

THE COMPETITION AND CONSUMER PROTECTION COMMISSION

and

COIMISIÚN NA MEÁN

CO-OPERATION AGREEMENT

Introduction

1. This Co-operation Agreement (“**agreement**”) establishes a framework of cooperation, information sharing and constructive communication between the Competition and Consumer Protection Commission (the “**CCPC**”) and Coimisiún na Meán (“**CnaM**”), collectively referred to as the “**parties**” throughout this document.
2. This agreement is entered into pursuant to section 45 of the Digital Services Act 2024 (the “**2024 Act**”) and section 32 of the Broadcasting Act 2009.
3. The parties are committed to fostering effective working relations, principally by promoting a culture of co-operation and collaboration between them.
4. The shared aim of this agreement is to enable close working relationships between the parties, including the exchange of appropriate information, to assist them in discharging their respective functions in so far as the functions relate to Regulation (EU) 2022/2065 (the “**Digital Services Regulation**”) and / or the 2024 Act. It is also to convey the parties’ commitment to cooperating proactively in matters of common interest in so far as the matters relate to the Digital Services Regulation and / or the 2024 Act.
5. The parties recognise the benefit of setting out in this agreement a shared vision for this ongoing relationship.
6. Any co-operation and engagement between the parties will be subject to the priorities and available resources of each of the parties, and will be consistent with all applicable legal requirements, including in respect of the sharing of information.

Respective Roles

7. The parties have separate and independent mandates which are each set out in statute.
8. The parties mutually recognise their independence and the need to conduct matters in accordance with their respective statutory powers and responsibilities.

Role and function of the CCPC

9. The CCPC is the statutory body responsible for the promotion of competition and for the protection of the interests and welfare of consumers. It conducts investigations and takes enforcement action in respect of the provisions referred to in section 10(1)(c) and (d) of the Competition and Consumer Protection Act 2014 and is a market surveillance authority in respect of specified product safety legislation.
10. It is also a competent authority for the purposes of supervision and enforcement of articles 30, 31 and 32 of the Digital Services Regulation and is so designated by section 44 of the 2024 Act.
11. When acting in its capacity as a competent authority for the purposes of the 2024 Act, it is responsible for the supervision of providers of online marketplaces allowing consumers to conclude distance contracts with traders (consumer online marketplaces) and enforcement of certain due diligence obligations of

consumer online marketplaces relating to traceability of traders, compliance by design and consumer right to information.

Role and function of CnaM

12. CnaM is responsible for the regulation of broadcasting, audio-visual on-demand media, and for providing a regulatory framework for online safety in Ireland.

13. It is also a competent authority (other than in respect of articles 30, 31 and 32 of the Digital Services Regulation), and the national digital services coordinator, for the purposes of supervision and enforcement of the Digital Services Regulation and is so designated by section 7 of the Broadcasting Act 2009.

Principles of cooperation and sharing

14. The Digital Services Regulation provides that where Member States designate authorities with responsibilities for aspects of the regulation, those authorities shall cooperate closely and effectively when performing their tasks.

15. The parties herein wish to co-operate closely and effectively when performing their respective tasks in respect of the Digital Services Regulation.

16. The timely and focused sharing of relevant information between the parties, as facilitated by this agreement, will enhance their ability to exercise their respective functions, within the spirit of broader collaboration and to the extent permitted by law. This is for the purposes of promoting more favourable outcomes in furtherance of their respective statutory objectives.

17. The purposes of this agreement include, but are not limited to:

- (a) to facilitate co-operation between the parties in the performance of their respective functions in so far as they relate to the Digital Services Regulation;
- (b) to ensure, so far as practicable, consistency between decisions made or other steps taken by the parties in so far as any part of those decisions or steps relates to the Digital Services Regulation;
- (c) to enable each party to be consulted in relation to any decisions relating to the Digital Services Regulation made by the other party;
- (d) to set out details in relation to the disclosure of information, by either party to the other party to enable each party to furnish to the other party information in its possession if the information is required by that other party for the purpose of the performance by it of any of its functions in so far as the functions relate to the Digital Services Regulation;
- (e) and to facilitate the effective supervision of intermediary service providers and enforcement of the Digital Services Regulation in Ireland.

18. The parties propose to facilitate effective joint working by:

- (a) meeting and communicating regularly, at appropriate levels of seniority, to discuss matters of mutual interest;
- (b) consulting one another at an early stage on any issues that might have significant implications for the other; and
- (c) sharing (for comment), at an early stage, draft documents or publications that reference the other or cover matters of mutual interest.

19. If a party considers that information it has gathered will be materially relevant to the other (in particular, in support of the effective identification of risks to the other's functions and objectives under the Digital Services Regulation), then, subject to any legal restrictions on the disclosure of information (whether imposed by statute or otherwise), it may notify the other of the same.

