

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL PRIVACY COMMISSION OF THE REPUBLIC OF THE PHILIPPINES
AND
THE ISRAELI PRIVACY PROTECTION AUTHORITY
ON THE JOINT ADVANCEMENT OF PERSONAL DATA PROTECTION
AND CROSS-BORDER ENFORCEMENT

The National Privacy Commission of the Republic of the Philippines, (hereinafter referred to as “NPC”), and the Israeli Privacy Protection Authority, (hereinafter referred to as “PPA”), hereinafter referred to individually as the “**Participant**” and collectively as the “**Participants**”;

Recognising the increasingly international and cross-border nature of data flow, wish to facilitate the development of broader and closer cooperation between them in a mutually beneficial manner;

Recognising the need to foster harmonization and collaboration in advancing personal data protection, and acknowledging their respective responsibilities and duties for protecting personal information within their own jurisdictions;

Reaffirming their intent to deepen their existing relations and to promote exchanges in professional knowledge regarding personal data protection to engender trust.

HAVE REACHED the following understanding:

PARAGRAPH 1
SCOPE OF COLLABORATION

This Memorandum of Understanding (hereinafter referred to as the “MOU”) aims to establish the framework for promoting collaboration and cooperation between the **Participants** in personal data protection, which will be carried out in accordance with and subject to each **Participant’s** respective domestic laws, regulations and competence.

For this purpose, the **Participants** may jointly identify one or more areas or initiatives for cooperation, which may include but not limited to:

- a. Mutual understanding of the legislative, procedural, and information technology frameworks in each respective jurisdictions in the area of data and privacy protection;
- b. Knowledge sharing, training, and education on current and emerging data privacy and protection issues and trends;
- c. Mutual assistance in welcoming official delegations from the other jurisdiction with an interest in a **Participant’s** operations and functions;

- d. Developing and sharing of best practices to assist each **Participant** to continuously improve the efficiency and effectiveness of the delivery of their functions;
- e. The exchange of views between the **Participants** about matters of common interest, such as the development of international standards that affect data protection;
- f. Any other areas of cooperation within their respective mandates as mutually decided upon by the **Participants**.

PARAGRAPH 2 OFFICIAL COMMUNICATION

Communication given or made under this MOU may take the form of oral dialogue in meetings or by telephone, video conference, letters, e-mails or other written documents, as agreed upon by the **Participants**.

PARAGRAPH 3 INTELLECTUAL PROPERTY RIGHTS

1. Any title, interest or right from works, projects, or outputs developed through the collective effort of the **Participants** and within the framework of this MOU shall be the property of both **Participants**, unless otherwise agreed in writing.
2. The **Participants** may not use the name, trademarks, or logos of the other **Participant** without prior written consent.

PARAGRAPH 4 FINANCIAL ARRANGEMENTS

All activities arising from this MOU will be subject to the availability of resources of each **Participant**. Any cost incurred by them in connection with the performance of their roles under this MOU will be borne by each **Participant** individually, unless otherwise mutually decided upon in writing by the **Participants**.

PARAGRAPH 5 DATA PRIVACY AND CONFIDENTIALITY

In the execution of this MOU and any other arrangements entered into pursuant thereto:

1. It shall be understood that the term "*confidential information*" or "*confidential document*" shall include any information or document expressly designated as such by the **Participant** who owns it.
2. Each **Participant** shall be responsible for the proper classification of their respective information or document in accordance with their laws.

3. The **Participants** shall implement appropriate security measures to protect all shared information at all times, whether at rest or in transit, in accordance with the sensitivity and classification of the information as determined by the originating **Participant**.
4. The **Participants** shall maintain their duty of confidentiality even after the termination of this MOU.

PARAGRAPH 6 EFFECTIVITY, AMENDMENT, AND TERMINATION

1. This MOU shall take effect on the date of signature and will remain effective unless either **Participant** chooses to terminate this MOU by submitting a written notice to the other **Participant**, through diplomatic channels, three (3) months prior the intended termination date.
2. This MOU cannot, and is not intended to, modify or supersede any law or regulation. It does not impose any legally binding obligation on either **Participant** nor does it confer any right on a third party.
3. Either **Participant** may request in writing a revision or amendment of any provision of this MOU, through diplomatic channels. Any revision or amendment that has been mutually decided upon in writing by the **Participants** shall take effect on such date as may be mutually decided upon by the **Participants**.
4. The **Participants** will monitor the implementation of this MOU and conduct periodic reviews.

PARAGRAPH 7 LEGAL STATUS

The **Participants** acknowledge and agree that PPA and NPC are independent and distinct entities. As such, nothing in this MOU shall be construed as establishing or implying a partnership, joint venture, agency, or other legal relationship between the **Participants**. This MOU neither creates nor is intended to create any legally enforceable rights or binding obligations on either **Participant**. The employees, personnel, representatives, contractors, and affiliates of either **Participant** shall not be considered employees, personnel, representatives, contractors, or affiliates of the other **Participant**.

PARAGRAPH 8 PUBLICATION

Participants may publish a copy of this MOU on their respective websites and social media platforms, and shall coordinate with each other for any press release and statements.

PARAGRAPH 9 DESIGNATED CONTACT POINTS

1. The following persons shall be the designated contact points of the **Participants** for matters under this MOU:

National Privacy Commission	Israeli Privacy Protection Authority
Name: Kristine Mae T. Martinez Designation: Executive Assistant V Email Address: kristine.martirez@privacy.gov.ph	Gilad Semama Head of the Israeli Privacy Protection Authority Email Address: giladse@justice.gov.il Sharon Shemesh Azarya Head of International Relations in the Israeli Privacy Protection Authority Email Address: sharonaz@justice.gov.il

2. The above individuals shall maintain an open dialogue between each other in order to ensure that the MOU remains effective and fit for purpose. They will also seek to identify any difficulties in the working relationship, and proactively seek to minimise the same.
3. Either **Participant** may change its designated contact point for the purposes of this MOU upon written notice to the other **Participant** within a reasonable period.

Signatories

For the National Privacy Commission of the Republic of the Philippines	For the Israeli Privacy Protection Authority
Signature Name: Atty. John Henry Du Naga Designation: Privacy Commissioner	Signature Name: Gilad Semama Designation: Head of the Israeli Privacy Protection Authority