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## Chapter 1 : Communications Regulation (Amendment) Act

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Specific Regulations In Indonesia, as of the date of this publication there is no general law on data protection. However, there are certain regulations concerning the use of electronic data. The primary sources of the management of electronic information and transactions are Law No. However, a new draft Bill on the Protection of Private Personal Data the "Bill" is being discussed and to this date it has not been issued. Telecommunications Sector Article 40 of Law No. The regulations apply to both individuals and corporate data. Definitions Definition of personal data Reg. Definition of sensitive personal data Currently, there is no specific definition on sensitive personal data under the prevailing laws and regulations. Last modified 24 Jan Authority There is no national data protection authority for data privacy in general in Indonesia. However, please note that article 65 of Reg. An electronic system provider for public services must conduct registration, while an electronic system provider for non-public services may conduct registration, which suggests registration is not mandatory for an electronic system provider for non-public services. Electronic system providers for non-public services are not specifically defined under MOCI Reg 36, but in general other legal entities that are not related with government, such as private corporations, can be classified as electronic system providers for non-public services. Article 5 1 of Law No. Article 5 2 of Law No. Therefore, an electronic system provider for non-public services is also considered as public services pursuant to GR No. Consequently, all electronic system providers, whether for public services or non-public services, must conduct registration. Last modified 24 Jan There is no requirement in Indonesia for organisations to appoint a data protection officer. Furthermore, Article 7 1 of MOCI Regulation regulates that in obtaining and collecting Personal Data the electronic system provider must also be limited to the relevant and suitable information in accordance to its purpose and must be conducted accurately. Article 12 1 of MOCI Regulation also regulates that Personal Data can only be processed and analysed in accordance with the needs of the electronic system provider that have been stated clearly at the time the Personal Data is obtained and collected. The provider should also ensure that the obtaining, the consumption, and usage of Personal Data is based on the consent of the Personal Data owner, except if regulated otherwise [1]. Further the provider should ensure that the usage or disclosure of data is done based on the consent of Personal Data and is in line with the objectives as disclosed to the relevant owner at the time of obtaining the data [2] ; and the provider of the Electronic System is also obliged to provide audit track records of the Electronic System. Last modified 24 Jan Transfer Article 22 2 of Reg. Coordinate with the MOCI or the official or institution being authorized for such purpose; and Implement the laws and regulations regarding the transboundary exchange of Personal Data. Article 20 3 of Reg. Theprovisions of the notice are as follows:

