



FRAMEWORK FOR PRACTICAL COOPERATION

Between the

AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY

and the

UNITED KINGDOM OFFICE OF COMMUNICATIONS

on

COOPERATION IN THE ENFORCEMENT OF LAWS ON

CERTAIN UNLAWFUL COMMUNICATIONS AND

RELATED ENFORCEMENT PRIORITIES

The Australian Communications and Media Authority (“ACMA”) and the United Kingdom Office of Communications (“Ofcom”) (collectively “the Participants”):

CONSIDERING that today’s digital age means consumers rely on telecommunications carriers and complex networks that expand beyond traditional nation-state borders; and there is a resulting need for increased cross-border enforcement cooperation among international partners to protect these consumers;

CONSIDERING that the OECD Recommendation on Cross-Border Co-operation in the Enforcement of Laws Protecting Privacy, the Global Privacy Enforcement Network’s Action Plan, the International Enforcement Coordination Framework of the Global Privacy Assembly, and the APEC Privacy Framework call for the development of cross-border information sharing mechanisms and enforcement cooperation arrangements; and that such information sharing and enforcement cooperation are essential elements to ensure privacy, data protection compliance, and cybersecurity, serving a substantial public interest;

CONSIDERING that the *Australian Communications and Media Authority Act 2005* and other Applicable Law authorises the ACMA to disclose information to an institution of the government of a foreign state in specified circumstances and under certain conditions and to liaise with regulatory bodies overseas about co-operative arrangements for the prohibition or regulation of unsolicited commercial electronic messages (including scams), address harvesting software, unsolicited commercial calls (including scams) and unsolicited commercial faxes; and

CONSIDERING that the UK *Communications Act 2003*, as amended, and other Applicable Law authorise Ofcom to disclose information in specific circumstances and under certain conditions,

HAVE DECIDED ON THE FOLLOWING FRAMEWORK WHICH MAY FACILITATE INCREASED CROSS-BORDER COOPERATION:

I. Definitions

For the purposes of this Framework:

- A. “Applicable Law” means for the specified Participant the laws and regulations identified in Annex 1 of this Framework and such other laws or regulations as the Participants may from time to time jointly decide in writing to be an Applicable Law for the purposes of this Framework.

- B. “Confidential Information” means any non-public information, including information subject to obligations regarding confidentiality or privacy, including information that is sensitive for national security reasons, personally identifiable information, and confidential commercial or financial information, including such information about third parties.
- C. “Covered Violation” means conduct that would, based on available information, 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.
- D. “Enforcement Activities” means any work conducted by either Participant with respect to enforcement of its Applicable Laws, including: research, investigations, and proceedings.
- E. “Framework” means the Framework for Practical Cooperation between the Australian Communications and Media Authority and the Office of Communications in the United Kingdom on Cooperation in the Enforcement of Laws on Certain Unlawful Communications and Related Enforcement Priorities.
- F. “Person” means any natural person or legal entity, including any corporation, unincorporated association, or partnership, a statutory authority or instrumentality of a government, existing under the laws of Australia or the laws of the United Kingdom.
- G. “Request” means a written request for assistance under this Framework.
- H. “Requested Participant” means the Participant from which assistance is sought under this Framework, or which has provided such assistance.
- I. “Requesting Participant” means the Participant seeking or receiving assistance under this Framework.
- J. “Unlawful Communications” means any communications delivered via electronic means that are or appear to be contrary to the Applicable Laws, including scam communications.

II. Objectives and scope

- A. This Framework sets forth the Participants’ intent regarding mutual assistance and the exchange of information for the purpose of enforcing and securing compliance with Applicable Laws specifically in relation to Unlawful Communications, as well as the exchange of knowledge and expertise on regulatory policies and technical efforts to address matters related to Unlawful Communications.
- B. This Framework should not be interpreted as committing either Participant to disclose information in circumstances where doing so would breach its statutory, regulatory or other legal responsibilities. In

particular, each Participant understands that it is required to ensure that any disclosure of Confidential Information, including personally identifiable information, pursuant to this Framework fully complies with its Applicable Laws. This Framework sets out the potential legal basis for information sharing, but each Participant should determine for itself that any proposed disclosure is compliant with its applicable domestic law.

C. The Participants understand that it is in their common interest to:

1. cooperate with respect to the enforcement of the Applicable Laws, including the sharing of complaints and other relevant information, as permitted by the laws applicable to each Participant, and providing investigative assistance related to Covered Violations;
2. facilitate research and education related to Enforcement Activities and other priorities the Participants may identify;
3. promote a better understanding by each Participant of economic and legal conditions and theories relevant to the enforcement of the Applicable Laws of the other Participant;
4. facilitate the mutual exchange of information (as permitted by the laws applicable to each Participant), knowledge and expertise through bilateral meetings, digital videoconferences (DVCs), training programs and staff exchanges, where opportunities may arise and priorities permit; and
5. inform each other of developments in their respective countries that relate to this Framework in a timely fashion.

