



## MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AUSTRALIAN COMMUNICATIONS AND MEDIA  
AUTHORITY

AND

COMMISSION FOR COMMUNICATIONS REGULATION

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## A. Preliminary

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### 1. Background

- 1.1 The Australian Communications and Media Authority (“the ACMA”) is a statutory agency established by section 6 of the *Australian Communications and Media Authority Act 2005*. The ACMA regulates broadcasting and datacasting services, radiocommunications, telecommunications and internet content in Australia.
- 1.2 The ACMA is responsible for:
- regulating telecommunications in accordance with the *Telecommunications Act 1997* and the *Telecommunications (Consumer Protection and Service Standards) Act 1999*;
  - managing the radiofrequency spectrum in accordance with the *Radiocommunications Act 1992*;
  - regulating broadcasting services, internet content and datacasting services in accordance with the *Broadcasting Services Act 1992*;
  - allocating, renewing, suspending and cancelling licences, and taking other enforcement action under the *Broadcasting Services Act 1992*;
  - developing program standards relating to broadcasting in Australia and monitoring compliance with those standards under the *Broadcasting Services Act 1992*;
  - monitoring and investigating complaints about broadcasting services (including national broadcasting services) and datacasting services under the *Broadcasting Services Act 1992*;
  - regulating and taking enforcement action in relation to commercial electronic messages under the *Spam Act 2003*; and
  - regulating telemarketing within the meaning of, and in accordance with, the *Do Not Call Register Act 2006*.
- 1.3 The Commission for Communications Regulation (“ComReg”) is the statutory body in Ireland responsible for the regulation of the electronic communications sector (including telecommunications, radio communications, broadcasting transmission and premium rate services) and the postal sector.
- 1.4 ComReg is responsible for:
- in relation to the provision of electronic communications networks, electronic communications services and associated facilities, promoting the interests of users within the community in accordance with section 12(1)(a)(iii) of the *Communications Regulation Act of 2002*, as amended (“2002 Act”);
  - managing the national numbering resource in accordance with section 10(1)(b) of the 2002 Act;
  - ensuring the efficient management and use of numbers from the national numbering scheme in accordance with section 12(1)(b) of the 2002 Act;

- maintaining the security of networks and services, and ensuring a high and common level of protection for end-users through the necessary sector-specific rules in accordance with Regulation 4(3) of the *European Union (Electronic Communications Code) Regulations 2022*;
- undertaking powers relating to security of networks and services in accordance with Part 2 of the *Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023*;
- requiring providers of public electronic communications networks or publicly available electronic communications services to block access to numbers or services where this is justified by reason of fraud or misuse in accordance with Regulation 83(2) of the *European Union (Electronic Communications Code) Regulations 2022*; and
- in carrying out its functions, having regard to international developments in electronic communications networks and electronic communications services, associated facilities, postal services, the radio frequency spectrum and numbering in accordance with section 12(5) of the 2002 Act.

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## 2. Definitions

- 2.1 In this Memorandum, unless the context otherwise requires, the following words have the following meanings:
- (a) **Agency** means either the ACMA or ComReg as the context allows, and Agencies shall be construed accordingly;
  - (b) **confidential information** means information held by an Agency in circumstances where the Agency is subject to a duty of confidence, whether arising by the application of statute, common law or equity;
  - (c) **Memorandum** means this Memorandum of Understanding;
  - (d) **Unlawful communications** means, for the purposes of Irish law, unlawful, unwanted, unsolicited communications generally directed at large groups of the population, often with the intent to mislead the receiver, so that they unknowingly provide sensitive personal information which can in turn enable misuse and the threats that they pose to consumers and their confidence in crucial communications systems;
  - (e) **person** includes an individual, a natural person, a body corporate, an unincorporated association, a partnership, a government or political subdivision, a statutory authority or instrumentality of a government;
  - (f) **personal information** means personal information as that term is defined by the Privacy Act 1988 (Cth), the Data Protection Act 2018, as amended, or Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the General Data Protection Regulation);

- (g) **Requested Agency** means the Agency to which a request has been made under this Memorandum; and
- (h) **Requesting Agency** means the Agency making a request under this Memorandum.

