MEMORANDUM OF UNDERSTANDING

AMONG

PUBLIC AUTHORITIES OF THE UNSOLICITED COMMUNICATIONS ENFORCEMENT NETWORK PERTAINING TO UNLAWFUL TELECOMMUNICATIONS AND SPAM

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A. Preliminary

1. Background

RECOGNIZING certain electronic messages including unlawful telemarketing calls, SMS spam, and email spam, and the use of these communication methods by fraudulent marketers, pose challenges to consumers including online fraud and deception, phishing, and dissemination of viruses and malware;

RECOGNIZING the desirability of enhancing consumer confidence in electronic messaging and preserving its critical role in modern communications;

RECOGNIZING the increased cross border impact of unlawful electronic messaging and the desirability of effective multi-jurisdictional enforcement of laws and regulations restricting such messaging;

RECOGNIZING that public authorities, with appropriate private sector entities, formed the Unsolicited Communications Enforcement Network (UCENet) (originally known as the London Action Plan, until 9 September 2016) to develop and foster coordinated approaches to unlawful electronic messages;

RECOGNIZING that one critical approach to unlawful electronic messaging is to enhance information and intelligence sharing, investigative assistance and cooperative enforcement among enforcement and regulatory agencies; and

RECOGNIZING that the signatories already work together to combat unlawful electronic messaging through the Unsolicited Communications Enforcement Network's Enforcement Subgroup, governmental UCENet members who are responsible for ensuring compliance with laws pertaining to electronic messages including telemarketing and spam within their respective jurisdictions, the signatories

HAVE REACHED THE FOLLOWING UNDERSTANDING:

2. Definitions

2.1 In this Memorandum the following words have the following meanings:

(a) **Confidential Information** means information held by a Member in circumstances where the Member is subject to a duty of confidentiality, whether arising by the application of statute, regulation, common law or equity, or has requested confidentiality;

(b) **Group** means the Unsolicited Communications Enforcement Network Enforcement Subgroup;

(c) **Memorandum** means this Memorandum of Understanding;

(d) **Member** means a UCENet organization that is specified in Annexure A of the Memorandum;

(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) **Provider** means a Member that provides documents or information to another Member in accordance with this Memorandum;

(g) **Recipient** means a Member that receives documents or information from another Member in accordance with this Memorandum; and

(h) **Unlawful electronic message** means a communication sent or made in violation of a Member's laws and regulations.

3. Purpose and Scope

3.1 The purpose of this Memorandum is to promote cross border cooperation among the Members, and to assist the Members in the performance of their regulatory and/or enforcement responsibilities with respect to unlawful electronic messages. The Memorandum seeks to encourage a framework to facilitate the exchange of information between the Members while recognising the legal, policy, and administrative limits on the authority and jurisdiction of each Member to disclose such information.

B. Provision of information and documents

4. Statement of Intent

4.1 All Members intend to participate in regular meetings of the Group, whether by teleconference or in person.

4.2 At Group meetings, in person and through electronic means, each Member may, to the extent provided by the laws of their respective jurisdictions, share information with the Group or any member of the Group regarding current and emerging issues related to unlawful electronic messages, to the extent that those issues are, or may be, relevant to the functions of other Members or to the Group generally.

4.3 This Memorandum is a voluntary statement of the intent of the Members to cooperate with and assist each other, and accordingly does not create any legally enforceable rights or impose legally binding obligations on any Member.

4.4 This Memorandum does not modify or supersede any laws in force applying to any Member.

4.5 This Memorandum does not affect the rights or abilities of any Member to obtain information from any other Member in connection with the authorities, jurisdiction and functions of either Member.

4.6 This Memorandum does not prevent a Member from seeking assistance from or providing assistance to the other Member(s) pursuant to other agreements, arrangements, or practices.

4.7 This Memorandum does not affect any right or ability of a Member to seek information on a lawful basis from a person located in the territory of any other Member's jurisdiction, or preclude any such person from voluntarily providing legally obtained information to a Member.

4.8 This Memorandum does not create expectations of cooperation that would exceed a Member's legal authority.

4.9 The Members will use their best efforts to comply with the terms of this Memorandum.

4.10 Where a Member is prohibited by the laws of its jurisdiction from entering into an arrangement in respect of contraventions of the laws of a foreign state that would be considered penal in nature, nothing in this Memorandum is to be interpreted as permitting or requiring such a Member to provide assistance or information in respect of such contraventions.

