperate, in particular, in circumstances which would place either Party in breach of their legal responsibilities including, but not limited to:
 - (a) In the case of CnaM: the Broadcasting Act 2009, as amended, the Online Safety and Media Regulation Act 2022, as amended, Regulation (EU) 2022/2065 (Digital Services Act), the Digital Services Act 2024, as amended, Regulation (EU) 2021/784 (Terrorist Content Online Regulation) and Regulation (EU) 2024/1083 (European Media Freedom Act) and caselaw thereunder; and
 - (b) In the case of the DPC: the General Data Protection Regulation (Regulation (EU) 2016/679) (the “**GDPR**”), the Irish Data Protection Acts 1988 to 2018, the Law Enforcement Directive (Directive (EU) 2016/680) as transposed in Irish law by the Irish Data Protection Act 2018 (the “**DPA**”) and Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002, as amended, and as transposed in Irish law by S.I. No. 336/2011 - European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 and the caselaw thereunder. and
 - (c) All future functions, which may be assigned to either CnaM or the DPC by operation of law.

Role and Functions of the Parties

8. The Parties have separate and independent mandates, which are each set out in statute.

9. The Parties mutually recognise their independence and the need to conduct matters in accordance with their respective statutory powers and responsibilities.

Role and function of the DPC

10. The DPC is an independent statutory body whose independence is guaranteed under EU law. It was established pursuant to the DPA and is responsible for upholding the fundamental right of individuals in the European Union ("EU") to have their personal data protected. Accordingly, the DPC is the Irish supervisory authority responsible for monitoring the application of and enforcing applicable data protection law, including the GDPR, on its territory and across the EU/ EEA where it acts as Lead Supervisory Authority under the GDPR.

11. The DPC has a range of statutory powers which it uses to carry out its functions, including to:

- (a) examine complaints from individuals in relation to potential infringements of data protection law;
- (b) conduct inquiries and investigations regarding potential infringement of data protection law and take enforcement action where necessary;
- (c) promote public awareness and understanding of the risks, rules, safeguards and rights in relation to the processing of personal data;
- (d) promote awareness on the part of controllers and processors of their obligations under the GDPR, including by way of the publication of high-quality guidance and proactive engagement with public and private sector organisations; and
- (e) cooperate with, including the sharing of information with and the provision of mutual assistance to, other EU data protection authorities with a view to ensuring the consistency of application and enforcement of the GDPR, including in the context of the GDPR's cooperation and consistency mechanisms.

Role and function of CnaM

12. CnaM is an independent statutory body established pursuant to the Online Safety and Media Regulation Act 2022. It is responsible for the regulation of broadcasting, audio-visual on-demand media, and for providing a regulatory framework for online safety in Ireland through, *inter alia*, the creation and enforcement of media service codes and rules and online safety codes. One such code, the Online Safety Code, was published in October 2024.

13. CnaM is also:

- (a) a competent authority, and the national digital services coordinator, for the purposes of supervision and enforcement of Regulation (EU) 2022/2065 (Digital Services Act) and is so designated by section 7 of the Broadcasting Act 2009, as amended; and
- (b) the competent authority for the purposes of Articles 12(1)(c) and 12(1)(d) of Regulation (EU) 2021/784 (Terrorist Content Online Regulation) and is so designated by Regulation 3 of S.I. No. 545/2023 and by Regulation 3 of S.I. No. 487/2024.

Scope of Cooperation

14. As stated above, the Parties agree that the objective of this Agreement is to enable close working relationships between the Parties to assist them in discharging their statutory functions, including to cooperate on matters of common interest.

15. The Parties have initially identified the following as areas of common interest:

- (a) upholding the rights of children;
- (b) promoting awareness of their respective regulatory functions to the general public and other stakeholders;

- (c) providing support and information in relation to queries and complaints; and
- (d) driving consistency in regulation in the digital space.

16. The Parties acknowledge that their areas of common interests may change from time to time, with the agreement of the Parties.

17. The Parties may jointly identify areas or initiatives for cooperation in pursuance of their common interests. Such cooperation may include but is not limited to:

- (a) joint communications initiatives;
- (b) exchange of best practices;
- (c) exchange of information on existing IT and data systems and tools developed by one party that may be of interest to the other party;
- (d) organisation of joint workshops for knowledge exchange;
- (e) exchange of technical assistance, including the sharing of subject-area knowledge, expertise and best practice; and/or
- (f) any other activities which may be of common interest to both parties, as the opportunity may arise.

18. The Parties propose to facilitate effective joint working in pursuance of their common interests by:

- (a) meeting and communicating regularly, including at appropriate levels of seniority, to discuss matters of common interests;
- (b) consulting one another at an early stage on any issues that might have significant implications for the other;
- (c) exchanging relevant information in a timely manner, subject to the terms of this Agreement; and
- (d) any additional methods of cooperation as mutually decided by the Parties.

