

**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

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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

Strictly confidential

Document prepared by the Secretariat

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I. Introduction

During its sixth plenary meeting, held on May 9 and 10, 2023, the Follow-up Committee took note of the priorities set by the data protection working group: access to bettors' account data, bets placed by athletes, and the exchange of information with public authorities.

In recent months, the Working Group has been on facilitating the exchange of information between sports governance bodies and betting operators.

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This document aims to develop standard model provisions to facilitate data exchanges between these stakeholders.

The proposal is based on existing clauses used by sports governance bodies in their exchanges with operators.

II. Data exchange agreement

The undersigned:

1. [name (national) sports governing body], with its registered office in [town/city], [country] and its principal place of business at [address], [town/city], [country], listed in the Trade Register under number [Chamber of Commerce number], duly represented by its director(s), [name(s)], referred to below as '[Governing body's name]',

And

2. [sports betting operator], with its registered office in [town/city], [country] and its principal place of business at [address], [town/city], [country], listed in the Trade Register under number [Chamber of Commerce number], duly represented by its director(s), [name(s)], referred to below as '[Betting operator's name]',

referred to jointly below as the **Parties**.

WHEREAS:

- [Governing body's name] is the sports governing body at [level] responsible for [description of the sports governing body];
- [Betting operator's name] is a natural or legal person that offers products concerning the wagering of a stake of monetary value in the expectation of a prize of monetary value, subject to a future and uncertain occurrence related to a sports competition; [article 3(5) Macolin Convention]
- The member States of the Council of Europe and other signatories have committed themselves to 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 to protect the integrity of sport and sports ethics in accordance with the principles of the autonomy of sport; [article 1(1)]
- One of the main objectives of the Macolin Convention is to prevent, detect and sanction national or transnational manipulation of national and international sports competitions; [article 1(2a)]
- The Macolin Convention encourages the dialogue and co-operation among public authorities, sports organisations, competition organisers and sports betting operators at national and international levels for the search for effective common responses to the challenges posed by the problem of the manipulation of sports competitions; [p. 2 of the considerations]

- The Parties entered into an agreement to share (Confidential) information without delay with each other when such information might assist in the prevention, detection and sanctioning national or transnational manipulation of national and international sports competitions (referred to below as the Data Exchange Agreement); [article 1(2a)]
- Personal data as defined in article 2(a) of Convention 108 as modernised by the amending Protocol CETS 223 (referred to below as the Modernised Convention 108) can be processed for the purpose of performing this Data Exchange Agreement;
- The Parties shall only share information concerning this Data Exchange Agreement in accordance with international law, including but not limited to the Modernised Convention 108, and applicable domestic law. Only data that is relevant for the specific case, proportionate, and necessary for the purpose of combating the manipulation of sports competitions is shared.
- Under this Data Exchange Agreement, both parties are regarded as independent Controllers in relation to the Personal Data to be processed, as referred to in Article 2(d) Modernised Convention 108, and they wish to record their arrangements for the Processing of Personal Data.
- Each Party is responsible for its own actions, its own costs associated with this Data Exchange Agreement, with the use of the information shared and for compliance to applicable [international law, like the General Data Protection Regulation and applicable domestic] law. This includes information duties and facilitating the exercise of data subject rights.
- Parties shall not use each other's logo or name for promotional purposes, any publicity, advertisements, or news items before they have given their written consent for this purpose.

AGREE:

Article 1 – Definitions

The capitalised terms used above and below in this Data Exchange Agreement are defined as follows:

- 1.1 **Personal Data** means any information relating to an identified or identifiable individual ("data subject").
- 1.2 **Data Processing** means any operation or set of operations performed on personal data, such as the collection, storage, preservation, alteration, retrieval, disclosure, making available, erasure, or destruction of, or the carrying out of logical and/or arithmetical operations on such data.
- 1.3 Where automated processing is not used, "data processing" means an operation or set of operations performed upon personal data within a structured set of such data which are accessible or retrievable according to specific criteria.
- 1.4 **Controller** means the natural or legal person, public authority, service, agency or any other body which, alone or jointly with others, has decision-making power with respect to data processing.
- 1.5 **Recipient** means a natural or legal person, public authority, service, agency or any other body to whom data are disclosed or made available.
- 1.6 **Processor** means a natural or legal person, public authority, service, agency or any other body which processes personal data on behalf of the controller.
- 1.7 **Data Subject**: the natural person to whom an item of Personal Data relates.

- 1.8 **Security Incident**: a breach of security of Personal Data processed under this Data Exchange Agreement.
- 1.9 **Personal Data Breach**: a breach of security involving personal data leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- 1.10 **Data Exchange Agreement**: this agreement and its schedules between Parties concerning the combating of manipulation of sports competitions.
- 1.11 **Confidential Information**: any form of confidential information, expertise, data or procedure shared between the Parties under this Data Exchange Agreement.
- 1.12 **Supervisory Authority**: the competent Data Protection Authority (DPA) that oversees compliance with the applicable data protection legislation.

