

**Follow-up Committee on Manipulation of
Sports competitions
(T-MC)**

Council of Europe Convention on the
Manipulation of Sports Competitions
(CETS No. 215)

COUNCIL OF EUROPE



CONSEIL DE L'EUROPE

Strasbourg, 23 September 2024

T-MC(2024)6

Follow-up Committee on the Manipulation of sports competitions

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Data Exchange Agreement between public authorities

Strictly confidential

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DRAFT STANDARD CONTRACTUAL CLAUSES

DATA EXCHANGE AND TRANSFER

BETWEEN

On the one hand,

The Regulatory Authority responsible for implementing the regulation of sports betting and combating the manipulation of sporting competitions in connection with sports betting,

And secondly

The Public Authorities of the State / or those of the sporting circles designated by the Party which, in that Party's legal system, are responsible for implementing the regulation of sports betting and applying the relevant measures to combat the manipulation of sporting competitions in connection with sports betting, and which belong to the National Platform (NOM) or which perform comparable tasks.

I. Introduction

As part of the work carried out by the Data Protection Working Group, the Group wanted to extend the scope of data exchanges covered by the Standard Contractual Clauses.

To this end, the present draft provides a framework for exchanges between the Regulatory Authority responsible for implementing the regulation of sports betting and combating the manipulation of sports competitions in connection with sports betting, on the one hand, and the State Public Authorities, or those in the sports world, designated by the Party, on the other.

In that Party's legal system, these authorities are responsible for implementing the regulation of sports betting and applying the relevant measures to combat the manipulation of sports competitions in connection with sports betting.

These entities belong to the National Platform (NOM) or perform comparable tasks.

This draft has been drawn up on the basis of existing agreements on the fight against money laundering as well as certain national texts governing these exchanges. It also incorporates the model Standard Contractual Clauses established by the T-PD of Convention 108+ (T-PD(2022)1rev10FINAL).

II. Data exchange agreement

The undersigned:

[Name of the Regulatory Authority] which is the authority designated by the Party which, in the legal order of that Party, is responsible for implementing the regulation of sports betting and applying the relevant measures to combat the manipulation of sports competitions in connection with sports betting, including, where appropriate, through the timely exchange of information with other competent authorities or the national platform on illegal, atypical or suspicious sports betting as well as on breaches of regulations as referred to or established in accordance with the Macolin Convention.

And

[Name of the Public Authority] which are the responsible state and sports authorities designated by the Party which, in that Party's legal system, are responsible for implementing the regulation of sports betting and applying the relevant measures to combat the manipulation of sports competitions in connection with sports betting, and which belong to the National Platform (NAME) or have comparable tasks;

PREAMBLE

- The member States of the Council of Europe and the other signatories have undertaken to abide by the Council of Europe Convention on the Manipulation of Sports Competitions (hereinafter referred to as the Macolin Convention) in order to combat the manipulation of sports competitions with the aim of protecting the integrity of sport and sporting ethics in accordance with the principles of the autonomy of sport [Article 1, paragraph 1].
- The aim of the Macolin Convention is to prevent, detect and punish national or transnational manipulation of national and international sporting competitions and to promote national and international cooperation against the manipulation of sporting competitions, between the public authorities concerned and with organisations involved in sport and sports betting (Macolin Convention article 1^{er}).

