



MEMORANDUM OF UNDERSTANDING

Between the

UNITED STATES FEDERAL COMMUNICATIONS COMMISSION

and the

INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY OF SINGAPORE

on

**COOPERATION IN THE ENFORCEMENT OF LAWS ON
CERTAIN UNSOLICITED AND UNLAWFUL COMMUNICATIONS**

The United States Federal Communications Commission (“FCC”) and the Info-communications Media Development Authority of Singapore (“IMDA”) (collectively, “the Participants”),

RECOGNIZING the importance of developing a global and coordinated approach to address unsolicited commercial electronic messaging, unsolicited telemarketing, scam telephone calls and scam short message service (“SMS”), unlawful automated or pre-recorded voice message telephone calls and text messages (also known as robocalls or robotexts), and the unlawful use of inaccurate caller identification (also known as caller ID spoofing or overstepping), and the threats that they pose to consumers and their confidence in critical communication systems;

RECOGNIZING that the United States *Communications Act of 1934*, as amended 47 U.S.C. § 151 *et seq.* authorizes the FCC to disclose information to law enforcement or regulatory authorities from other countries under appropriate circumstances; and

RECOGNIZING that the IMDA is established under the *Info-communications Media Development Authority Act 2016* and designated as the Personal Data Protection Commission under the *Personal Data Protection Act 2012*, and is authorised to:

- represent Singapore internationally in matters relating to the information, communications industry and personal data protection; and
- collaborate with other organisations (in or outside Singapore) for the purposes of promoting information and communications services,

HAVE REACHED THE FOLLOWING UNDERSTANDING:

I. Definitions

For the purposes of this Memorandum:

1. “Applicable Laws” means the laws and regulations identified in Annex 1 of this Memorandum 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 Memorandum;
2. “Covered Violation” means practices that would, based on available information, violate or likely violate the Applicable Laws of one Participant’s country and that are substantially similar to practices prohibited by any provision of the Applicable Law of the other Participant’s country;
3. “Confidential Information” means any non-public information possessing the quality of confidentiality and subject to obligations regarding confidentiality or privacy;

4. "Enforcement Activities" means any regulatory work conducted by the Participants in respect of their Applicable Laws, including but not limited to: research, regulatory investigations, and regulatory proceedings;
5. "Person" means a natural person, a body corporate, an unincorporated association, a partnership, a statutory authority or instrumentality of a government, existing under the laws of the United States or the laws of Singapore;
6. "Memorandum" means this Memorandum of Understanding;
7. "Request" means a written request for assistance under this Memorandum;
8. "Requested Participant" means the Participant from which assistance is sought under this Memorandum, or which has provided such assistance; and
9. "Requesting Participant" means the Participant seeking assistance under this Memorandum, or which has received such assistance.

II. Objectives and Scope

1. This Memorandum sets forth the Participants' intent with regard to mutual assistance and the exchange of information for the purpose of enforcing and securing compliance with their respective country's Applicable Laws as well as the exchange of knowledge and expertise on regulatory policies and technical efforts to address unlawful automated telephone calls and inaccurate caller identification.
2. For greater certainty, requests for mutual legal assistance in criminal matters do not fall within the scope of this Memorandum.
3. The Participants understand that it is in their common public interest to:
 - 3.1. as permitted by the laws applicable to each Participant, cooperate with respect to Enforcement Activities related to Covered Violations and providing investigative assistance related to unlawful automated telephone calls and text messages and the unlawful use of inaccurate caller identification;
 - 3.2. facilitate research and education related to unsolicited commercial electronic messaging, unsolicited telemarketing, scam telephone calls and scam SMS, unlawful robocalls and caller ID spoofing or overstepping;
 - 3.3. facilitate 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;

- 3.4. promote a better understanding by each Participant of the economic and legal conditions and theories relevant to the enforcement of the Applicable Laws of the other Participant; and
- 3.5. inform each other of developments in their respective countries that relate to this Memorandum in a timely fashion.

Further to these common interests, and subject to Section III, the Participants intend to use their best efforts to:

- 3.6. disclose information relevant to Enforcement Activities related to Covered Violations of the Applicable Laws of a Participant's country, upon request, when permitted by the laws applicable to each Participant and under conditions considered appropriate by the Requested Participant;
- 3.7. provide investigative assistance in appropriate cases in accordance with the laws respectively applicable to each Participant;
- 3.8. provide other relevant information about matters within the scope of this Memorandum 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;
- 3.9. explore the feasibility of staff exchanges and joint training programs;
- 3.10. coordinate enforcement against cross-border Covered Violations that are a priority for both Participants;
- 3.11. collaborate on initiatives to promote regulatory, policy, technical and commercially viable solutions in relation to unlawful robocalls and caller ID spoofing, unsolicited commercial electronic messaging, unsolicited telemarketing, scam telephone calls and scam SMS;
- 3.12. participate in periodic teleconferences to discuss ongoing and future opportunities for cooperation;
- 3.13. provide other appropriate assistance that would aid in compliance activities and/or investigations and enforcement actions related to Covered Violations; and
- 3.14. 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

1. Each Participant intends to designate a primary contact for the purposes of Requests and other communications under this Memorandum. Notices of these designations and any subsequent changes should be sent to the IMDA in care of the Director responsible for the relevant IMDA functions and to the FCC in care of the Chief of the Enforcement Bureau.

