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Memorandum of Understanding (MoU)

Between

**CNPDP
(Comissão Nacional de Proteção de Dados)
Portugal**

and

**La CNDP
(Commission Nationale de contrôle de la protection
des Données à caractère Personnel)
Maroc**

Between the Undersigned

Comissão Nacional de Proteção de Dados

Established by the law n°43/2004

Headquarters: Av. D. Carlos I, 134, 1° 1200-651 Lisboa. Portugal

Represented by its the president, Mrs. **Paula Cristina Meira Lourenço**

Hereinafter referred to as « **CNPDP** »

On one side,

and

**La Commission Nationale de contrôle de la protection des Données à caractère
Personnel**

Established by the law n° 09-08 related to the protection of individuals with regard to the processing of personal data, promulgated by Dahir No. 1- 09-15 of 22 Safar 1430 (February 18, 2009).

Having its headquarters in Avenue Al Arz, Secteur 4, M1, Hay Riad -Rabat Morocco ;

Represented by its President, **Mr. Omar SEGHROUCHNI,**

Hereinafter referred to as « **CNDP** »

On the other side

The two authorities are referred to individually as a “Party” and collectively as the “Parties

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Preamble

Considering the respective national legislation to which each signatory authority is subject;

Considering the growing challenges of personal data protection and privacy;

Considering that cyberspace is, by its very nature, an area of communication and exchange without borders;

Considering that the personal data protection can only be effective within the framework of a cooperative relationship between data protection authorities;

Wishing to establish and maintain bilateral partnership relations, in particular, for the exchange of information and the sharing of experiences in the exercise of their respective missions;

Taking strict account of the competences, missions, attributions and powers of each of the two authorities, in accordance with their national legislation in force;

Noting the need to establish a bilateral mechanism between data protection authorities concerned, to organize their collaboration; and

Considering the willingness of the parties to work together to carry out activities of general interest in order to ensure the best possible protection of personal data;

CNPD and CNDP **have reached** the following understanding:

PARAGRAPH 1
SUBJECT

The Parties will collaborate and cooperate in the field of personal data protection in accordance with this Memorandum of Understanding (hereinafter referred to as “MoU”) which will be carried out in accordance with and subject to each Party’s respective national laws, regulations, and competence.

PARAGRAPH 2
SCOPE OF CO-OPERATION

1. The Parties confirm that nothing in this MoU should be interpreted as imposing a legal requirement on the parties to co-operate with each other. In particular, there is no requirement to co-operate in circumstances which would breach either Party’s legal responsibilities pursuant to its respective national law.

2. The Parties may jointly identify one or more areas or initiatives for cooperation which may include:

- i) Exchange of information and expertise on emerging data protection challenges, such as artificial intelligence, deepfake, digital violence, awareness-raising, etc.;
- ii) Sharing of experiences and exchange of best practices on data protection policies, education and training programmes. Furthermore, the Parties agree to explore opportunities for collaboration and mutual referencing on around the awareness-raising project “koun3labal” (be aware) platform, subject to further discussion and agreement on the specific terms and conditions of such collaboration.
- iii) Collaborating on the architecture of digital identifiers (both unique and sector-specific) to enhance interoperability and security, while considering relevant legal and technical standards.
- iv) Sharing of information on enforcement actions and best practices in the Open Data approach.
- v) Sharing experiences and best practices related to control and enforcement operations.

- vi) Sharing experiences and best practices related to control and enforcement operations.
- vii) Convening bilateral meetings annually or as mutually decided between the Parties; and
- viii) Any other areas of cooperation as mutually decided upon by the Parties.

3. This MoU does not impose on either CNPD or the CNDP any obligation to co-operate with each other or to share any information. Where a Party chooses to exercise its discretion to co-operate or to share information, it may limit or impose conditions on that request.

4. Parties agree that the sharing of information will not imply any transfer of ownership or rights in connection with the shared information.