5. Provision of information and documents

5.1 A Member may, at its discretion and where permitted by the laws of its jurisdiction, provide information or documents to the Group, or to particular Members, relevant to the authorities and functions of the Member or Members receiving the information or documents.

5.2 A Recipient will use and disclose any information or documents provided by another Member only:

(a) in a manner that maintains confidentiality in the information or documents, subject to clause 6;

(b) in accordance with any conditions specified by the Provider pursuant to clause 7; and

(c) for the permissible uses specified by the Provider pursuant to clause 8.

6. Confidentiality of information and documents

6.1 A Recipient, subject to legal obligations requiring the disclosure or production in the recipient's jurisdiction, will maintain the confidentiality of the information or documents supplied by a Provider under this Memorandum.

6.2 In exchanging confidential information, the Members acknowledge the confidentiality requirements of the laws and regulations of each respective Member. The Recipients certify that they will comply with all confidentiality conditions, including any additional conditions applied by a Provider, and shall not, subject to clause 6.3, release or disclose information or documents supplied to it under this Memorandum to any other party, including a signatory to this Memorandum, without the prior express written consent of the Provider or as specified in the request.

6.3 Wherever feasible, the Recipient(s) shall promptly notify the Provider of any legally enforceable demand for disclosure of the confidential information or documents supplied under this Memorandum before complying with the demand and shall assert such appropriate legal exemptions or privileges with respect to such information as the Recipient considers appropriate.

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7. Information and documents may be provided subject to conditions

7.1 A Provider may provide information, documents or assistance to a Recipient subject to any conditions that the Provider considers appropriate, including, but not limited to:

(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.

7.2 Where the Provider seeks to impose a condition on the use of any information, documents or assistance, it shall advise the prospective Recipient of that condition prior to providing the information, documents or assistance.

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8. Permissible use of information and documents

8.1 The Recipient may not use or disclose information or the contents of any documents provided pursuant to this Memorandum for any purpose other than the purposes stated by a Provider, if any, unless:

(a) it has asked the Provider for its consent to use the information or documents for the other purpose; and

(b) the Provider has indicated its consent in writing to such use.

8.2 Notwithstanding 6 and 8.1, it is understood that:

(a) a Recipient may disclose information or the contents of documents provided pursuant to this Memorandum in response to a formal request from a legislative body of that Recipient's country or an order issued from a court with proper jurisdiction in an action commenced by the Recipient or its government; and

(b) information and documents obtained in connection with the investigation or enforcement of criminal laws may be used for the purpose of investigation, prosecution, or prevention of violations of the criminal laws of a Member's country.

C. Miscellaneous provisions

9. Contact points

9.1 So far as is practicable, all communications between the Members regarding the Memorandum should be between the principal points of contact as set out in Annexure A. This Annexure may be amended by written notice provided by a Member to the other Members from time to time.

10. Term of Memorandum

10.1 This Memorandum will have a term of five (5 years), unless terminated in accordance with clause 13.

11. Effective date

11.1 This Memorandum will be effective from the date of signature by at least two of the Members.

12. Review of Memorandum

12.1 The Members will keep the operation of this Memorandum under periodic review and will consult 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.

12.2 The Members will consult periodically for the purpose of reviewing this Memorandum at a time mutually agreed between both parties.

12.3 Any term of this Memorandum may be amended or waived by the Members' mutual consent in writing.

13. Termination of, or withdrawal of a Member from, the Memorandum

13.1 A Member may withdraw from this Memorandum before the expiration of the term of five (5) years by giving 30 days' written notice to the other Members that remain a party to the Memorandum.

13.2 The Members may, by mutual consent of all Members in writing, decide to terminate the Memorandum.

13.3 In the event that this Memorandum is terminated, or a Member withdraws, this Memorandum shall continue to have effect with respect to all requests for information or documents that were fulfilled before the date of such notice of termination or withdrawal, as the case maybe, and with respect to the confidentiality of all documents and information supplied under this Memorandum.