- By "public authorities", the Macolin Convention means "in particular the legislature, the judiciary, the police, the authorities responsible for regulating sports betting, the government bodies responsible for sport, the authorities responsible for the protection of personal data and local authorities". This broad definition does not imply that each of the public authorities concerned in one way or another by a provision of this agreement is systematically covered by all references to public authorities. The definition of the relevant or competent public authorities referred to in subsequent articles must take account of the nature of the task and the legal mandate of the authorities. Organisations involved in sport" refers primarily to sports organisations and competition organisers, but may cover spectators' associations or players' organisations, organisations promoting sports ethics or good governance of sport and their fraud detection systems. The category "organisations involved in sports betting" includes public or private operators authorised to provide betting services, but may include umbrella organisations of operators (e.g. lotteries or commercial gaming operators) and their fraud detection systems (Explanatory Report, paragraph 39).
- The Macolin Convention encourages dialogue and cooperation between public authorities, sports organisations, competition organisers and sports betting operators at national and international level with a view to finding effective joint responses to the challenges posed by the problem of the manipulation of sporting competitions; (p. 2 of the recitals)
- The Macolin Convention recognises that the fight against the manipulation of sporting competitions requires substantial exchanges of information on a variety of issues between the relevant public authorities, including law enforcement and judicial authorities, sports organisations, competition organisers, sports betting operators and national platforms.
- Each Party undertakes to facilitate at national and international level, and in accordance with its domestic legislation, the exchange of information between public authorities, sports organisations, competition organisers, relevant sports betting operators and national platforms in compliance with their domestic legislation and in accordance with Articles 11 and 14 of Convention 108+. In particular, standards relating to data protection and the confidentiality of investigations will have to be taken into account (Point 112 of the explanatory report on the Macolin Convention);
- The Macolin Convention requires Parties, in accordance with the law, to offer the widest possible assistance to other Parties and to the organisations concerned, by permitting spontaneous exchanges of information where there are reasonable grounds for believing that offences or breaches of the law have been committed and by communicating, on request, any necessary information to the national, foreign or international authority or organisation (point 112 of the Explanatory Report) ;
- Each Party undertakes to put in place mechanisms for the communication of relevant information, including the provision to competition organisers of advance information on the types and purpose of betting offers, where such information is likely to assist in carrying out a risk assessment and in initiating and carrying out investigations or prosecutions concerning the manipulation of sporting competitions.
- The Macolin Convention recognises that sports organisations, in accordance with the principle of the autonomy of sport, are responsible for sport and are endowed with responsibilities in terms of self-regulation and disciplinary sanctions in the fight against the manipulation of sporting competitions, but that the public authorities, as far as necessary, protect the integrity of sport (page 2 of the Recitals);
- The Parties recognise that they will have to process personal data, including sensitive data within the meaning of Articles 2 and 6 of Convention 108+, in the exercise of the public authority vested in them and in the performance of the resulting mandate, and that they will have to ensure effective international cooperation between the authorities acting in accordance with their duties under the applicable laws, with a view to preventing, detecting and punishing national or transnational manipulation of sporting competitions.

- The Parties will only share information relating to this data exchange agreement in accordance with international law, including, but not limited to, modernised Convention 108, and applicable national law. Only data that is relevant to the specific case, proportionate and necessary to combat the manipulation of sport shall be shared.

The Parties have reached the following agreement:

Article 1 – Purpose of this agreement

1.1 The Parties agree to set up a system for the exchange of data and information relating to the fight against the manipulation of sporting competitions in conjunction with the national platform dedicated to the coordination of the fight against the manipulation of sporting competitions or with services that carry out comparable tasks.

1.2 These Clauses are limited to exchanges and transfers of personal data between the Parties in their capacity as Public Authorities within the meaning of the Macolin Convention and the Regulatory Authorities.

1.3 This system makes it possible to gather, collate and share information and documents useful in the fight against the manipulation of sporting competitions in order to issue alerts and detect the manipulation of sporting competitions linked to sports betting.

1.4 It also promotes cooperation with the national and international players concerned through the exchange of data and information.

1.5 The Parties are each individually responsible for processing the personal data they collect and exchange.

1.6 The Parties undertake to put in place appropriate safeguards for the processing of such personal data, in accordance with applicable national law and international law, including Convention 108+, in the exercise of their respective regulatory mandates and responsibilities.

1.7 The Parties confirm that they can and will act in accordance with these Clauses and that they have no reason to believe that applicable legal requirements prevent them from doing so.

1.8 These Clauses are intended to complement any existing exchange of information protocols between the Parties and to be applicable in different contexts, in particular in the case of information that may be exchanged for control or law enforcement purposes.

1.9 These Clauses are specifically intended to provide safeguards for transfers of personal data, but they are not the only means by which personal data may be transferred and a Party is not precluded from transferring personal data under any other relevant text, for example under an applicable adequacy decision.

