

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

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



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Follow-up Committee on the Manipulation of sports competitions

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

Data Exchange Agreement between sports organisations and the regulatory authorities

Strictly confidential

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DRAFT STANDARD CONTRACTUAL CLAUSES

DATA EXCHANGE AND TRANSFER

Between

on the one hand

Sports organisations

And secondly

The Authorities 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,

on the other hand

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 sports organisations within the meaning of Article 3-2 of the Macolin Convention, as set out in point 48 of the Explanatory Report, and the "regulatory authorities" as defined by the Macolin Convention, in Article 9 and points 95 et seq. of the Explanatory Report.

This draft has been drawn up on the basis of existing agreements in the financial and money laundering fields, as well as the Interpol Data Protection Rules. 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:

1. [name (national) Sports Organisation], having its registered office in [town], [duly represented by its director(s), [name(s)], hereinafter referred to as "[name of governing body]]",

And

2. [the Authorities, Ministries and State departments responsible for regulating the fight against the manipulation of sports competitions], hereinafter referred to as the Regulatory Authority]',

hereinafter jointly referred to as the **Parties**

PREAMBLE

- [Name of the Regulatory Authority] which is the authority, ministry or department of the State or the responsible authorities designated by the Party which, in the legal order of that Party, 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, including, where appropriate, the timely exchange of information with other competent authorities or the national platform on illegal, atypical or suspicious sports betting as well as on violations of regulations as mentioned or established pursuant to this Convention.(Article 9 of the Macolin Convention and points 95 et seq. of the Explanatory Report).
- [Name of the Sports Organisation) which is any organisation governing sport or a particular sport, and which appears on the list adopted by the Monitoring Committee of the Macolin Convention, in accordance with Article 31.2, as well as the continental and national organisations affiliated to it, where applicable. [Article 3 (2) of the Macolin Convention] . The Macolin Convention considers that national sports federations are part of sports organisations - point 48 of the explanatory report-.
- 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 in order to protect the integrity of sport and the ethics of sport in accordance with the principles of the autonomy of sport; [Article 1, paragraph 1].
- One of the main objectives of the Macolin Convention is to prevent, detect and punish national or transnational manipulation of national and international sports competitions; [Article 1, paragraph 2 bis)].

- The Macolin Convention encourages each Party, within its jurisdiction, to encourage sports organisations, competition organisers and sports betting operators to cooperate in the fight against the manipulation of sports competitions and, where appropriate, instructs them to implement the provisions of this Convention which concern them respectively (Article 4-2 of the Macolin Convention) ;
- 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 sports competitions; [p. 2 of the recitals].
- 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 accordance with their domestic legislation. In particular, standards relating to data protection and the confidentiality of investigations must be taken into account when information is exchanged (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 sports competitions.
- The Macolin Convention recognises that sports organisations, in accordance with the principle of the autonomy of sport, are responsible for sport and have responsibilities in terms of self-regulation and disciplinary sanctions in the fight against the manipulation of sports competitions, but that the public authorities, as far as necessary, protect the integrity of sport (page 2 of the Recitals);
- The Macolin Convention considers that sports organisations may identify, analyse and assess the risks associated with the manipulation of sports competitions (Article 5.1) and that they are encouraged to adopt procedures and rules to combat the manipulation of sports competitions within the framework, where appropriate, of legislative or other measures adopted for this purpose (Article 5.2).
- To combat the manipulation of sports competitions, sports organisations are encouraged to adopt and apply principles of good governance, including the obligation to report any suspicious activity and any incident, incitement or approach that could be considered a violation of the rules against the manipulation of sports competitions (article 7 1-c).
- Each Party shall encourage sports organisations to adopt and implement appropriate measures to ensure strengthened and effective monitoring of sports competitions exposed to risks of manipulation, to inform without delay the relevant public authorities or the national platform of cases of suspicious activities related to the manipulation of sports competitions and effective mechanisms to facilitate the disclosure of any information concerning potential or actual cases of manipulation of sports competitions (Article 7-2b and c);
- The Parties shall develop international cooperation with international sports organisations in accordance with their domestic legislation. This cooperation shall directly concern exchanges of information between the Parties.

