



Australian Government
Office of the Australian Information Commissioner



CONSUMER DATA RIGHT

MEMORANDUM of UNDERSTANDING

between

the Australian Competition and Consumer Commission
Commonwealth Government
ABN: 94 410 483 623

and

the Office of the Australian Information Commissioner
Commonwealth Government
ABN: 85 249 230 937

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1 Parties to the MoU

- 1.1 The parties to this Memorandum of Understanding (**MoU**) are the Australian Competition and Consumer Commission (the **ACCC**) and the Office of the Australian Information Commissioner (the **OAIC**) (together the **Parties**). In this MoU, the term '**Party**' will mean either the ACCC or the OAIC, as the context allows.
- 1.2 The ACCC is an independent Commonwealth statutory authority established under the *Competition and Consumer Act 2010* (Cth) (**CCA**), responsible for enforcing consumer protection and fair trading laws and for promoting competition.
- 1.3 The OAIC is an independent Commonwealth statutory agency established under the *Australian Information Commissioner Act 2010* (Cth) (**AIC Act**), responsible for regulating privacy law and freedom of information law.
- 1.4 The Australian Government introduced the consumer data right (**CDR**) via changes to the CCA and the AIC Act. Each Party has regulatory roles and responsibilities in relation to the CDR, as set out in the legislation.
- 1.5 In connection with the CDR, the ACCC's roles include: making recommendations about the designation of sectors as subject to the CDR; developing rules implementing the CDR in designated sectors; reviewing proposed technical data standards; consumer education and outreach; taking enforcement action, ensuring compliance with the CDR framework, and otherwise exercising the ACCC's broader range of regulatory powers.
- 1.6 The ACCC also currently holds the roles of Data Recipient Accreditor and Registrar under the CCA. As Data Recipient Accreditor, the ACCC must assess applications to become an accredited person, audit compliance with the accreditation obligations and manage accreditations as appropriate. As Registrar, the ACCC must provide and maintain a public register of accredited persons.
- 1.7 In connection with the CDR, the OAIC's roles include: providing advice on the privacy aspects of the scheme, including in relation to the designation of sectors as subject to the CDR and the development of the CDR rules and technical data standards; handling and resolving individual complaints that arise in relation to the CDR; consumer education and outreach; and exercising the OAIC's broader range of regulatory powers and functions in relation to privacy matters arising out of the CDR scheme.
- 1.8 Each Party acknowledges that carrying out its respective roles will require effective consultation and cooperation with the other Party, and each Party is committed to ensuring such consultation and cooperation occurs.

2 Purpose and function of the MoU

- 2.1 This MoU relates to CDR matters only.
- 2.2 The purpose of this MoU is to:
 - a) facilitate effective consultation and cooperation between the Parties in developing and operating the CDR, to assist each Party in the performance of its roles and responsibilities in relation to the CDR;

- b) recognise the need to commit to the timely development of further specific processes and procedures related to the matters set out in this MoU;
 - c) ensure that the Parties are well-prepared to work together in executing their CDR complaint-handling, investigation, enforcement and other functions; and
 - d) allow for the exchange of relevant information and documents to the extent permitted by relevant legislation.
- 2.3 The Parties recognise that mutual cooperation will contribute significantly to the development and effective operation of the CDR, and to the ability of both Parties to effectively discharge their respective functions. This MoU reflects the Parties' intention to maintain a proactive, open and collaborative relationship
- 2.4 This MoU does not create any enforceable rights or impose any legally binding obligations on either Party.
- 2.5 Nothing in this MoU affects the exercise of the legislative functions or responsibilities of either Party.

3 Consumer Data Right

- 3.1 The Parties recognise that the object of the CDR is:
- a) to enable consumers in designated sectors of the Australian economy to require information relating to themselves in those sectors to be disclosed safely, efficiently and conveniently;
 - (i) to themselves for use as they see fit; or
 - (ii) to accredited persons for use subject to privacy safeguards; and
 - b) to enable any person to efficiently and conveniently access product information in those sectors; and
 - c) to create more choice and competition, or to otherwise promote the public interest.

4 Development of processes and protocols

- 4.1 The Parties commit to cooperate to develop appropriate processes and protocols to undertake work in connection with the CDR, with a view to ensuring that the Parties will be able to work effectively together. The processes and protocols may cover matters including:
- d) the nature and extent of consultation where either Party has, or is expected to have, a formal role under the CDR framework;
 - e) regular liaison between the Parties, including liaison between staff and office holders;
 - f) information exchange to facilitate the Parties' duties under the CCA, including audit, enforcement, complaints handling and reporting, and any other relevant duties;

- g) education and training in each Party's respective expertise and functions; and
- h) further opportunities for cooperation, including staff secondment and exchange, and joint activities.

4.2 Processes and protocols developed may be attached to this MoU.

5 Management of MoU

- 5.1 The Parties' liaison contact officers and senior officers (with overall responsibility for managing the MoU relationship) are specified in [Appendix A](#) to this MoU.
- 5.2 Each Party may change its liaison contact officer or senior officer, as necessary, by written notice provided to the other Party.

6 Review and amendment of MoU

- 6.1 The Parties may review the operation of the MoU from time to time and will consult with each other with a view to improving its operation where necessary. Any term of this MoU may be amended at any time with the mutual written consent of each Party.

7 Termination of MoU

- 7.1 Either Party may terminate this MoU by giving at least 30 days written notice to the other Party. The termination will take effect on the date that is 30 days after the notice is sent, unless otherwise agreed, in writing, between the Parties.

8 Costs

- 8.1 Each Party agrees to bear its own costs in performing its functions under this MoU.

9 Publication of MoU

- 9.1 The Parties agree that this MoU may be publicised as each Party considers appropriate including by placing it on the Party's website.

10 Signatures

10.1 Party: **Australian Competition and Consumer Commission**

Name: Rod Sims

Title: Chair



Signature:

Date: 30 July 2020

10.2 Party: **Office of the Australian Information Commissioner**

Name: Angelene Falk

Title: Australian Information Commissioner and Privacy Commissioner

Signature:



Date: 30 July 2020

Appendix A – Liaison contact officers and senior responsibility for MoU management

ACCC liaison contact officer:

Director, Compliance and Enforcement, Consumer Data Right Division

OAIC liaison officer:

Director, Regulation and Strategy, Consumer Data Right Section

ACCC senior officer with responsibility for MoU:

Executive General Manager, Consumer Data Right Division

OAIC senior officer with responsibility for MoU:

Deputy Commissioner