1.10 The Parties undertake to implement, in their respective territories, data protection safeguards in accordance with applicable legal requirements, in particular concerning the effective rights of data subjects. However, this Arrangement does not create any legally binding obligation, confer any legally binding right or replace national law.

Article 2 – Definitions

The following Definitions apply to these Contractual Clauses.

Supervisory authority: the competent data protection authority (DPA) which supervises compliance with applicable data protection legislation.

Data Exchange Agreement: this agreement and its annexes between the Parties concerning the fight against the manipulation of sporting competitions.

Personal data means any information relating to an identified or identifiable natural person ("data subject") who can be identified, directly or indirectly, in particular by reference to an identification number, location data, an online identifier or one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity.

Special categories of data: genetic data, personal data relating to offences, criminal proceedings and convictions and related security measures, biometric data uniquely identifying an individual, personal data revealing racial or ethnic origin, political opinions, trade-union membership, religious or other beliefs, health or sex life.

Data Exchange Agreement: this agreement and its annexes between the Parties concerning the fight against the manipulation of sporting competitions.

Confidential Information: any form of confidential information, expertise, data or procedure shared between the Parties under this Data Exchange Agreement.

"Insider information" means any information relating to a competition held by a person by virtue of his or her position in relation to a sport or competition, but does not include information that has already been published or is public knowledge, that is readily available to an interested public or that is disclosed in accordance with the guidelines and regulations governing the competition in question.

Data processing means any operation or set of operations performed on personal data, such as collecting, recording, storing, keeping, modifying, retrieving, communicating, making available, erasing or destroying data, or applying logical and/or arithmetic operations to such data.

In the absence of automated processing, "data processing" means an operation or set of operations performed on personal data as part of a structured set of such data, accessible or retrievable according to specific criteria.

Applicable law means the data protection law in force applicable to each Party.

Controller means the natural or legal person, public authority, department, agency or any other body which, alone or jointly with others, has decision-making powers with regard to the processing of data.

Recipient means a natural or legal person, a public authority, a service, an agency or any other body to whom data is communicated or to whom data is made accessible.

Data Exporter means the controller located within the jurisdiction of a State party to Convention 108+ who transfers personal data to a Data Importer.

Data Importer: the Controller to whom the Data Exporter transfers personal data and who is located in a third country to Convention 108+.

Third State: State which has not ratified Convention 108+ or in which it is not fully in force (article 26.3 of Convention 108+).

Public interest: Article 11 of Convention 108+ provides that each Party to this Convention may provide by law, and only to the extent that it is necessary and proportionate in a democratic society for that purpose, for exceptions to Article 4 paragraph 3, Article 14 paragraphs 5 and 6 and Article 15 paragraph 2 subparagraphs a, b, c and d. No exceptions to the provisions of Chapter II are permitted, except for a limited number of them (Article 5 (4), Article 7 (2), Article 8 (1) and Article 9), provided that they are prescribed by law, respect the essence of fundamental rights and freedoms and are necessary in a democratic society on the grounds listed in Article 11 (1) (a) and (b) (Explanatory Report §91 et seq. Convention 108+).

A measure that is "necessary in a democratic society" must pursue a legitimate aim and therefore meet a pressing social need that cannot be achieved by less intrusive means. In addition, it must be proportionate to the legitimate aim pursued and the reasons put forward by the national authorities to justify it must be relevant and adequate. Finally, it must be established by an accessible and foreseeable law which must be sufficiently detailed.

Third party: a natural or legal person, a public authority, an agency or any other body which is not a Party to these Clauses but to which personal data is subsequently transferred by the Data Importer, located in the same jurisdiction or in a different jurisdiction from that of the Data Importer;

Third party beneficiary: the data subject whose personal data is transferred in application of these Clauses.

Processor means a natural or legal person, public authority, department, agency or any other body which processes personal data on behalf of and in accordance with the instructions of the controller.

Data subject: the natural person to whom the personal data processed relates.

