

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE AUSTRALIAN ESAFETY COMMISSIONER**

**AND**

**COIMISIÚN NA MEÁN**

**Background**

- (1) The eSafety Commissioner, with an official address at 65 Pirrama Road, Pyrmont NSW 2009, Australia, is Australia’s independent regulator for online safety, and is tasked with the implementation and enforcement of the *Online Safety Act 2021* (Cth)<sup>1</sup> (“**OSA**”), which includes regulating online services providers, safeguarding Australians at risk from online harms, and promoting safer, more positive online experiences.
- (2) Coimisiún na Meán (“**An Coimisiún**”) with official address 1 Shelbourne Buildings, Shelbourne Road, Dublin 4, D04 NP20, Ireland, established under the Online Safety and Media Regulation Act 2022 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 code(s). An Coimisiún is also 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 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.
- (3) Pursuant to section 27(1)(l) of the OSA the eSafety Commissioner may consult and cooperate with other persons, organisations and governments on online safety for Australians. Additionally, sections 212(1)(h)-(i) permit the eSafety Commissioner to disclose information to an authority of a foreign country that is responsible for regulating or enforcing laws concerning online safety, material and services, if the Commissioner is satisfied that the information will enable or assist the authority to perform or exercise any of the authority’s functions or powers.
- (4) The eSafety Commissioner and An Coimisiún, (each a “**Participant**” and together, “**the Participants**”), intend to collaborate in accordance with their respective statutory functions and with the objectives set out in this Memorandum of Understanding to increase expertise in the area of digital regulation and online safety through exchange of information

---

<sup>1</sup> s 27.

on areas of common interest; matters relating to the enforcement and implementation of their respective online safety regulation in instances where the Participants are the designated regulators (“**Areas of Common Interest**”). Areas of common interest for the purpose of this Memorandum of Understanding are those detailed at Section 2.

## **Section 1: Objectives**

- 1.1 The Participants recognise the benefit of setting out a shared understanding for their ongoing relationship in this Memorandum of Understanding.
- 1.2 The purpose of this Memorandum of Understanding is to establish a framework to cooperate through information exchange, to the extent permitted by law and in line with each Participants’ statutory functions, in particular in areas related to the Areas of Common Interest listed at Section 2.
- 1.3 This Memorandum of Understanding should support the Participants’ implementation, compliance, enforcement and continuous improvement efforts under their respective legal frameworks. The specific objective of this Memorandum of Understanding is to facilitate the exchange of information, data, good practices, methodologies, and of information about technical systems and tools, with the purpose of supporting regulatory and supervisory efforts.
- 1.4 Neither Participant will use any information disclosed under this Memorandum of Understanding for any purpose other than the purpose of performing its statutory functions.
- 1.5 Any co-operation and engagement between the Participants shall be subject to the priorities and available resources of each of the Participants and will be consistent with all applicable legal requirements.
- 1.6 The Participants accept that this Memorandum of Understanding does not concern the exchange of confidential information, as may be defined in legislation or elsewhere, including in relation to regulated entities.
- 1.7 Each of the Participants acknowledge that, notwithstanding any other provision of this Memorandum of Understanding, it will only disclose information to the other Participant in accordance with this Memorandum if permitted or required to do so, or not prevented from doing so, under any applicable laws.

## **Section 2: Areas of Common Interest**

- 2.1 To pursue the objectives listed under Section 1, the Participants intend to cooperate on the following specific areas of common interest:

- a) Implementing a regulatory framework for online safety;
- b) The supervision and enforcement of the regulatory framework for online safety;
- c) Promoting awareness of, and ensuring compliance with, relevant provisions of the regulatory framework for online safety; and
- d) Developing policies and activities related to online safety education and user empowerment in relation to online safety.