2. If a Participant makes a Request, the Participants understand that:
 - 2.1 Requests 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. Such information should include:
 - a. a description of the facts underlying the Request (including the conduct or suspected conduct which give rise to the Request) and the type of assistance sought;
 - b. an indication of any special precautions that should be taken in the course of fulfilling the Request;
 - c. the purpose for which the information requested would 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
 - d. the suggested time period for reply and, if the Request is urgent, the reasons for the urgency.
 - 2.2 In urgent cases, a request for assistance may be made orally provided that the oral request contains the information set out in clause 2.1 of this Section, and is followed by a Request containing all the required information within 7 days, if possible.
 - 2.3 Consistent with other provisions of this Memorandum, a Request is expected to 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, unless the Participants reach a different understanding in writing. When receiving the Request, the Requested Participant should also provide an affirmation of the same understanding.

IV. Limitations on Assistance

1. The Requested Participant may exercise its discretion to decline a Request for assistance or limit or place conditions on its cooperation. In deciding whether to decline a Request, the Requested Participant may take into account relevant considerations, including but not limited to whether the Request is outside the scope of this Memorandum or, whether the provision of the information, documents or assistance would or may:
 - 1.1 be inconsistent with the national or public interest, or with the laws applicable to the Requested Participant, including relevant privacy or data protection laws;

- 1.2 be beyond the statutory powers of the Requested Participant or involve dealing with the administration of a law that has no parallel within its jurisdiction;
 - 1.3 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);
 - 1.4 expose the Requested Participant to the threat of legal proceedings;
 - 1.5 place a strain on its resources or substantially or unreasonably divert its resources; or
 - 1.6 impact adversely on any enforcement or compliance action being taken or contemplated by the Requested Participant.
2. The Participants recognise that it is not feasible for a Participant to offer assistance to the other Participant 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.
 3. The Requesting Participant may request the reasons for which the Requested Participant declined or limited assistance.
 4. The Participants intend to share Confidential Information in response to a Request pursuant to this Memorandum only to the extent that it is necessary to fulfil the objectives set forth in Section II of this Memorandum, and in a manner consistent with Section V of this Memorandum.
 5. Where the Requested Participant requires the consent of a person or is required to notify a person of the Request before it is able to comply with the Request, the Requested Participant understands that it should advise the Requesting Participant of this notification before contacting that person.
 6. 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 use, 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 Memorandum

1. Subject to this Section, each Participant understands that the information received under this Memorandum, the existence of the investigation to which the information relates, and any Requests made pursuant to this Memorandum 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.

2. The Participants recognise that material exchanged in connection with investigations and Enforcement Activities often contain Confidential Information, including confidential commercial or financial information about third parties. The Participants intend to take necessary protective measures to safely transmit and safeguard as confidential materials containing sensitive commercial or financial 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:
 - 2.1 transmitting the material in an encrypted format;
 - 2.2 utilizing technologies with event logging and similar features that allow each Participant to track access to Confidential Information;
 - 2.3 transmitting the material by a courier with package tracking capabilities;
 - 2.4 maintaining the materials in secure, limited access locations (e.g. password protected files for electronic information and locked storage for hard copy information);
 - 2.5 if used in a proceeding that may lead to public disclosure, redacting confidential personally identifiable information (under the exceptional circumstances that personally identifiable information is exchanged), as required by law, or filing under seal, as consistent with law; and
 - 2.6 entering into a separate information sharing arrangement to govern the use, access, storage, disclosure, or disposal of information.

3. Each Participant intends to use best efforts to safeguard the confidentiality and security of any information received under this Memorandum and respect at a minimum any safeguards decided on by the Participants, consistent with each Participant's respective domestic laws and policies, by:
 - a. 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 law to keep such information confidential or who have entered into appropriate non-disclosure agreements that covers such

information, and informing such persons with access of their responsibilities consistent with the Memorandum except as otherwise provided in writing by the Requested Participant;

- b. applying other appropriate administrative, technical, and physical safeguards to ensure the confidentiality of personally identifiable information (under the exceptional circumstances that personally identifiable information is exchanged), and data security and integrity;
- c. following applicable breach notification policies and procedures, or conditions imposed by the Requested Participant.