For the purposes of this agreement, the persons concerned are the participants in the competition within the meaning of Article 3-6 a)b)c) of the Macolin Convention on the one hand and the players and bettors on the other.

Profiling means the automated processing of personal data in order to assess certain personal aspects relating to an individual.

Professional secrecy means the general legal obligation imposed on a Party not to disclose non-public information received in an official capacity. Non-compliance with professional secrecy, as established by a court decision that has become final, shall result in the automatic termination of the duties of the person concerned.

Transfers: the disclosure or making available of personal data to a recipient subject to the jurisdiction of a State that is not a party to the Convention.

Onward transfer: the transfer of personal data by a Data Importer to another Controller or Processor located in the same or a different jurisdiction.

Data breach: any accidental or unauthorised access to personal data, its destruction, loss, use, modification or disclosure in breach of the principle of data security as defined in Article 7 of Convention 108+.

Rights of the person concerned conferred by Convention 108+: Convention 108+ confers the following rights on the person concerned:

"Right not to be subject to decisions based on automated processing, including profiling" means the right of the data subject not to be subject to legal decisions relating to him or her which are taken solely on the basis of automated processing;

"Right of access" means the right of the data subject to obtain from an authority confirmation as to whether or not personal data relating to him are being processed and, where such data are being processed, access to them in an intelligible form, as well as any information which the controller is required to provide in the context of the transparency of processing in accordance with Article 8(1)

"Right to erasure" means the right of the data subject to obtain from an authority the erasure of his or her personal data when such data are no longer necessary for the purposes for which they were collected or processed or when they have been unlawfully collected or processed;

If a national text so provides, this right does not apply when the processing is carried out in the exercise of a task carried out in the public interest (article 11 of Convention 108+).

"Right to information" means the right of the data subject to receive information on the processing of personal data concerning him in a concise, transparent, comprehensible and easily accessible manner;

"Right to object" means the right of the data subject to object at any time, on grounds relating to his or her particular situation, to the processing of personal data concerning him or her by an authority, except where there are overriding legitimate grounds for the processing which take precedence over the grounds invoked by the data subject or for the establishment, exercise or defence of legal claims.

If a national text so provides, this right does not apply when the processing is carried out in the exercise of a task carried out in the public interest (article 11 of Convention 108+).

"right of rectification" means the data subject's right to have his or her personal data rectified or supplemented by an authority as soon as possible or to have them erased if they have been processed in breach of Convention 108+ ;

"right to restrict processing" means the right of the data subject to restrict the processing of personal data relating to him or her where the data are inaccurate, the processing is unlawful, the authority no longer needs the data for the purposes for which they were collected or the data cannot be deleted.

Article 3 - Interpretation and relationship with other agreements

Where terms defined in the Convention 108+ are used in these Clauses, they shall have the same meaning as in the Convention unless they have a specific meaning. These Clauses shall be read and interpreted in the light of the provisions of Convention 108+ and its explanatory report.

The present Clauses shall not be interpreted in a manner contrary to the rights and obligations provided for in Convention 108+ and transcribed into the applicable law. If the meaning of the Clauses is not clear or if there is more than one meaning, the one that best corresponds to Convention 108+ shall apply.

In the event of any inconsistency between these Clauses and the provisions of related agreements between the Parties in force at the time these Clauses are agreed or subsequently entered into, these Clauses shall prevail. An exception exists where the conflicting terms in the relevant agreement offer the relevant Person greater protection, in which case those terms shall prevail over these Clauses.

SECTION I - SAFEGUARDS FOR THE PROTECTION OF PERSONAL DATA: RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 4 - Purpose limitation

Under the terms of this agreement, the Public Authorities, within the meaning of the Macolin Convention, designated by the texts of each Party and concerned with the prevention, detection or repression of manipulation of sporting competitions are authorised to exchange and transfer personal data between themselves in support of their responsibilities. The data and information shall not be transferred for any other purpose.

In the case of transfers, the "Exporting" Party will transfer personal data only for the legitimate and specific purpose of assisting the receiving authority in fulfilling its mandate and regulatory responsibilities.

The "Importer" Party shall not further process personal data in a manner incompatible with these purposes, nor with the purpose that may be indicated in any request for information.