D. In furtherance of these common interests, and subject to Section III, the Participants intend to use their best efforts to:

1. disclose information relevant to Enforcement Activities related to Covered Violations of the Applicable Laws of a Participant's country, including Confidential Information, upon request, when permitted by the laws applicable to each Participant and under conditions considered appropriate by the Requested Participant;
2. provide investigative assistance in appropriate cases in accordance with the laws respectively applicable to each Participant;
3. provide other relevant information about matters within the scope of this Framework, such as regulatory information, technical and policy developments, information relevant to consumer and business education, self-regulatory solutions, amendments to relevant legislation, and staffing and other resource issues;

4. explore the feasibility of staff exchanges and joint training programs;
5. coordinate enforcement against cross-border Covered Violations that are a priority for both Participants;
6. collaborate on initiatives to promote regulatory, policy, technical and commercially viable solutions in relation to Enforcement Activities and other priorities the Participants may identify;
7. participate in periodic teleconferences to discuss ongoing and future opportunities for cooperation;
8. provide other appropriate assistance that would aid in compliance activities and/or investigations and enforcement actions related to Covered Violations; and
9. jointly explore opportunities for senior strategic engagement to facilitate a shared cross-jurisdictional approach and understanding to deal with relevant regulatory issues and consumer protections.

III. Procedures Relating to Mutual Assistance

- A. Each Participant intends to designate a primary contact for the purposes of requests for assistance and other communications under this Framework. Notices of these designations and any subsequent changes should be sent to Ofcom in care of the relevant contact person as nominated by each Participant.
- B. If a Participant makes a Request relating to investigations or enforcement actions in relation to Covered Violations, the Participants understand that Requests for assistance should include sufficient information to enable the Requested Participant to determine whether a request relates to a Covered Violation and to take action in appropriate circumstances.
 1. Such information should include:
 - a. a description of the facts underlying the Request (including the conduct or suspected conduct which gives rise to the Request) 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;
 - b. the purpose for which the information requested is intended to be used (identifying the provisions of any relevant law or other legal basis for the Requesting Participant seeking the information and the relevant regulatory functions to which the Request relates); and

- c. the suggested time period for reply and, if the Request is urgent, the reasons for the urgency.
2. In urgent cases, a Request for assistance may be made orally provided that the oral request contains the information set out in clause B.1 of this Section to be followed by a written Request containing all the information specified in clause B.1 within 7 days, if possible.
3. Consistent with other provisions of this Framework, and unless the Participants reach a different understanding in writing, a Request should include an affirmation by the Requesting Participant concerning the need to maintain confidentiality of: each Request; the existence of any investigation related to the Request; all materials related to each Request; and all the information and material provided in response to each Request. When receiving the Request, the Requested Participant should also provide an affirmation of the same understanding.
4. Prior to requesting assistance, Participants should perform a preliminary inquiry to ensure that the request is consistent with the scope of this Framework and does not impose an excessive burden on the Requested Participant.
5. Participants intend to communicate and cooperate with each other, as appropriate, about matters that may assist ongoing investigations.
6. The Participants should notify each other without delay, if they become aware that information shared under this Framework is not accurate, complete, and up-to-date.
7. Subject to Section IV, each Participant may, as appropriate and subject to its respective Applicable Laws, refer complaints to the other Participant, or provide the other Participant notice of possible Covered Violations of the Applicable Laws of the other Participant's country.

IV. Limitations on Assistance

- A. The Participants understand that a Requested Participant may exercise its discretion to decline the request for assistance, or limit or condition its cooperation. In deciding whether to decline a Request, the Requested Participant should take into account relevant considerations, including whether it is outside the scope of this Framework or whether the provision of the information, documents, or assistance would or may:
 1. be inconsistent with the national or public interest of, or with the laws applicable to, the Requested Participant, including relevant privacy or data protection laws;