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### **3. Purpose and Scope**

- 3.1 The purpose of this Memorandum is to assist each Agency in the sharing of information relevant to each Agency's work to combat scams and unlawful communications.
- 3.2 This Memorandum establishes the framework to facilitate the exchange of information between the Agencies while recognising the legal, policy and administrative limits on the powers of each Agency to exchange such information.
- 3.3 This Memorandum also aims to facilitate contact between the Agencies and with other bodies that may assist an Agency in performing its functions.

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## **B. Provision of information and documents**

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### **4. Statement of Intent**

- 4.1 This Memorandum is a voluntary statement of the intent of the Agencies to cooperate with and assist each other, and accordingly does not create any enforceable rights or impose any legally binding obligations on either Agency.
- 4.2 This Memorandum does not modify or supersede any laws in force applying to either Agency.
- 4.3 This Memorandum does not affect the right or ability of either Agency to obtain information from any person in connection with the powers and functions of either Agency.

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### **5. Requests for information or documents**

- 5.1 The Agencies will use their best endeavours to comply with the terms of this Memorandum.
- 5.2 Either Agency may, in accordance with this Memorandum, request information or documents from the other Agency relevant to the Requesting Agency's powers and functions.
- 5.3 The Requested Agency may, in the exercise of its discretion, decline a request, in whole or in part.

- 5.4 In deciding whether to accept or decline a request the Requested Agency will take into account whether:
- (a) the request was made in accordance with this Memorandum, in particular clause 6; and
  - (b) the provision of the information or documents would or may:
    - (i) be contrary to the national or public interest, or to the law;
    - (ii) be beyond the statutory powers of the Requested Agency;
    - (iii) involve dealing with the administration of a law, regulation or requirement that does not exist, and has no parallel within the jurisdiction of the Requested Agency;
    - (iv) put the Requested Agency 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);
    - (v) expose the Requested Agency to the threat of legal proceedings; or
    - (vi) place a strain on the Requested Agency's resources, or substantially or unreasonably divert its resources.
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## **6. Procedure for requests for information or documents**

- 6.1 An Agency may request information or documents from the other Agency in the manner specified in this Memorandum.
- 6.2 Subject to clause 6.4, all requests for information or documents must be made in writing.
- 6.3 Requests should specify details of:
- (a) the information or documents required;
  - (b) the purpose for which the information or documents is sought (identifying the provisions of any relevant law or other legal basis for the Requesting Agency seeking the information);
  - (c) to whom, if anyone, the documents and information provided may be disclosed or released by the Requesting Agency (specifying the reasons and legal basis for the on-disclosure);
  - (d) any information in the possession of the Requesting Agency that may assist the Requested Agency in identifying persons who may be adversely affected by the disclosure; and

- (e) the suggested time period for reply and, if the request is urgent, the reasons for the urgency.
- 6.4 In urgent cases, a request for information or documents may be made orally provided that the request contains the information set out in clause 6.3 to be followed by a written request containing all the required information within seven (7) days.

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## **7. Procedure for provision of information or documents**