4. Subject to the provision of 4.3 below, nothing in this Memorandum should be construed to reflect a Participant's intent to:

4.1 withhold information provided pursuant to this Memorandum 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

4.2 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.

4.3 Notwithstanding 4.1 and 4.2 above, and consistent with applicable laws and the authority of the country's legislative body, regulatory authority, or courts, a Participant is expected to preserve the confidentiality of any Confidential Information obtained from the other Participant to the fullest extent possible, including by asserting all applicable legal exemptions from disclosure and seeking a protective order where applicable, and, is expected to notify the Requested Participant of the formal demand or court order and do so prior to the production or disclosure of an Confidential Information.

5. In the event of any suspected or confirmed unauthorised access or disclosure of Confidential Information provided by a Participant, each 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 unauthorized access or disclosure should promptly notify the other Participant of the occurrence.

6. Each Participant intends to oppose, to the fullest extent possible consistent with their 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 Memorandum, unless the other

Participant approves its release. The Participant that receives such an application is expected to notify forthwith the Participant that provided it with the Confidential Information.

VI. Change in Applicable Laws

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

VII. Retention of Materials

1. Participants do not intend to retain materials obtained from the other Participant through this Memorandum for longer than is reasonably required to fulfill the purpose for which they were shared or than is required by each Participant's own domestic laws.
2. The Participants recognise 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

1. This MOU does not obligate the provision of funds for any particular expenditure and does not authorize the transfer of funds and/or resources from one Participant to the other. If either Participant provides goods and/or services to the other Participant, the Participants intend to negotiate a separate arrangement to address any financial terms applicable to the provision of such goods or services. Any such separate arrangement will be executed by the Participants before the period of performance commences and will include the signature of officials with authority to obligate funds, and is subject to the availability of funds.

IX. Duration of Cooperation

1. Cooperation under this Memorandum is expected to commence as of the date of its signing.
2. The assistance provided under this Memorandum may be extended to address Covered Violations occurring before this Memorandum is signed.
3. This Memorandum 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 its best efforts to consult

with the other Participant prior to providing such notice.

4. The Participants intend to review the operation of this Memorandum periodically and to consult for the purpose of reviewing this Memorandum at a time mutually decided by both Participants.
5. Upon the discontinuation of this Memorandum, the Participants are expected to maintain the confidentiality of any information communicated to them by the other Participant under this Memorandum, and return or destroy, to the extent consistent with applicable law, information obtained from the other Participant consistent with this Memorandum 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.
6. This Memorandum 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

1. Nothing in this Memorandum is intended to:
 - 1.1 create legally binding rights or obligations, or affect existing rights or obligations, under international or domestic law;
 - 1.2 prevent a Participant from seeking assistance from or providing assistance to the other Participant pursuant to other agreements, arrangements or practices;
 - 1.3 affect any right 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;
 - 1.4 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 law; and
 - 1.5 create expectations of cooperation that would exceed a Participant's jurisdiction.
 - 1.6 affect a Participant's ability to comply with applicable international law or applicable domestic laws or regulations.

XI. Consultations

1. The Participants intend to resolve any disagreements that may arise under this Memorandum through amicable consultations by the contacts referred to in clause 1 of Section III and, failing resolution in a reasonably timely manner, by discussion between appropriate senior officials designated by the Participants.

Signed on **11 October 2023**, in two original copies in English.

Ms. Jessica Rosenworcel
Chairwoman
United States Federal
Communications Commission

Mr. Lew Chuen Hong
Chief Executive Officer
Info-communications Media
Development Authority of Singapore

Annex 1

Applicable Laws

I. Federal Communications Commission

- i. 1. *Communications Act of 1934, as amended, 47 U.S.C. §§ 151-155*
- ii. 2. *Telephone Consumer Protection Act and the Truth in Caller ID (Identification) Act, 47 U.S.C § 227*
- iii. 3. *Federal Communications Commission Rules, 47 CFR § 0.11 I (a)(24)*
- iv. 4. *The Privacy Act of 1974, as amended, 5 U.S.C. § 552a and the FCC's published System of Records Notices*
- v. 5. *The Federal Information Security Modernization Act of 2014, 44 U.S.C. § 3541 et seq. and applicable guidance from the Office of Management and Budget (OMB) and the National Institute of Standards (NIST)*
- vi. 6. *The E-Government Act of 2002, 44 U.S.C. §§ 101, 3501 et seq.*
- vii. 7. *The Freedom of Information Act, as amended, 5 U.S.C. § 552*
- ix. 8. *The Trade Secrets Act, 18 U.S.C. § 1905*

II. Info-communications Media Development Authority

- i. *Spam Control Act 2007*
- ii. *Telecommunications Act 1999*
- iii. *Personal Data Protection Act 2012, Parts 9 and 9A*