2. be beyond the statutory powers of the Requested Participant or involve dealing with the administration of a law that has no parallel with its jurisdiction;
 3. put the Requested Participant in breach, or at risk of being in breach, of a legal or equitable duty owed to any Person (particularly in relation to the treatment of Confidential Information and personal information, or an obligation to afford procedural fairness);
 4. expose the Requested Participant to the threat of legal proceedings;
 5. expose Confidential Information to risk of breach or further access or disclosure, including due to inadequate limitations or assurances regarding, among other things, the administrative, technical, and physical safeguards that the Requesting Party will implement with respect to the information;
 6. place a strain on the Requested Participant's resources or substantially or unreasonably divert its resources; or
 7. impact adversely on any enforcement or compliance action being taken or contemplated by the Requested Participant.
- B. The Participants understand that it is not feasible for a Participant to offer assistance to the other Participant under this Framework for every Covered Violation. Accordingly, the Participants intend to use best efforts to seek and provide cooperation focusing on those Covered Violations that are most serious in nature, such as those that cause or are likely to cause injury or harm to a significant number of persons, and those otherwise causing substantial injury or harm.
- C. The Requesting Participant may request the reasons for which the Requested Participant declined or limited assistance.
- D. The Participants intend to share Confidential Information in response to a Request pursuant to this Framework only to the extent that it is necessary to fulfil the objectives set forth in Section II of this Framework, and in a manner consistent with Section V of this Framework.
- E. Where the Requested Participant, as a consequence of applicable law, requires the consent of a Person or is required to notify a Person of the Request before it is able to respond to the Request, the Requested Participant understands that it should advise the Requesting Participant of this notification before contacting that Person.
- F. The Requested Participant may provide information, documents or assistance to the Requesting Participant subject to any conditions that the Requested Participant considers appropriate, including restrictions or limitations as to the processing, use, maintenance, access, storage, disclosure, or disposal

of the requested information or documents. Where the Requested Participant seeks to impose a condition, it should advise the Requesting Participant in writing of that condition prior to providing the information, documents or assistance.

V. Confidentiality, Privacy, and Limitations on the Use of Information Received Under this Framework

- A. Subject to this Section, each Participant understands that the information received under this Framework, the existence of the investigation to which the information relates, and any requests made pursuant to this Framework are confidential and should not be further disclosed or used for purposes other than those for which it was originally shared, without the prior written approval of the other Participant.
- B. The Participants should respect the laws, regulations, and other legal requirements respectively governing them, including the Applicable Laws; laws and regulations regarding maintaining prescribed documentation and policies; and any governance rules in particular relating to security and retention, and should process personal data in accordance with the legal rights of individuals.
- C. It is the Participants' shared understanding that the Requested Party may decline any request for Confidential Information based on the Requesting Party's failure to accept the Requested Party's specified breach notification policies and procedures. In the event of any suspected or confirmed unauthorised access or disclosure of Confidential Information provided by one Participant under this Framework, the other Participant intends to take all reasonable steps to remedy the unauthorised access or disclosure and to prevent a recurrence of the event. The Participant discovering the suspected or confirmed unauthorised access or disclosure intends to promptly notify the other Participant of the occurrence.
- D. The Participants recognise that material exchanged in connection with investigations and Enforcement Activities often contains Confidential Information. Where information that is subject to a duty of confidentiality is shared between the Participants, it should be marked with the appropriate security classification. The Participants intend to take necessary protective measures to safely transmit and safeguard as confidential materials containing Confidential Information. Appropriate protective measures under this paragraph include, but are not limited to, the following examples and their reasonable equivalents, whether used separately or combined, as appropriate to the circumstances:
 - 1. transmitting and maintaining the material in an encrypted format;

2. utilising technologies with event logging and similar features that allow each Participant to track access to Confidential Information;
 3. transmitting the material by a courier with package tracking capabilities;
 4. maintaining the materials in secure, limited access locations (e.g. password protected files for electronic information and locked storage for hard copy information);
 5. if used in a proceeding that may lead to public disclosure, redacting Confidential Information, as required by law, or filing under seal, as consistent with law; and
 6. entering into a separate information sharing arrangement to govern the processing, use, maintenance, access, storage, disclosure, or disposal of information.
- E. Each Participant intends to use best efforts to safeguard the security of any information received under this Framework and respect any safeguards accepted by the Participants by at a minimum, consistent with its applicable law and associated rules and policies:
1. restricting access to such information to its officers, employees, consultants, contractors, and agents who have a need for such information in the performance of their official duties and, with respect to consultants, contractors and agents, restricting access to those who are required by domestic law to keep such information confidential or who have entered into appropriate non-disclosure agreements that cover such information, and informing such persons with access of their responsibilities consistent with this Framework, except as otherwise provided in writing by the other Participant;
 2. applying other appropriate administrative, technical, and physical safeguards to ensure the confidentiality of personally identifiable information and data security and integrity;
 3. following applicable breach notification policies and procedures, or other limitations and conditions imposed by the Requested Participant; and
 4. notifying the other Participant as soon as practically possible in the event of any unauthorised access or disclosure of Confidential Information received under the Framework to the extent permitted by law.
- F. Nothing in this Framework should be construed to reflect a Participant's intent to:
1. withhold information provided pursuant to this Framework in response to a formal demand from that Participant's country's legislative body, regulatory authority, or an order issued from a court

with proper jurisdiction in an action commenced by that Participant or its government, or if disclosure is otherwise required by law in that Participant's country; or

2. prevent material obtained in connection with the investigation or enforcement of criminal laws from being used for the purpose of investigation, prosecution, or prevention of violations of either Participant's country's criminal laws.