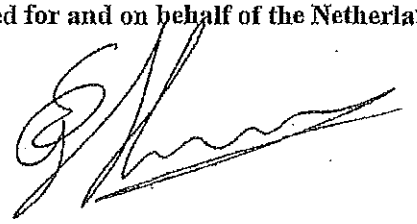
Endnote – Amendment history

Clause/paragraph	*Description of amendment*	*Date*
Title page	Change 'London Action Plan' to 'Unsolicited Communications Enforcement Network'	3 May 2017
Clause 1, paragraph 4	Change 'London Action Plan (LAP)' to 'Unsolicited Communications Enforcement Network (UCENet) (originally known as the London Action Plan, until 9 September 2016)'	3 May 2017
Clause 1, paragraph 6	Change 'London Action Plan's Enforcement Subgroup' and 'LAP' to 'Unsolicited Communications Enforcement Network's Enforcement Subgroup' and 'UCENet'	3 May 2017
Clause 2.1(b)	Change 'London Action Plan Enforcement Subgroup' to 'Unsolicited Communications Enforcement Network Enforcement Subgroup'	3 May 2017
Clause 2.1(d)	Change 'LAP' to 'UCENet'	3 May 2017
Endnote	New item	3 May 2017

Annexure A

Members and contact points – see clauses 2 and 9

Signed for and on behalf of the Netherlands



ir. Evert Jan Hummelen
teammanager Consumer Department
Authority for Consumers and Markets

On this 14th day of December 2015

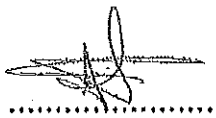
Contact point

Contact person:	ir. E.J. Hummelen
Address:	P.O. Box 16326 2500 BH The Hague Netherlands
Telephone:	+31 70 722 2359
Email:	evert.jan.hummelen@acm.nl

Annexure A

Members and contact points – see clauses 2 and 9

Signed for and on behalf of The National Trading Standards Intelligence Team



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Andy Tillman

Head of Intelligence

On this 14th day of December 2015

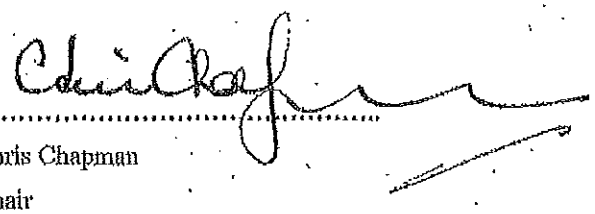
Contact point

Contact person:	Peter Hewson
Address:	Landmark House 4, Egerton Road, Ipswich, IP1 5PF
Telephone:	+447738752367
Email:	Peter.Hewson@suffolk.gcsx.gov.uk
Fax:	N/A

Annexure A

Members and contact points – see clauses 2 and 9

Signed for and on behalf of The Australian Communications and Media Authority



Chris Chapman

Chair

On this 24th day of December 2015

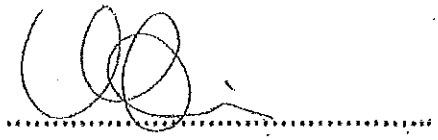
Contact point

Contact person:	Bruce Matthews Manager Cyber Security and Unsolicited Communications Compliance Section
Address:	Level 32, 360 Elizabeth Street, Melbourne VIC 3000, Australia
Telephone:	+61 3 9963 6953
Email:	Bruce.Matthews@acma.gov.au
Fax:	+61 3 9963 6899

Annexure A

Members and contact points – see clauses 2 and 9

Signed for and on behalf of the Office of the Privacy Commissioner of Canada



Daniel Therrien
Privacy Commissioner of Canada

On this 12th day of January 2016.