Article 5 - Data quality and proportionality

1-The "Exporter" Party will only transfer personal data that is adequate, relevant and limited to what is necessary for the purposes for which it is transferred and further processed.

2-The "Importing" Party shall ensure that, to the best of its knowledge, the personal data it transfers are accurate and, where necessary, up to date. Where an authority becomes aware that personal data which it has transferred to another authority or received from another authority is inaccurate, it shall inform that authority of the inaccuracy of the data.

Taking into account the purposes for which the personal data is transferred and further processed, the Parties will complete, delete, block, correct or otherwise rectify the personal data as necessary.

Data recipients assume responsibility for any action taken at national level on the basis of the data they have received and must take appropriate steps to ensure that the data received is regularly updated.

The information and data that the Parties exchange pursuant to these Clauses may be used by each of them within the scope of their respective missions. They shall inform each other of the use made of such data, unless domestic law restricts such information.

3- The Parties may also exchange sensitive data relating to the prosecution or criminal and administrative sanctions of the persons concerned, as well as personal data enabling the behaviour of the persons concerned in relation to sports betting to be assessed;

Article 6 - Nature of data exchanged and recipients

Within the framework of this agreement, and if the fight against the manipulation of sporting competitions and the prosecution of this offence so require, the Regulatory Authority may transmit:

1- the Public Authorities representing the State concerned, i.e. the representatives of the Ministry of Justice, the Ministry of the Interior, the Ministry of Finance and the Ministry of Sport,

a) With regard to the participants in the competition, data relating to the identification of individuals, in particular their first and last names, and indirectly the identity of the sports team concerned;

b) Concerning gamblers and punters:

- data relating to the identity of the player or punter: surname, first name ;
- The player's or punter's contact details: postal address and e-mail address,
- data relating to the player's or punter's bank details: details of the payment account to which the player's or punter's winnings or assets are paid;
- data relating to the sporting competition on which the bet is based,
- data relating to atypical and suspicious bets: the date, time, amount and object of the atypical or suspicious bets observed, the circumstances making the bet atypical or suspicious;

2-It may also, after consultation with the relevant State Public Authorities mentioned in 1 above, transmit all or part of the same data to the Authorities representing the sporting world which belong to the national platform or which carry out comparable tasks, namely:

- the National Olympic Committee, the national association of professional sports leagues, representatives of sports federations, sports referees and judges, online gaming or betting operators.
- The members of the platforms set up by the Parties and representing, in particular, the sporting world, online gaming or betting operators, professional sports league associations and the representative of sports referees and judges.
- the national players determined by the Party concerned with regard to the prevention, detection and repression of manipulation of sporting competitions,
- the international players involved in preventing, detecting and punishing the manipulation of sporting competitions.

3-When exchanging the same data and the documents and information mentioned above with national players determined by the Party concerned in the prevention, detection and repression of manipulation of sporting competitions or with international players, the Regulatory Authority shall first conclude an agreement guaranteeing the confidentiality of such information or documents.

4- The transmission of data to foreign gambling authorities is only possible under the following conditions:

- the authority only uses this information in the context of an administrative procedure relating to gambling
- She is bound by secrecy,
- It will not pass on this information to third parties or will do so only with the consent of the data exporter;
- This information is necessary for the enforcement of gambling legislation and does not contain any manufacturing or business secrets.
- It may refrain from collaborating if reciprocity is not guaranteed.

Article 7 - Technical terms of data exchange and transfer

The Parties shall exchange with each other the data necessary for the performance of their duties upon request or as soon as they have sufficient grounds for suspecting manipulation of sporting competitions.

Exchanges may be carried out at the request of a Party. This request must be justified and an appropriate deadline set for a response.

The Parties may also spontaneously exchange any data they consider necessary for the performance of their respective duties.

Data transmissions are based on notices . They may also be transmitted by courier in accordance with these Clauses and the principles of Convention 108+. They may only be recorded by the Importer with the agreement of the Exporting Party.

