

Digital Platform Regulators Forum

Memorandum of Understanding

A Memorandum of Understanding between

- the Australian Competition and Consumer Commission
- the Australian Communications and Media Authority
- the eSafety Commissioner, and
- the Office of the Australian Information Commissioner



1. Introduction

- 1.1. In March 2022, the Australian Competition and Consumer Commission (ACCC), the Australian Communications and Media Authority (ACMA), eSafety Commissioner (eSafety) and the Office of the Australian Information Commissioner (OAIC) (each a Member and together, the Members) formalised existing collaborative arrangements to establish the Digital Platform Regulators Forum (DP-REG).
- 1.2. DP-REG is an avenue for Members to share information about, and collaborate on, common or related issues and activities relating to the regulation of digital platforms. For the purposes of DP-REG, a 'digital platform' includes, but is not limited to, internet search engines, digital content aggregators, social media services, private messaging services, media referral services and electronic marketplaces.
- 1.3. DP-REG's goals are described in the [DP-REG Terms of Reference](#).
- 1.4. Each Member has regulatory roles and responsibilities relating to digital platforms and undertakes activities that affect digital platform sectors. The work of Members is often complementary and may overlap or intersect in various ways, including the possible implications of digital platforms for consumer protection, competition, the media and information environment, privacy, and online safety. In doing so, Members often face common and intersecting regulatory challenges, including addressing scams and emerging consumer harms, balancing innovation with appropriate protections, and responding to the market power of large, multinational digital platform operators.

2. Members

- 2.1. The parties to this MoU are the ACCC, the ACMA, eSafety and the OAIC:
 - (a) The ACCC is an independent Commonwealth statutory authority established by section 6A of the *Competition and Consumer Act 2010* (CCA). Its broad functions include enforcing consumer protection and fair-trading laws, promoting competition, and is anticipated to be both the general regulator, and the sector regulator for digital platforms, under the Scams Prevention Framework.
 - (b) The ACMA is an independent Commonwealth statutory authority established by section 6 of the *Australian Communications and Media Authority Act 2005* (ACMA Act). The ACMA is Australia's regulator for broadcasting and datacasting services, radiocommunications, telecommunication, spam, telemarketing and interactive gambling, and is anticipated to be the sector regulator for the telecommunication sector under the Scams Prevention Framework.
 - (c) eSafety is an independent Commonwealth statutory office established under the *Online Safety Act 2021* (Cth), responsible for promoting online safety.

- (d) The OAIC is an independent Commonwealth statutory agency established under the *Australian Information Commissioner Act 2010* (Cth), responsible for regulating privacy and freedom of information.
- 2.2. Each Member acknowledges that carrying out its respective roles relating to digital platforms and achieving the goals of DP-REG will require effective cooperation and information sharing between the Members, and each Member is committed to ensuring this occurs in accordance with their legal obligations.

3. Purpose and functions of this MoU

- 3.1. The purposes of this MoU are to:
- (a) guide and facilitate effective communication and information sharing between the Members, to the extent permitted by relevant legislation, and where aligned with DP-REG's strategic priorities, and
 - (b) enable enhanced collaboration between the Members, including on coordinated regulatory approaches in relation to emerging issues, risks and opportunities, or other matters of mutual interest relating to digital platforms.
- 3.2. The Members recognise the complex, dynamic and evolving nature of the digital platforms sector, and the broad range of activities that occur within it.
- 3.3. The Members also recognise that mutual cooperation, including through the sharing of knowledge and expertise, will contribute significantly to each Member's ability to effectively and efficiently discharge their respective functions relating to digital platforms and achieve DP-REG's goals (as set out in DP-REG's Terms of Reference).

4. Scope

- 4.1. This MoU does not affect any existing agreements and arrangements governing cooperation between any Members and does not prevent the Members from engaging bilaterally or outside of DP-REG on issues related or unrelated to digital platforms.
- 4.2. The MoU does not create binding legal, financial or other resource obligations on any Member.
- 4.3. The MoU is not intended to be exhaustive in relation to the subject matters within its scope. The Members may enter any other arrangements for cooperation and collaboration to the full extent permitted by the law.
- 4.4. The Members acknowledge that cooperation is subject to the legal, policy and operational limits on each Member, including in relation to confidentiality, secrecy and the collection, use and disclosure of information.