PARAGRAPH 3 NO SHARING OF PERSONAL DATA

1. The Parties do not intend that this MoU shall cover any sharing of personal data by the Parties. For the purpose of this MoU, personal data will be given the meaning defined in the relevant Party's domestic law.

2. If the Parties wish to share personal data, for example in relation to any cross border personal data breaches or other security incidents involving organisations in both jurisdictions, each Party shall consider compliance with its own applicable data protection laws, which may require the Parties to enter into a written agreement or arrangement regarding the sharing of such personal data.

PARAGRAPH 4 SECURITY AND DATA BREACH REPORTING

In the execution of this MoU and any other arrangements entered into pursuant thereto:

- i) The Parties shall ensure the confidentiality and security of all information exchanged pursuant to this MoU, taking into account the sensitivity of the information.
- ii) Where confidential material is shared between the Parties it will be marked with the appropriate security classification.

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- iii) Where one Party has received information from the other, it will consult with the other Party before passing the information to a third party or using the information for purposes other than those for which the personal data were initially transferred, including using in an enforcement proceeding or court case.
- iv) Cooperating on research and development in the field of data protection and information security.
- v) Should the receiving Party wrongfully disclose confidential material obtained from or shared by the originating Party, the receiving Party shall immediately notify the originating Party, including details of the remedial actions taken. The receiving Party shall cooperate fully with the originating Party in addressing the incident.

PARAGRAPH 5 SPECIFIC ARRANGEMENTS

1. In implementing this MoU, each Party may, within the limits of its respective laws, regulations, and competence, enter into separate written arrangements with the other Party, for the execution of projects or activities within the scope of this MoU.
2. Upon the execution of this MoU, the Parties will jointly develop a collaboration plan to implement the provisions of this MoU.

PARAGRAPH 6 FINANCIAL ARRANGEMENTS

Without prejudice to any separate written arrangement under Paragraph 5 or unless otherwise mutually decided upon in writing by the Parties, the Parties will make their own financial arrangements for implementing this MoU in accordance with their budgetary availability and respective national legislations.

PARAGRAPH 7 NON-BINDING EFFECT OF THIS MoU AND DISPUTE SETTLEMENT

1. This MoU is concluded with a view to enhancing and developing cooperation between the Parties and does not constitute an international agreement binding upon the States of the Parties under international law. No provision of this MoU will be interpreted and implemented as creating legal rights or commitments for the States of the Parties.
2. Any dispute concerning the application or interpretation of this MoU will be settled amicably through consultations and negotiations between Parties.

PARAGRAPH 9 ENTRY INTO EFFECT, DURATION, AMENDMENT AND TERMINATION

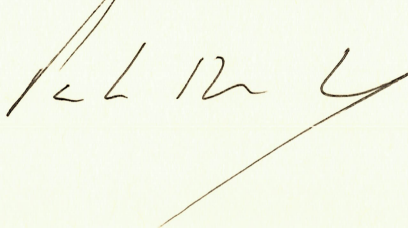
1. This MoU will come into effect upon signature and remain valid for a period of 4 years. Unless one of the Parties notifies the other in writing its intention to terminate this MoU 3 months prior to expiration of its validity, this MoU will automatically be extended for successive periods of 4 years.
2. This MoU may be amended by mutual written consent of the Parties at any time. The amendments will come into effect with the same procedure prescribed under first subparagraph of this Paragraph.
3. Each Party may terminate this MoU at any time by giving to the other Party a written notification to that effect. In this case, this MoU will be terminated 3 months after the date of the receipt of the notification. The termination of this MoU will not affect the validity, duration, implementation, or completion of any project or activity undertaken or decided upon under this MoU prior to the date of termination unless the Parties otherwise mutually decide in writing.

PARAGRAPH 10 SIGNATURE AND AUTHENTICITY

Signed in Lisbon on 23/02/.2026. in 2 original copies, in English.

Mrs. Paula Cristina Meira Lourenço

President of the CNPD



MR. Omar Seghrouchni

Président of the CNDP