Notwithstanding F.1 and F.2 above, a Participant is expected to use its best efforts to preserve the confidentiality of any Confidential Information obtained from the other Participant under this Framework, including by asserting all applicable legal exemptions from disclosure and seeking a protective order where applicable, and, consistent with applicable law and the authority of the country's legislative body, regulatory authority, or courts, is expected to notify the Requested Participant of the formal demand or court order and do so prior to any production or disclosure of Confidential Information.

- G. Each Participant intends to oppose, to the fullest extent possible and to the extent consistent with its country's laws, regulations and policies, any application by a third party for disclosure of Confidential Information or confidential materials received from the other Participant under this Framework, unless the other Participant approves its release. The Participant that receives such an application should notify forthwith the Participant that provided it with the Confidential Information to the extent consistent with applicable law.

VI. Changes in Applicable Laws

In the event of significant modification to the Applicable Laws of a Participant's country, the Participants intend to use best efforts to consult promptly, and, if possible, prior to the effective date of the enactment of such modifications, to determine whether to modify this Framework.

VII. Retention of Information

- A. The Participants do not intend to retain materials obtained from the other Participant under this Framework for longer than is reasonably needed to fulfill the purpose for which they were shared or than is required by the relevant Participant's country's laws.
- B. The Participants understand that in order to fulfil the objectives set forth in Section II, the Participants typically need to retain the shared materials until the conclusion of the pertinent investigation for which the materials were requested and any related proceedings.

VIII. Costs

This Framework should not be construed to obligate the provision of funds for any particular expenditure and or to authorise the transfer of funds or resources from one Participant to the other. If either Participant provides goods or services to the other Participant, the Participants intend to address in a separate arrangement any financial terms applicable to the provision of such goods or services. Any such separate arrangement should be executed by the Participants before the provision of such goods or services and should include the signature of officials with authority to obligate funds, and is subject to the availability of funds.

IX. Duration of Cooperation

- A. Cooperation under this Framework is expected to commence as of the date of its signing.
- B. The assistance provided under this Framework may address Covered Violations occurring before cooperation under this Framework commences.
- C. This Framework may be discontinued at any time by either Participant, but a Participant should endeavour to provide 30 days written notice of such discontinuance and use their best efforts to consult with the other Participant prior to providing such notice.
- D. The Participants intend to review this Framework periodically and in any event every two years to consult for the purpose of reviewing this Framework at a time mutually decided by both Participants.
- E. Upon the discontinuation of this Framework, each Participant is expected to maintain the confidentiality of any information communicated to it by the other Participant under this Framework, and return or destroy, consistent with this Framework and, to the extent consistent with applicable law, any methods prescribed by the other Participant, information obtained from the other Participant consistent with this Framework and, to the extent consistent with applicable law, as contemplated by the other Participant's country's laws or any conditions imposed by the Requested Participant.
- F. This Framework may be modified by mutual decision of the Participants. Any modifications should be in writing and signed by the appropriate officers of the Participants.

X. Legal Effect

- A. This Framework is a statement of intent that does not give rise to any rights or obligations under international or domestic law. The Participants have determined that they do not anticipate exchanging sufficient quantities of personal data to warrant entering into a separate data sharing arrangement, but this should be kept under review. Nothing in this Framework is intended to:

1. prevent a Participant from seeking assistance from or providing assistance to the other Participant pursuant to other agreements, arrangements or practices;
2. affect any ability 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;
3. create a commitment that conflicts with or would be inconsistent with either Participant's national laws, court orders, regulations and policies, or any applicable international commitments;
4. create expectations of cooperation that would exceed a Participant's jurisdiction; or
5. affect a Participant's ability to comply with applicable international law or applicable domestic laws or regulations.

XI. Consultations

The Participants intend to address any issues that may arise under this Framework through amicable consultations by the contacts referred to in Section III.A and, failing resolution in a reasonably timely manner, by discussion between appropriate senior officials designated by the Participants.

Signed, in the English language:



Ms. Nerida O'Loughlin PSM
Chair
Australian Communications and Media
Authority

Date: 31 October 2024
Place: Melbourne, Australia



Dame Melanie Dawes
Chief Executive
Office of Communications

Date: 11 November 2024
Place: London, UK

Annex 1

Applicable Laws (as they have been or may be amended in the future)

I. Australian Communications and Media Authority:

- a. Do Not Call Register Act 2006*
- b. Spam Act 2003*
- c. Telecommunications Act 1997.*

II. Office of Communications:

- a. Communications Act 2003*
- b. Data Protection Act 2018*
- c. UK General Data Protection Regulations*
- d. Freedom of Information Act 2000*
- e. Online Safety Act 2023*