## Chapter 2 : The Law of Public Communication, Update Edition : William E. Lee :

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Attorney-Client Privilege and Work Product; Limitations on Waiver The following provisions apply, in the circumstances set out, to disclosure of a communication or information covered by the attorney-client privilege or work-product protection. When the disclosure is made in a federal proceeding or to a federal office or agency and waives the attorney-client privilege or work-product protection, the waiver extends to an undisclosed communication or information in a federal or state proceeding only if: When made in a federal proceeding or to a federal office or agency, the disclosure does not operate as a waiver in a federal or state proceeding if: When the disclosure is made in a state proceeding and is not the subject of a state-court order concerning waiver, the disclosure does not operate as a waiver in a federal proceeding if the disclosure: A federal court may order that the privilege or protection is not waived by disclosure connected with the litigation pending before the court â€" in which event the disclosure is also not a waiver in any other federal or state proceeding. An agreement on the effect of disclosure in a federal proceeding is binding only on the parties to the agreement, unless it is incorporated into a court order. Notwithstanding Rules and , this rule applies to state proceedings and to federal court-annexed and federal court-mandated arbitration proceedings, in the circumstances set out in the rule. And notwithstanding Rule , this rule applies even if state law provides the rule of decision. This new rule has two major purposes: This concern is especially troubling in cases involving electronic discovery. City of Baltimore, F. The rule seeks to provide a predictable, uniform set of standards under which parties can determine the consequences of a disclosure of a communication or information covered by the attorney-client privilege or work-product protection. The rule makes no attempt to alter federal or state law on whether a communication or information is protected under the attorney-client privilege or work-product immunity as an initial matter. Moreover, while establishing some exceptions to waiver, the rule does not purport to supplant applicable waiver doctrine generally. The rule governs only certain waivers by disclosure. Other common-law waiver doctrines may result in a finding of waiver even where there is no disclosure of privileged information or work product. The rule is not intended to displace or modify federal common law concerning waiver of privilege or work product where no disclosure has been made. The rule provides that a voluntary disclosure in a federal proceeding or to a federal office or agency, if a waiver, generally results in a waiver only of the communication or information disclosed; a subject matter waiver of either privilege or work product is reserved for those unusual situations in which fairness requires a further disclosure of related, protected information, in order to prevent a selective and misleading presentation of evidence to the disadvantage of the adversary. Thus, subject matter waiver is limited to situations in which a party intentionally puts protected information into the litigation in a selective, misleading and unfair manner. It follows that an inadvertent disclosure of protected information can never result in a subject matter waiver. See Rule b. The rule rejects the result in In re Sealed Case, F. Under both Rules, a party that makes a selective, misleading presentation that is unfair to the adversary opens itself to a more complete and accurate presentation. To assure protection and predictability, the rule provides that if a disclosure is made at the federal level, the federal rule on subject matter waiver governs subsequent state court determinations on the scope of the waiver by that disclosure. Courts are in conflict over whether an inadvertent disclosure of a communication or information protected as privileged or work product constitutes a waiver. A few courts find that a disclosure must be intentional to be a waiver. Most courts find a waiver only if the disclosing party acted carelessly in disclosing the communication or information and failed to request its return in a timely manner. And a few courts hold that any inadvertent disclosure of a communication or information protected under the attorney-client privilege or as work product constitutes a waiver without regard to the protections taken to avoid such a disclosure. See generally Hopson v. The rule opts for the middle ground: This position is in accord with the majority view on whether inadvertent disclosure is a waiver. Cases such as Lois Sportswear, U. The stated factors none of which is dispositive are the reasonableness of precautions taken, the time taken

to rectify the error, the scope of discovery, the extent of disclosure and the overriding issue of fairness. The rule does not explicitly codify that test, because it is really a set of non-determinative guidelines that vary from case to case. The rule is flexible enough to accommodate any of those listed factors. The implementation of an efficient system of records management before litigation may also be relevant. The rule does not require the producing party to engage in a post-production review to determine whether any protected communication or information has been produced by mistake. But the rule does require the producing party to follow up on any obvious indications that a protected communication or information has been produced inadvertently. The rule applies to inadvertent disclosures made to a federal office or agency, including but not limited to an office or agency that is acting in the course of its regulatory, investigative or enforcement authority. The consequences of waiver, and the concomitant costs of pre-production privilege review, can be as great with respect to disclosures to offices and agencies as they are in litigation. Difficult questions can arise when 1 a disclosure of a communication or information protected by the attorney-client privilege or as work product is made in a state proceeding, 2 the communication or information is offered in a subsequent federal proceeding on the ground that the disclosure waived the privilege or protection, and 3 the state and federal laws are in conflict on the question of waiver. The Committee determined that the proper solution for the federal court is to apply the law that is most protective of privilege and work product. If the state law is more protective such as where the state law is that an inadvertent disclosure can never be a waiver , the holder of the privilege or protection may well have relied on that law when making the disclosure in the state proceeding. Moreover, applying a more restrictive federal law of waiver could impair the state objective of preserving the privilege or work-product protection for disclosures made in state proceedings. On the other hand, if the federal law is more protective, applying the state law of waiver to determine admissibility in federal court is likely to undermine the federal objective of limiting the costs of production. The rule does not address the enforceability of a state court confidentiality order in a federal proceeding, as that question is covered both by statutory law and principles of federalism and comity. See also Tucker v. Thus, a state court order finding no waiver in connection with a disclosure made in a state court proceeding is enforceable under existing law in subsequent federal proceedings. Confidentiality orders are becoming increasingly important in limiting the costs of privilege review and retention, especially in cases involving electronic discovery. But the utility of a confidentiality order in reducing discovery costs is substantially diminished if it provides no protection outside the particular litigation in which the order is entered. Parties are unlikely to be able to reduce the costs of pre-production review for privilege and work product if the consequence of disclosure is that the communications or information could be used by non-parties to the litigation. There is some dispute on whether a confidentiality order entered in one case is enforceable in other proceedings. The rule provides that when a confidentiality order governing the consequences of disclosure in that case is entered in a federal proceeding, its terms are enforceable against non-parties in any federal or state proceeding. The rule provides a party with a predictable protection from a court orderâ€”predictability that is needed to allow the party to plan in advance to limit the prohibitive costs of privilege and work product review and retention. Under the rule, a confidentiality order is enforceable whether or not it memorializes an agreement among the parties to the litigation. But subdivision d does not allow the federal court to enter an order determining the waiver effects of a separate disclosure of the same information in other proceedings, state or federal. If a disclosure has been made in a state proceeding and is not the subject of a state-court order on waiver , then subdivision d is inapplicable. Subdivision e codifies the well-established proposition that parties can enter an agreement to limit the effect of waiver by disclosure between or among them. Of course such an agreement can bind only the parties to the agreement. The rule makes clear that if parties want protection against non-parties from a finding of waiver by disclosure, the agreement must be made part of a court order. The protections against waiver provided by Rule must be applicable when protected communications or information disclosed in federal proceedings are subsequently offered in state proceedings. Otherwise the holders of protected communications and information, and their lawyers, could not rely on the protections provided by the Rule, and the goal of limiting costs in discovery would be substantially undermined. Rule f is intended to resolve any potential tension between the provisions of Rule that apply to state proceedings and the possible limitations on the applicability of the Federal Rules of