20. To help each other carry out their respective roles, the parties may provide each other with technical assistance. Technical assistance for these purposes includes the sharing of subject-area knowledge and expertise as well as best practice.

Information Requests and Sharing of Information

21. It is acknowledged and agreed by each party that in accordance with Article 85(3) of the Digital Services Regulation, the European Commission shall adopt implementing acts laying down the practical and operational arrangements for the functioning of AGORA and its interoperability with other relevant systems (Commission Implementing Regulation (EU) 2024/607). Each party agrees to comply with its respective responsibilities under Regulation (EU) 2024/607, as applicable.

22. It is acknowledged and agreed by each party that it is their common intention that AGORA shall be used to share information under this agreement, to include relevant information in response to a request for information, and for the transfer of complaints to the other party.

23. The parties recognise that the exchange of information between them may be an important contribution to the efficient and effective discharge of their respective statutory duties. Both parties are equally conscious of the need for discretion and for the adoption of procedures that protect the following:

(a) the confidential nature of certain information,

(b) the confidentiality obligations of the CCPC under section 25 of the Competition and Consumer Protection Act 2014

(c) the confidentiality obligations of CnaM under section 36 of the Broadcasting Act 2009.

24. The parties commit to a level of confidentiality between them as regards the exchange of non-public information.

25. The parties acknowledge that, notwithstanding any other provision of this Agreement, they may only disclose information in accordance with this Agreement if permitted or required to do so, or not prevented from doing so, under any applicable laws.

Forbearance to act

26. Each party may forbear to perform any of their respective functions in so far as the functions relate to the Digital Services Regulation in connection with a specific matter in circumstances where it is satisfied that the other party is performing functions in relation to that Regulation in relation to the same matter.

27. Where a party intends to forbear to perform any of its functions, it shall notify the other party of its intention and provide the other party with an opportunity to respond to the notification.

28. Where one party has agreed to forbear to perform its functions in relation to a particular matter, it may inform any relevant third parties.

Consultation

29. Each party shall consult with the other party before performing any functions relating to the Digital Services Regulation in circumstances where the respective exercise by each party of the functions concerned involves the determination of issues relating to the Digital Services Regulation that are identical to one another or are within the category of specified issues each party identifies through their co-operation as requiring consultation.

Data Protection

30. In as far as the parties are processing personal data pursuant to this agreement, they will ensure this is compliant with all applicable laws relating to the protection of personal data including the General Data Protection Regulation (EU) 2016/679 and the Data Protection Act 2018, as may be updated, amended or replaced from time to time. The parties acknowledge and agree that, pursuant to section 47(7) of the Digital Services Act 2024 and section 33(4) of the Broadcasting Act 2009, they will explore the need to enter into any data sharing agreement.

Regular engagement

31. Officials of the parties will regularly meet and communicate, at appropriate levels of seniority, and not less than twice annually, to discuss matters of mutual interest and will communicate as required between meetings on such matters of shared interest that may arise in the course of day-to-day business.

32. An Agenda for such meetings will, as far as possible, be determined in advance to ensure attendance at the appropriate level and expertise.

Legal status and effect

33. This agreement does not give rise to legally binding obligations on the parties.

34. Nevertheless, the parties are committed to pursuing the aims and purposes of this agreement in good faith and intend to act in accordance with its terms on a voluntary basis.

35. Any failure by the CCPC or CnaM to comply with a provision of this agreement shall not invalidate the exercise by the CCPC or CnaM of any statutory power.

36. This agreement shall not operate to make a party (or any employee, officer or agent thereof) liable to any person in damages or otherwise for anything done or omitted for which such person would not otherwise be so liable.

Duration and review of the Agreement

37. The arrangements covered by this agreement are, wherever possible, set out in terms providing sufficient flexibility for the relationship between the parties to develop in light of experience.

38. This agreement shall take effect on the later of the two dates signed below.

39. No provision of this agreement shall be construed so as to negate, modify or affect in any way the provisions of any other agreement between the parties including the Co-Operation Agreement between the Competition Authority and the Broadcasting Commission of Ireland dated 19 December 2002.

40. The parties will review these arrangements upon the first anniversary from the point it took effect to evaluate its continuing fitness for purpose. This agreement will be automatically renewed for successive periods of three years thereafter.

41. In accordance with section 45(5) of the 2024 Act, the CCPC shall within one month after the agreement (or variation of it) has been made, furnish the Minister for Enterprise, Trade and Employment with a copy of the agreement (including any variation of such agreement) that has been made.

42. This agreement may be varied, subject to the agreement of both parties. Where a party proposes a variation of the agreement that party shall submit, in writing, to the other party the text of the proposed variation and the reasons thereof. Either party may terminate this agreement by providing notice in writing to the other party.

Signed on this [date] of [month] 2024.

Member

For and on behalf of the Competition and Consumer Protection Commission

Signed on this [date] of [month] 2024.

Commissioner

For and on behalf of Coimisiún na Meán

