

# Memorandum of Understanding

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## **Between**

The Office of the Privacy Commissioner of Bermuda (PrivCom)

## **And**

Sub-Committee of the Bermuda Bar Council, Advancement of Privacy Law and Appropriate Regulation of the Legal Industry (APLLI),

*each a Party and, collectively, the Parties.*

## **WITH RESPECT TO**

### **Cooperation and Collaboration in Educational Privacy Initiatives, Policy and Guidance**

## **PREAMBLE**

**Recognising** that PrivCom, as an established independent public office, has oversight responsibilities for the informational privacy framework in Bermuda, and the mandate of the Bermuda Privacy Commissioner is to regulate the use of personal information by organisations, among other duties.

**Recognising** that the Personal Information Protection Act 2016 (PIPA) expressly provides the Privacy Commissioner to administer the PIPA by engaging in public education, research, guidance, codes of practice and anything which reasonably appears to be incidental or conducive to the carrying out of their functions under PIPA.

**Recognising** that the purposes of APLLI, among other things, is to address legal and industry issues affected by the implementation of the statutory requirements of the PIPA, to facilitate discussion among Bermuda Bar Association (“Bermuda Bar”) members, to provide thought leadership, foster collaboration between the Bermuda Bar and public bodies concerned with the regulation of privacy matters and to further provide representation of the Bermuda Bar in connection with consultations regarding the implementation of PIPA, the issuance of industry guidance and general interactions with stakeholders and regulatory bodies.

**Recognising** that there are interests and benefits resulting from cooperation and collaboration in educational privacy initiatives, policy and guidance, both for the respective Parties and for the Bermuda Bar Council and for individuals regulated by the Bermuda Bar, as the governing body for the legal profession in Bermuda.

**GIVEN** the responsibilities and mandates of the named Parties,

## **THE PARTIES AGREE TO THE FOLLOWING:**

### **1. OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING**

1.1. The objective of this Memorandum of Understanding is to set out a framework to support collaboration and cooperation between the Parties in order to:

- Support the education and privacy awareness of members of the Bermuda Bar (inclusive of Bermuda Bar Council), recognising the wide implications of attorney activities throughout Bermuda in private practice, in house counsel, public sector, third sector (non-profit), volunteerism, industry bodies and Government boards, councils and advisory bodies.
- Increase knowledge sharing and enhance the working relationship between the Parties to support consistent, coordinated, efficient and harmonised educational privacy initiatives, as well as policy development and guidance to the Bermuda legal industry.
- Demonstrate transparency in the working arrangements between the Parties and clarify the scope of engagement.

## 2. EDUCATION, POLICY AND GUIDANCE INITIATIVES

- 2.1. The Parties will consult on the development of public education initiatives on privacy related matters and collaborate when it is mutually beneficial and of interest to do so.
- 2.2. The Parties will, whenever possible and as resources and applicable laws allow, collaborate when issuing guidance, policy or codes of practice to enhance harmonisation and consistency in approach, interpretation and practical implementation of privacy related obligations.
- 2.3. The Parties will seek to regularly engage via quarterly meetings to support the educational partnership established by this Memorandum of Understanding.

## 3. INFORMATION SHARING AND CONFIDENTIALITY

- 3.1. Information, including scenario specific information containing personal information where necessary, may be shared between the Parties for the following purposes:
  - Fulfilment of educational initiatives;
  - Consultation on guidance, policy and/or codes of practice; and
  - Mutual knowledge development of privacy issues, concerns, debates and interpretation of privacy informational rights and obligations within the legal industry.
- 3.2. Information shared pursuant to this Memorandum of Understanding will only be used for the purposes for which it was originally shared or as mutually determined by the Parties.
- 3.3. Each Party will treat confidential or personal information received in a confidential manner in accordance with each Party's requirements.

## 4. INDEPENDENCE

- 4.1. It is mutually understood and agreed by and between the Parties that under this Memorandum of Understanding, PrivCom and APLLI remain independent and their internal structure and proceedings remain unchanged.

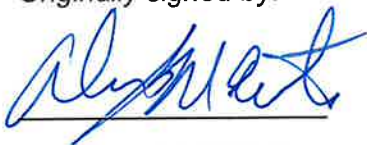
## 5. DURATION, AMENDMENT AND TERMINATION

- 5.1. This Memorandum of Understanding will come into force on the day it is signed on behalf of the Parties and will remain in force until another memorandum of understanding is signed, or it is terminated in accordance with this Clause 5.
- 5.2. The terms and conditions of this Memorandum of Understanding may be amended by mutual agreement in writing. Either Party may withdraw from this Memorandum of Understanding at any time and for any reason. The Parties may also terminate this Memorandum of Understanding by mutual consent in writing. All confidentiality or non-disclosure provisions, undertakings and other restrictions in clause 3 will remain in force after termination of the Memorandum of Understanding or the withdrawal of a Party.
- 5.3. This Memorandum of Understanding is an administrative understanding between the Parties and is not intended to be legally binding or enforceable before the courts. This Memorandum of Understanding does not represent an approval or endorsement by either Party, does not limit or prevent regulatory action, and does not affect rights conferred on third parties (such as members, customers, or employees). Any statements made by either Party shall be given without prejudice to any decision or action that either Party may take in the future, including any enforcement or other regulatory action. Statements and positions of either Party may change over time, for example on receipt of further information on a matter, or following a change in law, court judgments, regulatory guidance, or policy.

- 5.4. Termination of this Memorandum of Understanding does not affect any on-going educational, policy or guidance related activities undertaken pursuant to this Memorandum of Understanding, unless the Parties have agreed to terminate such activities.

**THE FOLLOWING HAVE AFFIXED THEIR SIGNATURES TO THIS MEMORANDUM OF UNDERSTANDING:**

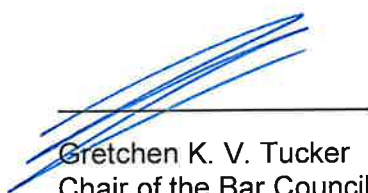
*Originally signed by:*



Alexander McD White  
Privacy Commissioner for  
Bermuda, PrivCom

THIS 9<sup>th</sup> day of June 2022

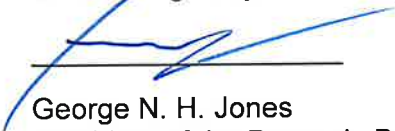
*Originally signed by:*



Gretchen K. V. Tucker  
Chair of the Bar Council Sub-  
Committee, Advancement of  
Privacy Law and Appropriate  
Regulation of the Legal  
Industry

THIS 9<sup>th</sup> day of June 2022

*Entry into this document is formally  
acknowledged by:*



George N. H. Jones  
President of the Bermuda Bar Council

THIS 9<sup>th</sup> day of June 2022