19. In relation to the exchange of relevant information, if a Party considers that information it has gathered may be materially relevant to the other, then, subject to any legal restrictions on the disclosure of information (whether imposed by statute or otherwise), it will endeavour to notify the other of the same.

Information Sharing

20. The Parties recognise that information may be exchanged between them in pursuance of the objectives of this Agreement and are conscious of the need for discretion and for the adoption of procedures that protect the following:

- (a) the confidential nature of certain information;
- (b) their statutory obligations, including:
 - a. the confidentiality obligations of the DPC under section 26 of the Data Protection Act 2018; and
 - b. the confidentiality obligations of CnaM under section 36 of the Broadcasting Act 2009, as amended, and under Article 84 of Regulation (EU) 2022/2065 (Digital Services Act).

21. The Parties acknowledge that, notwithstanding any other provision of this Agreement, they may only disclose information to each other in accordance with this Agreement if permitted or required to do so, or not prevented from doing so, under any applicable laws, including the duty of sincere cooperation under EU law.

22. It is acknowledged that this Agreement does not impose any obligation on the Parties to share information with each other. It is further acknowledged that a Party may require that any sharing of information is subject to certain limitations or conditions being agreed between the Parties, for example, in order to avoid breaching

applicable legal requirements. Any such limitations or conditions will be agreed between the Parties on a case-by-case basis.

23. For the avoidance of doubt, nothing in this Agreement shall require the sharing of information by the DPC where such sharing might be inconsistent with the DPC's obligations under the GDPR, including the functioning of the cooperation and consistency mechanism.

24. The Parties agree to treat as confidential any information considered to be confidential by the other, and, in particular, will treat as confidential any non-public information exchanged by them.

25. Should disclosure of non-public information, and/or any information considered to be confidential by a Party and which is received under this Agreement, be required by law, the Parties agree that the disclosing Party shall notify the other Party of such disclosure.

26. The Parties will use robust measures to protect the confidentiality of information exchanged between the Parties pursuant to this Agreement. Such measures will include appropriate security measures to protect such information and will, amongst other things, require the Party receiving the information (the "**Recipient**") to take into account the sensitivity of the information; any classification that is applied by the Party who is sending the information to the other Party (the "**Sender**"); and any other factors relevant to protecting the security of the information.

27. Where confidential information is shared between the Parties, it will be marked with the appropriate security classification by the Sender.

28. In the event that confidential information 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.

29. In as far as the Parties are processing personal data pursuant to this Agreement, the Parties will ensure this is compliant with all applicable laws relating to the protection of personal data, including the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018, as may be updated, amended or replaced from time to time.

Regular Engagement

30. Officials of the Parties will regularly meet and communicate, at appropriate levels of seniority, and not less than twice annually, to discuss matters of common interest and will communicate as required between meetings on such matters of common interest that may arise in the course of day-to-day business.

31. An agenda for such meetings will, as far as possible, be determined in advance to ensure attendance at the appropriate level and expertise.

32. The following people will be the designated contact point for the Parties for matters under this agreement:

DPC: Head of Inter-Regulatory Affairs
CnaM: Director of Regulatory Operations

33. Each Party may change its dedicated contact point for the purposes of this Agreement upon notice in writing to the other Party.

Costs, Expenses and Resources

34. Without prejudice to any separate written agreement or unless otherwise mutually agreed in writing by the Parties, each Party will bear its own costs and expenses in implementing this Agreement.

Legal Status and Effect

35. This Agreement does not give rise to legally binding obligations on the Parties.

36. Nevertheless, the Parties are committed to pursuing the aims and purposes of this Agreement in good faith and intend to act in accordance with its terms on a voluntary basis.

37. Any failure by the DPC or CnaM to comply with a provision of this Agreement shall not invalidate the exercise by the DPC or CnaM of any statutory power.

38. This Agreement shall not operate to make a Party (or any employee, officer or agent thereof) liable to any person in damages or otherwise for anything done or omitted for which such person would not otherwise be so liable.

Duration and Review

39. The arrangements covered by this Agreement are, wherever possible, set out in terms providing sufficient flexibility for the relationship between the Parties to develop in light of experience.

40. This Agreement shall take effect on the later of the two dates signed below.

41. The Parties will review these arrangements upon the first anniversary from the point it took effect to evaluate its continuing fitness for purpose. This Agreement will be automatically renewed for successive periods of three years thereafter, or sooner if either Party so requests.

42. This Agreement may be varied, subject to the agreement of both Parties. Where a Party proposes a variation of the Agreement that Party shall submit, in writing, to the other Party the text of the proposed variation and the reasons thereof.

43. Either Party may terminate this Agreement by providing three months' notice in writing to the other Party.

Signed on this [date] of [month] 2025.

Commissioner
For and on behalf of the Data Protection Commission

Commissioner
For and on behalf of the Data Protection Commission

Signed on this [date] of [month] 2025

Commissioner
For and on behalf of Coimisiún na Meán

[Commissioner
For and on behalf of Coimisiún na Meán]