- Personal data as defined in Article 2(a) and Article 6 of the modernised Convention 108 t may be processed for the purposes of executing this Data Exchange Agreement;
- The Parties will only share information in relation 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 case concerned, proportionate and necessary to combat the manipulation of sport shall be shared.
- By virtue of this data exchange agreement, the two Parties are considered to be independent controllers of the personal data to be processed, as referred to in Article 2(d) of the modernised Convention No 108,
- Each party is responsible for the use of shared information and data and for compliance with applicable law: international law, such as Convention 108+, and applicable national law. This includes obligations to provide information and facilitate the exercise of the rights of data subjects, as well as the ability to demonstrate compliance with data protection principles to the competent supervisory authorities.

Article 1 - Purpose of this data exchange agreement

The Parties agree that information will be exchanged for the purpose of combating the manipulation of sports competitions in order to protect the integrity of sport. To this end, the Parties will share Personal Data with each other and in accordance with these Clauses.

The aim of this data exchange is to enable alerts to be issued and to cross-reference bettors and sportsmen and women in order to detect manipulation of sports competitions linked to sports betting.

This exchange of data also enables the international cooperation referred to in Article 28 of the Macolin Convention with international sports organisations to be put in place, for the purpose defined in Article 1, and in compliance with domestic 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.

Regulatory authority is the public authority, ministry or department designated by the Party which, in the legal system 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, in particular by exchanging information, where appropriate and in a timely manner, with the 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-

Data Exchange Agreement: this agreement and its annexes between the Parties concerning the fight against the manipulation of sports 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 subject: the natural person to whom the personal data relates.

For the purposes of this agreement, the persons concerned are the competition players on the one hand and the players and punters on the other.

OR :

players, punters and participants in sports competitions and their support staff, any other person associated with the organisation, operation or supervision of sporting events

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 their position in relation to a sport or competition, but does not include information that is already published or 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 applicable data protection law of each Party

OR: to the "exporter" 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 disclosed 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 State that is not a party 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 Convention 108+ 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(3), Article 14(5) and (6) and Article 15(2)(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, public authority, 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.

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, which must be accompanied by appropriate safeguards in accordance with the principles of Convention 108+.

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

Personal data breach: any accidental or unauthorised access to personal data transmitted, stored or processed, resulting in its destruction, loss, use, modification or unauthorised 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 concerning him or her 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 they are, the right to have access to his data 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 or her 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.

SECTION 1 SAFEGUARDS FOR THE PROTECTION OF PERSONAL DATA: RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 3 - Purpose limitation

Under the terms of this agreement, the Parties, in accordance with their domestic law, may exchange and transfer personal data between themselves for the prevention, detection or repression of manipulation of sports competitions. The data and information are not 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 4 - Data quality and proportionality

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.

The "Importing" Party shall ensure that, to the best of its knowledge, the personal data it transfers is accurate and, where necessary, up to date. Where an authority becomes aware that personal data it has transferred to another authority or received from another authority is inaccurate, it shall inform the other 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 processing carried out at national level on the basis of the data they have received and must take appropriate measures 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.

Parties authorised under their domestic law may also exchange sensitive data relating to the criminal and administrative prosecution or punishment of the persons concerned, as well as personal data making it possible to evaluate the behaviour of the persons concerned in relation to sports betting;

The personal data exchanged is limited to the minimum necessary to achieve the purpose set out in Article 1.

Article 5 - Data exchanged and recipients

5-1. Within the framework of this agreement, if the fight against the manipulation of sports competitions and the prosecution of this offence so require, and in accordance with the applicable national law, the Sports Organisations may exchange the data which they are authorised to collect, process and transmit by the applicable national law and in particular :

With regard to competition participants, the personal data collected may include data relating to the identification of individuals, in particular their first and last names, as well as, indirectly, the identity of the sports team concerned;

With regard to players and punters, the following data can be exchanged:

- 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 data: the date, time, amount and object of the atypical or suspicious bets observed, the circumstances making the bet atypical or suspicious;

If the Authority has sufficient grounds to suspect manipulation of sports competitions, it may in particular communicate sensitive data relating to the existence of criminal or administrative proceedings to sporting organisations.

5-2. According to the terms of this agreement, the Sports Organisations designated by the national texts and authorised to process and transmit the personal data mentioned above, shall transmit all or part of the data mentioned above to the public authorities designated by the texts of each Party and concerned with the prevention, detection or repression of the manipulation of sports competitions.

They may also transmit all or part of the above-mentioned data, after consultation and agreement with the above-mentioned authorities:

- members of the platforms set up by the Parties and representing, in particular, the sporting world, online gambling or betting operators, professional sports league associations and the representative of sports referees and judges.
- the national players determined by the Party concerned in the prevention, detection and punishment of manipulation of sports competitions,
- the international players involved in preventing, detecting and punishing the manipulation of sports competitions.