- 4.5. The Members recognise that each Member has its own priorities, legislative framework, obligations and tools which will guide the manner in which their regulatory functions can be performed.

5. Information sharing

- 5.1. Under this MoU, the Members may choose to share information when a Member is reasonably of the view that:
- (a) sharing information may:
 - i. assist another Member in performing its functions relating to the regulation of digital platforms; or
 - ii. otherwise assist in achieving the objectives of DP-REG;
 - (b) there are no legal constraints to sharing the information; and
 - (c) the potential recipient has agreed to receive the information or information of that nature.
- 5.2. The Members will engage regularly to identify new opportunities for information sharing to support DP-REG's goals and/or any Member's individual functions relating to digital platforms.
- 5.3. New requests for information may be made in writing to the relevant Member through its nominated liaison contact in the first instance, or where appropriate, to that Member's representative on the DP-REG Steering Committee.
- 5.4. Requests for information should identify:
- (a) the reason for the request and purpose/s for which the information will be used by the requesting Member, and
 - (b) to whom, if anyone, the documents and/or information may be disclosed by the requesting Member.
- 5.5. The provision of information will be subject to operational considerations and the legal obligations of each Member regarding the collection, use and disclosure of information, imposed by statute or otherwise.
- 5.6. At the time of disclosure, the providing Member will specify to the recipient Member the basis on which they are sharing the information (if relevant) and any relevant conditions, constraints or handling requirements, including any restrictions regarding on-disclosure. The providing Member will check with the potential recipient that they can accept the information on the proposed basis before the information is shared.

- 5.7. Where two or more Members have other agreements or arrangements that provide for information sharing, nothing in this MoU requires information to be shared under this MoU. The relevant Members may agree between themselves the agreement or arrangement under which the information is shared, provided it is in accordance with any relevant legal obligations or limitations.
- 5.8. A Member may exercise its discretion to decline a request for information, in whole or in part, for any reason, subject to any legal obligation to the contrary.
- 5.9. Each Member will take reasonable steps to protect the information received under this MoU from unauthorised access, use or disclosure, and to treat all confidential information appropriately.
- 5.10. Where information was shared by a Member subject to conditions, restrictions or handling requirements, the receiving Member will comply with those requirements, except where the law requires otherwise, or the providing Member has provided their prior written consent.
- 5.11. If information shared under this MoU becomes the subject of a subpoena, discovery/disclosure order, freedom of information request, question from a Senate Committee or other inquiry body, or another legal process requiring the disclosure of information, the recipient Member will notify the providing Member as soon as reasonably practicable, unless legal requirements or other circumstances make such a notification impermissible, inappropriate or impractical.
- 5.12. If information provided under this MoU becomes the subject of any unauthorised access, or inadvertent or unauthorised disclosure, the recipient Member will, as soon as reasonably practicable, notify the providing Member of the details of the incident, unless the law prevents them from doing so.

6. Collaboration

- 6.1. The areas of collaboration and information sharing under this MoU concern the common and related issues and activities involving digital platforms, and include (but are not limited to):
 - (a) progressing matters of mutual interest,
 - (b) enhancing the efficiency of information sharing, research, and stakeholder engagement, and
 - (c) exploring opportunities for coordination and joint action to improve regulatory coherence.

- 6.2. Where appropriate, each Member may consult the other Members on any matter that may be relevant to the carrying out by the other Members of their roles and responsibilities relating to digital platforms, and keep the other Members informed of the progress of those matters.
- 6.3. The Members will engage with each other through forums such as (but not limited to):
- (a) meetings between regulator heads,
 - (b) meetings between senior-level Steering Committee Members,
 - (c) dedicated DP-REG project and workstream meetings, and
 - (d) any other meetings as agreed between any of the Members or convened by the DP-REG Chair.
- 6.4. The Members may also facilitate their collaboration through any other appropriate arrangements, including (but not limited to):
- (a) provision of joint training, or an invitation to participate in training conducted or facilitated by a Member that may be relevant to other Members;
 - (b) temporary secondments and/or exchange of staff to facilitate a transfer of expertise and skills; and/or
 - (c) jointly developing material for publication and written communications with stakeholders on key matters of mutual interest, where agreed between any of the Members.
- 6.5. The Members may agree to establish processes applicable to any arrangement to collaborate (or share information), consistent with this MoU and any applicable DP-REG governance arrangements, as appropriate.