- 7.1 The Requested Agency will consider each request on a case-by-case basis to determine whether the Requested Agency is able to provide the information or documents requested under this Memorandum.
- 7.2 The Requested Agency will use its best endeavours to advise the Requesting Agency within three (3) days of receipt of the request whether it will accept or decline the request and, if accepted, a time frame for responding to the request.
- 7.3 Where the Requested Agency requires the consent of a person, or is required to advise a person of the request before it is able to comply with the request, the Requested Agency will advise the Requesting Agency of this fact before contacting that person.
- 7.4 The Requested Agency may provide information or documents to the Requesting Agency subject to any conditions that the Requested Agency considers appropriate, including:
- (a) written restrictions or limitations as to the use, access or storage of the requested information or documents;
  - (b) confidentiality requirements relating to the information or documents provided; and
  - (c) if the Requested Agency is likely to incur significant costs and expenses in complying with the request, a requirement that the Requesting Agency contribute to the costs and expenses.
- 7.5 Where the Requested Agency seeks to impose a condition, it must advise the Requesting Agency of that condition prior to providing the information or documents. If the Requested Agency seeks to impose a condition of the kind described in clause 7.4(c) it must:
- (a) provide the Requesting Agency with an estimate of costs and expenses; and
  - (b) obtain an agreement from the Requesting Agency as to a contribution to the costs and expenses.

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## **8. Permissible use of information or documents**

- 8.1 The Requesting Agency shall not use any information or documents provided pursuant to this Memorandum for any purpose other than the purposes stated in the request unless:
- (a) it has asked the Requested Agency for its consent to use the information or documents for the other purpose; and
  - (b) the Requested Agency has indicated its consent in writing to such use.
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## **9. Confidentiality of requests and information or documents provided**

- 9.1 The Requested Agency shall endeavour to keep confidential all requests made under this Memorandum, the content of such requests and any other matters arising from consultation about the requests, if requested to do so by the Requesting Agency.
- 9.2 The Requesting Agency shall, subject to legal obligations requiring or authorising the disclosure or production, maintain the confidentiality of the information or documents supplied by the Requested Agency under this Memorandum.
- 9.3 In exchanging confidential information, the Agencies acknowledge the confidentiality requirements of the laws and regulations under which each Agency operates. The Requesting Agency will comply with any confidentiality conditions and will not, subject to clause 9.4, release or disclose information or documents supplied to it under this Memorandum to a third party without the express written consent of the Requested Agency or as specified in the Request.
- 9.4 The Requesting Agency will notify the Requested Agency of any legally enforceable demand for disclosure of confidential information or documents supplied under this Memorandum before complying with the demand and will assert such appropriate legal exemptions or privileges with respect to such information as may be available.
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## **C. Miscellaneous provisions**

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### **10. Contact points**

- 10.1 So far as is practicable, all communications between the Agencies should be between the contact officers as notified by each of the Agencies from time to time.



- 10.2 For the initial three (3) years of this Memorandum, the ACMA contact point shall be Manager, Compliance and Intelligence and the ComReg contact point shall be Senior Manager, Network Trust.
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## **11. Staff exchanges and development**

- 11.1 The Agencies may agree to exchange information on staff training and development procedures.
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## **12. Term of Memorandum**

- 12.1 This Memorandum will be ongoing unless terminated in accordance with Clause 15.
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## **13. Effective date**

- 13.1 This Memorandum will be effective from the date that it is signed by each of the Agencies.
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## **14. Review of Memorandum**

- 14.1 The Agencies will keep the operation of this Memorandum under periodic review and will consult every three (3) years with a view to improving its operation and resolving any matters or differences that may arise as a result of the interpretation, construction or operation of this Memorandum.
- 14.2 The Agencies will consult for the purpose of reviewing this Memorandum at a time mutually agreed between both parties.
- 14.3 Any term of this Memorandum may be amended or waived by the Agencies' mutual consent in writing.
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## **15. Termination of Memorandum**

- 15.1 This Memorandum may be discontinued at any time by either Agency by giving thirty (30) days' written notice to the other Agency.
- 15.2 In the event that this Memorandum is terminated, this Memorandum shall continue to have effect with respect to all requests for information or documents that were made before the date of such notice of termination, and

with respect to the confidentiality of all documents and information supplied under this Memorandum.

**Signed for and on behalf of the  
Australian Communications and Media  
Authority**



Nerida O'Loughlin  
Chair and Agency Head

Date: 15 May 2025

**Signed for and on behalf of  
Commission for Communications  
Regulation**



Garrett Blaney  
Chairperson

Date: 27/03/2025