5-3. The recipients are responsible for the resulting processing of personal data.

Article 6 - Secure computer system

6-1 The data exchanges mentioned above are made via a secure computer system.

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.

6-2 Each Party to the contract shall ensure that technical and organisational measures appropriate to the risk of the processing are put in place to ensure the protection and confidentiality of the data and to limit access to information to named persons only.

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 sports competitions.

Exchanges may be carried out at the request of a Party. Such a 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 made by courier in compliance with these Clauses and in accordance with 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 specifically authorised persons as part of specific projects or initiatives. These messages must comply with the principles set out in Convention 108+.

Article 8 - Transparency

The Parties shall guarantee that personal data is collected, processed and transferred in accordance with the laws applicable to it and shall be able to provide proof thereof. To enable data subjects to exercise their rights effectively, each Party shall provide general information to data subjects in accordance with the procedures set out in Article 8 of Convention 108+.

In particular, the Parties must inform the Data Subjects of any transmission of personal data under these Clauses and of any transfer of such data, specifying the entities to which the data is transmitted or transferred.

Each Party will provide this information at least by publishing this information and the Standard Contractual Clauses on its website.

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: marking 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, and 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

Where the transfer of data concerns special categories of data within the meaning of Article 6 of Convention 108+, the Data Importer shall implement appropriate additional safeguards to prevent the risks which the processing may present to the interests, rights and fundamental freedoms of the data subject, in particular the risk of discrimination.

Article 10 - Violation of personal data

If a personal data breach occurs in relation to the processing of personal data under this data exchange agreement, the Parties shall, in accordance with Article 7(2) of the modernised Convention No 108, inform each other as soon as possible and at the latest within 48 hours of its discovery. This information must be given either 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 INDIVIDUALS

Article 11 - Rights of individuals

11.1 The Parties guarantee that data subjects may exercise their right of access and rectification of data and the right to restrict processing in accordance with Article 9 of Convention 108+ ;

11.2 The rights to erase data and to object may be overridden by applicable law where the processing and exchange of data are carried out for the performance of a public service task in accordance with Article 11 of Convention 108+.

Article 12 - Data transfers

12-1 The Parties may only communicate data to a Party located in a State which is not a party to Convention 108+ if the legislation of the State in which that Party resides provides an adequate level of data protection.

12-2 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.

12-3 The Parties must implement appropriate security measures to guarantee the security and confidentiality of data when implementing transfers of Personal Data, in particular in the case of transfers of sensitive data .

Article 13 - Subsequent 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 third party provides appropriate assurances that comply with the safeguards set out in these Clauses.

Article 14 - 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.

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 15 - 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. This remedy may include monetary compensation for damages.

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 a data subject raises a concern and the Transmitting Party is of the opinion that a Receiving Party has not acted in accordance with the safeguards set out in these Clauses, the Transmitting Party shall suspend the transfer of personal data to the Receiving Party under this Arrangement until it is of the opinion that the matter has been satisfactorily dealt with by the Receiving Authority, and shall inform the data subject accordingly.

Article 16 - Follow-up to data transmission

On request, the Authority receiving the data shall inform the Sports Organisation of the action taken in response to this communication of data, subject to the restrictions imposed by the applicable national legislation.

OR

The Parties shall inform each other of the use made of such data, unless domestic law restricts such information.

Article 17 - 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 18 - Entry into force, duration and termination of the data exchange agreement

18.1 This Data Exchange Agreement shall enter into force on the date of signature by the Parties.

18.2 This data exchange agreement terminates once the cooperation between the parties has ended and the parties have deleted or returned all personal data.

18.3 Each Party may terminate this Data Exchange Agreement early if the other Party is found to be in breach of the necessary information security duties and obligations arising from this Data Exchange Agreement.

Article 19 - Return or deletion of personal data

19.1 Upon termination of this data exchange agreement, the parties shall return personal data to each other, if necessary.

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

Article 20. Publication

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

Article 21 - Final provisions

21.1 Deviations from this data exchange agreement are only binding if the parties have expressly agreed to them in writing.

21.2 The parties submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of [].

Agreed and signed (digitally) :

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;
- Les Catégories particulières de données transférées (le cas échéant) et les restrictions ou garanties appliquées, qui tiennent pleinement compte de la nature des données et des risques encourus, tels que, par exemple, une limitation stricte de la finalité, une base légale du traitement (par ex. (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

Certification/assurance measures for procedures and products

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