Evidence otherwise provided by Rules and  The rule is intended to apply in all federal court proceedings, including court-annexed and court-ordered arbitrations, without regard to any possible limitations of Rules and  This provision is not intended to raise an inference about the applicability of any other rule of evidence in arbitration proceedings more generally. The costs of discovery can be equally high for state and federal causes of action, and the rule seeks to limit those costs in all federal proceedings, regardless of whether the claim arises under state or federal law. Accordingly, the rule applies to state law causes of action brought in federal court. The operation of waiver by disclosure, as applied to other evidentiary privileges, remains a question of federal common law. Nor does the rule purport to apply to the Fifth Amendment privilege against compelled self-incrimination. See In re Cendant Corp. There is no intent to change any result in any ruling on evidence admissibility.

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## Chapter 3 : Communications law - Wikipedia

*The Law of Public Communication, Update Kent R. Middleton, University of Georgia. William E. Lee, University of Georgia. Focusing on the implications of the law for practitioners, this annually updated text examines legal issues affecting journalism, political and commercial speech, and electronic media.*

Short title and commencement. Different days may be appointed for different purposes or different provisions. E2 Power pursuant to section exercised  Amendment of section 2 of Principal Act interpretation. Repeal of section 9 and miscellaneous amendments to other enactments. The fact that those instruments are so amended does not preclude their subsequent amendment by the relevant instrument-making authority. Amendment of section 10 of Principal Act functions of Commission. Insertion into Principal Act of new sections 13A to 13E. Power of Minister to obtain information from Commission. Power of Minister to obtain information from undertaking. Power of Commission to obtain information from undertaking. Alternative procedure for enforcement of section 13C or 13D. Such an application is to be by motion. On being served with such a copy, the undertaking becomes the respondent to the application. The Court may not refuse interim or interlocutory relief merely because the Minister or Commission may not suffer damage if relief were not granted pending determination of the application. Insertion into Principal Act of new sections 24A to 24C. This subsection applies despite any other enactment or rule of common law to the contrary. Tortious liability of undertaking or associate for victimising whistleblower. Offence to make false disclosure. Amendment of section 30 of Principal Act levies and fees. Insertion into Principal Act of new sections 31A to 31C. Commission to prepare annual action plan. Commission to prepare annual financial forecast. Insertion into Principal Act of new Part 2A. Conduct of proceeding under this Part.

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