Exceptionally, messages may be sent to expressly authorised persons as part of specific projects or initiatives. These messages must comply with the principles set out in Convention 108+.

Article 8 - Transparency

In order to enable the persons concerned to exercise their rights effectively, each Party shall provide general information to the persons concerned in accordance with the procedures laid down in Article 8 of Convention 108+.

The Party must specify in particular :

- how and why it may process, transmit and transfer personal data;
- the type of entities to which this data may be transmitted or transferred;
- the rights conferred on data subjects by virtue of the applicable legal requirements, including how to exercise these rights;
- the necessary information on any delays or limitations applicable to the exercise of these rights, including limitations applicable to cross-border transfers of personal data pursuant to Article 14 of Convention 108+;
- the contact details of the person to whom a dispute or complaint can be submitted.

Each Party will provide this information by publishing this information and the Standard Contractual Clauses on its website. If required by applicable national law, they may at the same time provide an individual information notice to any person concerned in accordance with the applicable legal framework.

The Data Importer shall provide them with this information free of charge, either directly or via the Data Exporter.

Where Personal Data is not collected from Data Subjects, the Data Importer shall not be obliged to provide such information to the Data Subject or the Data Exporter where processing is expressly provided for by law, or where this proves impossible or involves disproportionate effort. In the latter case, the Data Importer must, as far as possible, make the information public.

Article 9 - Security and confidentiality

9-1 Secure computer system. Data is exchanged via a secure computer system.

Each Party to the contract shall implement the necessary security functions, adapted to the risk of the processing, in order to protect personal data transferred to it against accidental or unlawful access, destruction, loss, alteration or unauthorised disclosure.

To this end, each Party to the contract must ensure that it takes into account the latest security methods and techniques as well as the degree of vulnerability of the technical architecture used.

Security measures must be regularly updated to take account of technological developments in relation to the risk of processing.

9-2-Security and confidentiality. Each Party shall implement appropriate security measures and administrative, technical and physical measures, in particular : affixing a notice on the information to indicate that it is personal data, limiting access to personal data to authorised persons only, traceability of exchanges of information, secure storage of such data or the implementation of policies designed to guarantee its security and confidentiality, as well as the implementation of a confidentiality policy for employees which must be demonstrable at the request of either Party.

The Parties shall immediately notify each other of any request for review, disclosure or retrieval or communication of Personal Data in breach of the confidentiality obligation in this section, unless they are under a legal obligation to disclose Confidential Information to third parties and the scope of that legal obligation prevents such notification.

9-3- Special categories of data or sensitive data. When the transfer of data concerns special categories of data, the data importer implements appropriate additional safeguards to prevent the risks that the processing may present to the interests, rights and fundamental freedoms of the data subject, in particular the risk of discrimination.

9-4- Breach of personal data . If a personal data breach occurs with regard to the processing of personal data under this data exchange agreement, the Parties, in accordance with Article 7, paragraph 2, of Convention 108 +, must notify each other as soon as possible and at the latest within 48 hours of its discovery. This notification must be made to the Privacy Officer and/or the Data Protection Officer (DPO) and/or the Information Security Officer (ISO) of the other party.

The Parties must immediately implement all measures to remedy the security failures that led to the breach and limit its consequences.

The Parties must keep each other informed of the progress made in dealing with the personal data breach.

The Parties are independently responsible for reporting the personal data breach to the data subject(s) and to the Supervisory Authority if necessary and in accordance with applicable data protection laws.

SECTION II - GUARANTEES RELATING TO THE RIGHTS OF THE DATA SUBJECT

Article 10 - Rights of individuals

These rights apply to the exchanges and transfers of data provided for in these Clauses unless an exception is provided for by the applicable law of the "Exporting" Authority, in accordance with Article 11 of Convention 108+ and relating to the right to object and the right to erasure.

The Parties shall apply the necessary safeguards to personal data transferred under this arrangement in accordance with applicable national law and international texts, in particular Convention 108+.

In accordance with their obligation to provide information, they will provide the necessary information on these data transfers and exchanges, in particular on their website (see article 8).