Article 2 – Object of this Data Exchange Agreement

- 2.1 The Parties are both regarded as independent Controllers for the Data Processing of Personal Data.
- 2.2 The Parties agree that data will be exchanged for the purpose of combating the manipulation of sports competitions in order to protect the integrity of sport. The Parties will share Personal Data with each other for this purpose. The arrangements made in this regard to process these Personal Data are the object of this Data Exchange Agreement.

Article 3 – Entry into force, term and termination of the Data Exchange Agreement

- 3.1 This Data Exchange Agreement enters into force on the date that the Parties sign it.
- 3.2 This Data Exchange Agreement ends after the cooperation between the Parties ends and insofar as the Parties have erased or returned all Personal Data under Article 8 of this Data Exchange Agreement.
- 3.3 Neither Party may terminate this Data Exchange Agreement early unless it is terminated with mutual written consent. **OR** Either Party may terminate this Data Exchange Agreement early in case the opposite Party is deemed to not abide by the necessary information security duties and obligations following from this Data Exchange Agreement.

Article 4 – Transparency

- 4.1 The Parties must inform the Data Subjects of the possible exchange of Personal Data under this Data Exchange Agreement (see Article 8 Modernised Convention 108). The data exporter warrants and undertakes that the personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- 4.2 When individual Personal Data are being exchanged, the sports betting operator must notify the Data Subject if requested by applicable domestic law.

- 4.3 If the Data Processing of Personal Data results in one Party or both Parties making those Personal Data public, the Parties will consult each other before the Personal Data are published and must both agree to the publication. The Parties mutually agree that all information and/or documentation provided by the sports betting operator to Governing body's name pursuant to information exchange herein, may be used in relation to any ongoing investigation, inquiry, or disciplinary process. Further, the sports betting operator agrees that [the Sports Governing Body] shall be entitled to disclose such information and documentation to the relevant statutory law enforcement authorities where such authorities become involved in any investigation.

Article 5 – Confidentiality and secrecy

- 5.1 The Parties may share Confidential Information under this Data Exchange Agreement.
- 5.2 The Parties must ensure that the Confidential Information is not made available, directly or indirectly, to third parties. Third parties include the Parties' employees insofar as it is unnecessary for them to examine the Confidential Information.
- 5.3 The Parties must ensure that their employees are bound by confidentiality. This duty of confidentiality must be able to be demonstrated at either Party's request.
- 5.4 The Parties must immediately notify each other of any request to examine, disclose or otherwise retrieve or communicate Personal Data in breach of the duty of confidentiality in this article unless they are legally obliged to disclose Confidential Information to third parties and the scope of this legal obligation prevents such notification.
- 5.5 Data shared under this agreement that is identified as relating to unlawful or illegal activity, such as match fixing, can be shared with the competent supervisory authorities or law enforcement agencies.

Article 6 – Personal Data Breach

- 6.1 If a Personal Data Breach occurs with regard to the Processing of Personal Data under this Data Exchange Agreement, as referred to in Article 7(2) Modernised Convention 108, the Parties must notify each other of this without unreasonable delay and no later than within 48 hours of its discovery. Notice must be given by contacting the other Party's Privacy Officer and/or Data Protection Officer (DPO) and/or Information Security Officer (ISO):
- a. [Governing body's name]'s Privacy Officer can be contacted at [enter details]
 - b. [Betting operator's name]'s Privacy Officer can be contacted at [enter details]
- 6.2 The Parties must immediately implement all measures to remedy the security failures that led to the breach and to limit its consequences.
- 6.3 The Parties must keep each other informed of the progress being made in dealing with the Personal Data Breach.

- 6.4 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.

Article 7 – Security of Processing

- 7.1 The Parties must independently implement technical and organisational measures to adequately protect the Personal Data.
- 7.2 The Parties acknowledge that guaranteeing an appropriate security level may require them to continually implement additional security measures. The Parties must guarantee a level of security appropriate to the risk.
- 7.3 The Parties must ensure appropriate security when transferring Personal Data to each other.
- 7.4 Parties take the necessary measures to make sure that when Personal Data is transferred outside the European Economic Area safeguards (for example Standard Contractual Clauses or Binding Corporate Rules) are in place to make sure the Personal Data is equally protected as under Modernised Convention 108.

Article 8 – Returning or erasing Personal Data

- 8.1 After this Data Exchange Agreement ends, the Parties must return the Personal Data to each other, if necessary.
- 8.2 The Parties must destroy any remaining Personal Data after the statutory or other retention period expires.

Article 9 – Final provisions

- 9.1 Deviations from this Data Exchange Agreement are binding only insofar as the Parties have expressly agreed to them in writing.
- 9.2 The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of [].

Agreed and signed (digitally):

[Governing body's name]

[Betting operator's name]

Name:
Job title:
Place:
Date:

Name:
Job title:
Place:
Date:

Schedule 1 – Specification of Personal Data

This schedule forms part of the Data Exchange Agreement and the Parties must initial it.

Object/nature and purpose of the data exchange	
Type of Personal Data	Ordinary (name, email address) and possibly sensitive (financial)
Description of Personal Data categories	Contact details, account details, bank details and (history of) betting transactions
Description of Data Subject categories	Participants in sports betting
Description of Personal Data recipient categories	National and international sports governing bodies
List of Processors (optional)	<i>[If applicable: name processors]</i>