7. Liaison contact officer

- 7.1. Each Member will designate a liaison contact officer for this MoU to facilitate communication and sharing of information between the Members. However, this is not intended to prevent communication occurring between the Members through other staff members as the need arises.
- 7.2. Each Member may change its liaison contact officer at its discretion and will advise the other Members and the DP-REG Secretariat in writing before, or as soon as practicable after, any change.
- 7.3. The liaison contact officers at the time of signing this MoU are listed at **Appendix A**.

8. Dispute resolution

- 8.1. If there is a disagreement over any matter within the scope of this MoU, the Members will seek to resolve it at the liaison contact officer level. If this is not possible, each liaison contact officer will discuss the matter together with their direct managers, with a view to resolution.
- 8.2. As a last resort, any disagreement or matter will be referred to the Members' DP-REG Steering Committee Members or their respective nominees.

9. Review

- 9.1. The Members may review the operation of this MoU on a periodic basis and will consult with each other with a view to improving its operation where necessary.

10. Amendment

- 10.1. Any term of this MoU may be amended at any time with the mutual written consent of all Members. Any Member may in writing to the others request a variation of this MoU at any time. An amendment takes effect once all Members have provided written consent to the amendment.

11. Term of MoU

- 11.1. This MoU will take effect once it has been signed by an authorised representative of each Member (that is, on the date it is signed by the last Member to sign the document).
- 11.2. From its commencement, this MoU will remain in force for the duration of DP-REG's continued operation, unless terminated earlier in accordance with Section 12 - Termination and not continued by the remaining Members.
- 11.3. The term of this MoU may be extended for a further specified period by written agreement of all Members who remain a party to this MoU.

12. Termination

- 12.1. This MoU will terminate upon the commencement of any subsequent MoU agreed in writing between some or all of the Members that is intended to supersede this MoU.

- 12.2. Any Member may terminate their involvement in this MoU by giving 14 days written notice to the other Members' representatives on the DP-REG Steering Committee and liaison contact officers. The termination will take effect on the date that is 14 days after the notice is sent.
- 12.3. In such an event, this MoU shall remain in full force and effect as among the remaining Members.

13. Publication

- 13.1. The Members agree that this MoU may be published as each Member considers appropriate, including by placing it on the Member's website.

Appendix A–Liaison Contact Officers

- **ACCC Liaison Contact Officer**
General Manager, Digital Markets Branch
- **ACMA Liaison Contact Officer**
Manager of Disinformation and Platforms, Disinformation and Platforms Branch
- **eSafety Liaison Contact Officer**
General Manager, Regulatory Operations
- **OAIC Liaison Contact Officer**
General Manager, Regulatory Intelligence and Strategy Branch

The Parties have confirmed their commitment to this MOU as follows:

Signed for and on behalf of the Australian Competition and Consumer Commission by

Gina Cass-Gottlieb

Gina Cass-Gottlieb
Chair of the ACCC

Date: 28 May 2026

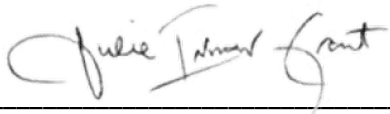
Signed for and on behalf of the Australian Communications and Media Authority by



Nerida O'Loughlin
Chair of the ACMA

Date: 1 June 2026

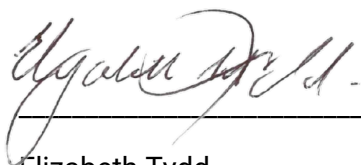
Signed for and on behalf of the eSafety Commissioner by



Julie Inman Grant
eSafety Commissioner

Date: 29 May 2026

Signed for and on behalf of the Office of the Australian Information Commissioner by



Elizabeth Tydd
Australian Information Commissioner

Date: 2 June 2026