Each Party may use automated means to fulfil its mandate more effectively. However, no Authority shall make a legal decision about a data subject based solely on automated processing of personal data, including profiling, without human intervention.

Article 11 - Data transfers

1- The Parties may only communicate data to a foreign public authority if the legislation of the State in which it resides provides an adequate level of data protection.

2- The Parties shall take the necessary steps to ensure that where Personal Data is transferred outside the European Economic Area, safeguards such as standard contractual clauses or binding corporate rules are in place to ensure that the Personal Data is protected in the same manner as under the modernised Convention 108.

They must be able to provide proof of the measures taken to the competent supervisory authority.

3-The Parties must put in place appropriate security measures to guarantee the security and confidentiality of data when implementing transfers of Personal Data. Specific security measures must be taken when transferring so-called sensitive data within the meaning of Article 6 of Convention 108+ .

Article 12 - Subsequent transfers and exchanges of personal data

12.1 Onward transfers of personal data. A Party that receives personal data under these Contractual Clauses will only transfer such data to a third party if the Exporting Party gives its prior written consent and the third party provides assurances that which are consistent with the warranties set out in these Clauses.

12.2 Subsequent exchanges of personal data

1-The Party receiving personal data under these Clauses shall only share such data if the transmitting authority has given prior written consent and if the third party provides appropriate assurances that are in line with the safeguards set out in this arrangement.

2-Where the third party is unable to give the assurances referred to in the first paragraph, the personal data may be communicated to it exceptionally if the exchange is carried out for important reasons of public interest recognised as such in the applicable law of the territory of the receiving Party and, if necessary, by virtue of the applicable legal requirements, or if this exchange is necessary to establish, exercise or defend legal claims.

3-Where the purpose of the exchange of personal data is to take measures of a civil or administrative nature, to provide assistance in relation to the enforcement of surveillance activities, to provide assistance in connection with criminal proceedings, or to conduct an investigation , the receiving Party may exchange personal data with third parties (such as public bodies, private companies, etc.). courts, self-regulatory bodies and participants in enforcement actions) without seeking the consent of the transmitting authority or obtaining assurances, if the exchange is carried out for purposes compatible with the purpose for which the data were originally collected transferred or with the general framework of the use indicated in the request, and if it is necessary in order to that the receiving authority and/or the third party fulfil their mandate and responsibilities.

4-The receiving Party may not exchange personal data with a third party without seeking the consent of the transmitting authority or obtaining assurances, if the exchange of such data is in response to a request from legally enforceable or is required by law. The receiving Party shall give prior notice to the transmitting authority will provide information on the data requested, the body and the legal basis for the exchange. The receiving Party shall ensure that the exchange of personal data received under this arrangement.

Article 13 - Limited data retention period

The Parties undertake to keep personal data for no longer than is necessary and appropriate for the purpose for which it is processed. This retention period must comply with the applicable laws governing the retention of such data in the territory of the receiving Party.

For the purposes of these Clauses :

The data is kept for a maximum of 6 years from the date it is deposited on the secure computer system.

OR :

"If the suspicion of "match-fixing" OR "competition manipulation" proves to be unfounded, the data must be deleted immediately by the recipient, who must inform the other party".

Article 14 - Appeals

Each Party acknowledges that a data subject who believes that a Party is not complying with the safeguards set forth in these Clauses, or who believes that his or her personal data has been breached, may seek recourse against that Party to the extent permitted by applicable legal requirements. Such recourse may be exercised before any competent body, including a court, in accordance with the applicable legal requirements of the jurisdiction where the alleged breach of the warranties set out in these Clauses occurred.

The Parties shall inform each other of any such dispute or claim and shall use their best endeavours to settle it amicably in a timely manner.

Where an "exporting" Party considers that a receiving Party has not acted in accordance with the safeguards set out in these Clauses, that Party may suspend the transfer of personal data made pursuant to these Clauses until it considers that the matter has been satisfactorily dealt with by the receiving authority, and shall inform the data subject accordingly.

Article 15 - Control authority

The supervisory authority responsible for ensuring that the Data Exporter complies with the provisions relating to the transfer is competent.