### **Section 3: Modes of cooperation**

- 3.1 The Participants intend to inform each other about the developments in the areas covered by this Memorandum of Understanding.
- 3.2 Each Participant intends to share with each other, subject to Clause 1.6 and in compliance with any applicable law, including, for the avoidance of doubt, Regulation (EU) 2016/679 (General Data Protection Regulation) and the Data Protection Act 2018 (Ireland), information that may be of relevance to the other Participant, and that falls within the scope covered by this Memorandum of Understanding.
- 3.3 The Participants intend to carry out such cooperation through avenues including:
  - a) Without prejudice to the Participants' statutory, confidentiality and data protection obligations, sharing with each other research, reports or any other general information that falls within the scope of this Memorandum of Understanding.
  - b) Without prejudice to the Participants' statutory, confidentiality and data protection obligations, asking each other for specific information within the scope of this Memorandum of Understanding. If, for any reason, the receiving Participant is not able to fulfil the request, for instance as regards An Coimisiún because its supervisory tasks prevent it from sharing the information, the receiving Participant should inform the other Participant about this as soon as possible, and, if the information can be provided at a later stage, inform the other Participant when it is expected to be provided;
  - c) Organisation of joint workshops for knowledge exchange;
  - d) Exchange of methodological approaches and best practices;
  - e) Exchange of information on existing technical systems and tools, developed by one Participant that may be of interest to the other Participant;
  - f) Joint public communication; and/or
  - g) Any other activities that may be of interest for both Participants while pursuing the objectives of online safety.

### **Section 4: Point of contact**

- 4.1 The Participants intend to each designate one person to serve as its point of contact to facilitate the implementation of this Memorandum of Understanding. The points of contact may delegate their tasks.

- 4.2 The points of contact for each of the Participants should be:
- For the eSafety Commissioner: Executive Manager of Strategy, Engagement and Research
  - For Coimisiún na Meán: Director International Affairs
- 4.3 The Participants are expected to address all written communications in connection with this Memorandum of Understanding to the respective point of contact or to the respective delegates.
- 4.4 Each Participant is expected to notify the other Participant in writing of any changes concerning relevant administrative details, including its point of contact.

### **Section 5: Legal effect**

- 5.1 This Memorandum of Understanding is not intended to create any rights or obligations under international or domestic law.

### **Section 6: Funds and resources**

- 6.1 This Memorandum of Understanding does not have any financial implication for either Participant and is not intended to constitute a basis for any funding of one Participant by the other and vice versa. Each Participant is expected to bear its own expenses incurred in relation to this Memorandum of Understanding, subject to the availability of appropriations.

### **Section 7: Confidentiality**

- 7.1 The Participants are expected to treat as confidential any information, data, documents or other material (in any form) relating to the activities under this Memorandum of Understanding supplied by the other Participant, including information given orally, subject to and in accordance with any law that may be applicable to such information, data, documents or other material.
- 7.2 Without prejudice to any obligations under Regulation (EU) 2016/679 (General Data Protection Regulation), the Data Protection Act 2018 (Ireland), the Freedom of Information Act 2014 (Ireland) or any other statutory obligations that either Participant may be subject to, neither Participant will disclose any information received under this Memorandum of Understanding to any third party without first obtaining the consent of the Participant that provided such information, unless disclosure is required by law. If disclosure of information received under this Memorandum of Understanding is required by law, the disclosing Participant will notify the other Participant in advance of such disclosure.

7.3 Each Participant is responsible for the secure and appropriate storage of any data shared pursuant to this Memorandum of Understanding.

**Section 8: Duration, Modification, Disputes and Termination**

8.1 This Memorandum of Understanding is to be operational from the date of its signature, unless one Participant discontinues its participation in it at an earlier point in time giving one-month written notice to the other Participant. This Memorandum of Understanding may be modified at any time by the Participants if jointly decided by them in writing.

8.2 Any disputes about the interpretation or application of the Memorandum will be resolved by consultations between the Participants, and will not be referred to any national or international tribunal or third party for settlement.

Signed in two originals in the English language.

Date
Julie Inman Grant
eSafety Commissioner

Date
Niamh Hodnett
Online Safety Commissioner