Contact point

Contact person:	Brent Homan
Address:	30 Victoria Street – 1st Floor, Gatineau, Québec K1A 1H3, CANADA
Telephone:	(00 +1) 819 994-6261
Email:	brent.homan@priv.gc.ca
Fax:	(00 +1) 819 994-5424

Annexure A

Members and contact points – see clauses 2 and 9

Signed by the Information Commissioner (UK)

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Christopher Graham

Mr

On this 18 day of January 2016

Contact point

Contact person:	Adam Stevens, Intelligence Hub Team Manager
Address:	Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Telephone:	01625 545785
Email:	ih@ico.org.uk

Annexure A

Members and contact points – see clauses 2 and 9

Signed for and on behalf of The Canadian Radio-television and Telecommunications Commission;

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Jean-Pierre Blais

Chairman and Chief Executive Officer

On this 22nd day of January 2016

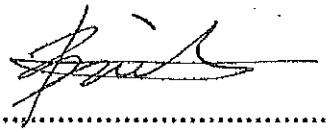
Contact point

Contact person:	Manon Bombardier
	Chief Compliance and Enforcement Officer
Address:	1, Promenade du Portage, Gatineau, Québec, J8X 4B1
Telephone:	(00+1) - 819-997-3749
Email:	manon.bombardier@crtc.gc.ca
Fax:	(00+1) - 819-994-5610

Annexure A

Members and contact points – see clauses 2 and 9

Signed for and on behalf of Korea Internet & Security Agency (KISA)



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Kee Seung Baik

President and CEO of KISA

On this 22th day of March 2016

Main Contact point

Contact person: In Su Jo

Address: IT Venture Tower, 135 Jungdae-ro, Songpa-gu, Seoul, Korea

Telephone: +82 2 405 6562

Email: jois@kisa.or.kr

Fax: +82 2 405 5219

Sub Contact point

Contact person: Hae Ryong Park

Address: IT Venture Tower, 135 Jungdae-ro, Songpa-gu, Seoul, Korea

Telephone: +82 2 405 5245

Email: hrpark@kisa.or.kr

Fax: +82 2 405 5219

Annexure A

Members and contact points – see clauses 2 and 9

Signed for and on behalf of NATIONAL CONSUMER COMMISSION

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Mr EBRAHIM MOHAMED

COMMISSIONER

On this 23rd. day of May 2016

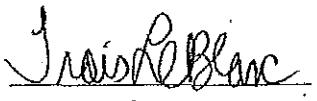
Contact point

Contact person:	Ms Keitheng Mothemela
Address:	Building 12
	08 Bauhinia Street
	Techno Park, Centurion
	South Africa
Telephone:	(012) 761 3400
Email:	K.Mothemela@thencc.org.za
Fax:	N/A

Annexure A

Members and contact points – see clauses 2 and 9

Signed for and on behalf of the Federal Communications Commission, subject to the understanding stated below.



Travis LeBlanc
Chief, Enforcement Bureau
Federal Communications Commission

On this 6th day of June 2016

Consistent with paragraph 4.3, the Federal Communications Commission understands that nothing in this Memorandum, including but not limited to matters that the Memorandum specifies shall be done, gives rise to rights or obligations under international law.

Contact point

Contact person:	David Strickland
Address:	Federal Communications Commission 445 12th Street, SW Washington, DC 20554
Telephone:	(202) 418-0977
Email:	david.strickland@fcc.gov
Fax:	(202) 418-2810

Annexure A

Members and contact points – see clauses 2 and 9

Signed for and on behalf of the Federal Trade Commission, subject to the understanding stated below.

Edith Ramirez
Chairwoman
U.S. Federal Trade Commission

On this 8th day of June, 2016

Consistent with paragraph 4.3, the Federal Trade Commission understands that nothing in this Memorandum, including but not limited to matters that the Memorandum specifies shall be done, gives rise to rights or obligations under international law.

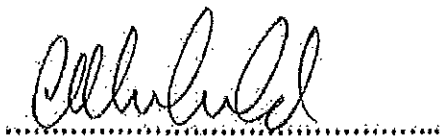
Contact point

Contact Person:	Melinda Claybaugh
Address:	Federal Trade Commission Mail Drop H-485 600 Pennsylvania Ave., NW Washington, DC 20580 United States
Telephone:	202-326-2203
Email:	mclaybaugh@ftc.gov
Fax:	202-326-3045

Annexure A

Members and contact points – see clauses 2 and 9

Signed for and on behalf of The Department of Internal Affairs



(Signature)

Colin MacDonald

Chief Executive Officer

On this 10th day of June 2016

Contact point

Contact person:	Toni Demetriou
	Manager
	Electronic Messaging Compliance Unit
Address:	Level 3, 147 Lambton Quay, Wellington
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