The Importing Party shall submit to the jurisdiction of the competent supervisory authority and cooperate with it in any proceedings to ensure compliance with these Clauses.

Article 16 - Return or deletion of personal data

After the end of these Clauses, the parties must return personal data to each other if necessary.

OR :

The Parties shall destroy all remaining Personal Data after the expiry of the statutory or other retention period.

Article 17 - Revision and termination

The Parties may periodically review the implementation of these Clauses and consult each other with a view to improving them and resolving any difficulties of interpretation that may arise in the event of a significant change in the laws, regulations or practices affecting their operation.

After **X** years of implementation, the Parties will draw up a joint document reviewing the agreement and setting out its future development.

A Party may at any time cease to participate in these Clauses with respect to one or more other authorities. Personal data already transferred under these Clauses will continue to be processed in accordance with the safeguards set out in this arrangement.

Article 18 - Publication

These Contractual Clauses are published on the website of each of the Parties.

APPENDICES

Appendix 1 Information on the transfer

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this respect, to determine the respective role(s) of the Parties as Data Exporter(s) and/or Data Importer(s). This does not necessarily require separate schedules to be completed and signed for each Transfer/Category of Transfers and/or contractual relationship, where such transparency can be achieved through a set of schedules. However, where necessary to ensure sufficient clarity, separate sets of schedules should be used.

Description of the transfer :

- Categories of Data Subjects whose data is transferred;
- Categories of Personal Data transferred;
- The particular categories of data transferred (if any) and the restrictions or safeguards applied, which take full account of the nature of the data and the risks involved, such as, for example, a strict purpose limitation, a legal basis for the processing (e.g.: the explicit consent of the Data Subject), restrictions on access (including access only for staff who have received specific training), restrictions on further disclosure, retention of data sharing records, retention of personal data (e.g.: the explicit consent of the Data Subject), restrictions on the use of the Data Subject's personal data (e.g. (e.g.: the explicit consent of the Data Subject), access restrictions (including access only for staff who have received specific training), restrictions on further disclosure, retention of data sharing records, restrictions on further Transfers, specific organisational or technical security measures (e.g.: data encryption, pseudonymisation) or additional security measures;
- The frequency of Data Transfers (for example, whether data is transferred once or continuously);
- The nature of the Treatment ;
- The purpose(s) of the Transfer and further processing of the data ;
- The period for which Personal Data will be retained and, where this is not possible, the criteria for determining this period;

Annex 2 Signature form

[Deadline: start date [DD/MM/YYYY] - end date [DD/MM/YYYY]].

Data Exporter contact details

Contact person (full name, job title, contact details including post) :

Data Importer details Full company name

Contact person (full name, job title, contact details including post) :

By the signature of their authorised representatives, the Data Exporter and the Data Importer agree to be bound by these Standard Contractual Clauses (hereinafter "the Clauses").

Signed for and on behalf of the data exporter Signature: Date signed [DD/MM/YYYY] Full name: Job title :

Signed for and on behalf of the data importer Signature: Date signed [DD/MM/YYYY] Full name: Job title :

Annex 3 Safety measures

[This annex must be completed and updated by the Data Importer. Technical and organisational measures must be described in specific (not generic) terms.

It must be clearly indicated which measures apply to each transfer/set of transfers] [Examples of possible measures:

Pseudonymisation and encryption of personal data

Measures to ensure the continued confidentiality, integrity, availability and robustness of processing systems and services

Measures to ensure that the availability of Personal Data and access to it can be restored rapidly in the event of physical or technical incidents.

Procedures for regularly testing, measuring and evaluating the effectiveness of technical and organisational measures to guarantee the security of Processing.

Identification and authorisation measures Measures to protect Personal Data during transmission

Measures to protect personal data during storage

Measures to ensure the physical security of the premises where Personal Data is processed

Measures to record events

System configuration measures, including default configuration

Governance and management measures for internal IT and IT security

Process and product certification/assurance measures

Measures to ensure data minimisation Measures to ensure data quality

Measures to limit data retention

Measures to ensure accountability Measures to ensure data portability and guarantee erasure