



**MEMORANDUM OF UNDERSTANDING BETWEEN SRIJ  
AND  
ESSA (Sports Betting Integrity)**

The Serviço de Regulação e Inspeção de Jogos (hereinafter referred to as "SRIJ") is the Portuguese Gambling Regulatory Authority responsible for monitoring, inspecting and regulating online fixed-odds sports betting and it is incumbent *inter alia* to develop administrative cooperation mechanisms with the relevant authorities and departments with regard to the prevention and punishment of illegal online betting practices.

ESSA, Sports Betting Integrity (hereinafter referred to as "ESSA") is a non-profit organisation, the members of which are betting operators that share information on any "irregular betting patterns" or "suspicious betting activity" through ESSA's Monitoring and Alert Platform (hereinafter referred to as the "ESSA Platform"). ESSA set up the Platform with its members highlighting irregular betting patterns in order to prevent the manipulation of events and to contribute to sports, and other relevant events, integrity.

In the interests of protecting and maintaining the integrity of the sports and competitions covered by this agreement, as well as of safeguarding the credibility of the betting products, systems and customers of its members, ESSA is willing to provide the SRIJ with certain betting-related alerts and information free of any charges.

ESSA will share such information with the SRIJ which occurs in respect of events and competition which take place in Portugal (hereinafter referred to as "Relevant Events"). This information will be provided to assist the SRIJ in investigating irregular betting patterns or suspicious betting on Relevant Events.

Accordingly, the SRIJ and ESSA have agreed to set out in this Memorandum of Understanding (hereinafter referred to as "MoU") the circumstances in which ESSA will voluntarily provide such betting-related information, as well as the information which may be provided by the SRIJ to ESSA in order to ensure the effectiveness of the ESSA Platform.

The terms of this MoU are as follows:

***Sharing of information obtained pursuant to the Monitoring and Alert Platform***

1. ESSA has already implemented its Platform which, between its members, is designed to highlight any irregular betting patterns;

Irregular betting patterns may contain some, or all, of the following factors:

- An ESSA member receives bets that cannot be explained in the normal day to day running of the business;
  - A large number of bets have been received in a short time span;
  - A large number of bets from accounts registered in the same region (particularly if in close proximity to the participant(s) involved in the event);
  - Bets placed outside of the clients usual betting parameters; or
  - Odds are reduced dramatically but clients still continue to place bets irrespective of price.
2. If the ESSA Platform and/or its Betting Integrity Officer (or other qualified representative) identifies any suspicious betting activity and ESSA therefore believes or has a reasonable suspicion to believe that an individual or such other legal entity is involved, or is intending to be involved in such a suspicious betting activity; or there is a threat to the integrity of a Relevant Event, ESSA will, as soon as practically possible, inform the SRIJ about the situation and provide the SRIJ with the following information regarding the suspicious betting activity:
- Relevant Event/name/team being bet on;
  - weight of betting;
  - outcome/market(s) suspicious bets being placed on;
  - major region bets are coming from;
  - any other information deemed relevant.

Upon receipt of such information from ESSA, or during any subsequent investigation, the SRIJ may choose to provide ESSA (but is not obliged to) with any additional data at its disposal, for example details of players and officials involved in the Relevant Event.

ESSA will then provide this information to relevant members (for example those who reported suspicious activity on a Relevant Event) to crosscheck against their customer database. Should any relevant accounts be identified then ESSA will liaise with the relevant member(s) to assist SRIJ with receiving additional data concerning the individuals involved in the suspected betting activity.

Furthermore, during any investigation by the SRIJ or an affiliated relevant International or National Federation, ESSA will work closely with its members to assist the SRIJ. For example, by requesting further information from ESSA members which may assist the investigation. Any personal information provided by an ESSA member will be provided to the SRIJ directly and must adhere to all relevant data protection legislation as well as any relevant licensing and regulatory requirements of the individual member.





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### **Spontaneous requests by SRIJ**

3. The SRIJ may also choose to provide ESSA, on a voluntary basis, any information pertaining to:
  - (a) An individual bound by the SRIJ Rules and Regulations (the "Rules");
  - (b) Any person whom the SRIJ believes is connected to an individual bound by the Rules, where the SRIJ has reasonable grounds to suspect that the individual bound by the Rules in question has breached, or is intending to breach, one or more of the Rules;
  - (c) Any person whom the SRIJ has reasonable grounds to suspect may pose a threat to the integrity of a Relevant Event, may have relevant knowledge concerning the corruption of a Relevant Event or may have solicited or intends to solicit an individual bound by the Rules to breach any of such Rules, or
  - (d) Details of any Relevant Event where the SRIJ has reasonable grounds to suspect suspicious betting may have occurred.
4. The SRIJ shall satisfy to ESSA that its grounds for suspicion are reasonable by confirming broadly the information on which those suspicions are based; or based on information provided by a third party whom the SRIJ believes to be in possession of reliable information; or any other information relevant to such suspicions that ESSA reasonably considers sufficient.
5. Upon receipt of a spontaneous request by the SRIJ, as described above, ESSA will then provide this information to members, via the ESSA Platform, to crosscheck against their customer database. Should any relevant accounts be identified, for example accounts who have placed suspicious bets on a Relevant Event or who appear to be in breach of the Rules, then ESSA will liaise with the relevant member(s) to assist SRIJ with receiving additional data concerning the individuals involved in the suspected betting activity and any possible correspondence with the personal data on its players and officials supplied by the SRIJ.
6. Any personal information provided by an ESSA member as a result will be provided to the SRIJ directly and must adhere to all relevant data protection legislation, as well as any relevant licensing and regulatory requirements of the individual member.

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### **General**

- 7.** Nothing in this MoU shall impose any obligation neither on the SRIJ and its members, nor to ESSA and its members to take any action of any nature in respect of any information exchanged by the parties hereunder.
- 8.** Representatives of the SRIJ and ESSA shall meet on a periodical ad hoc basis on such dates as are mutually acceptable to both parties to consider the terms of this MoU and to review any steps and actions which have been taken by the parties and the SRIJ events and competitions there under to determine if there are areas for further co-operation between the SRIJ and ESSA.
- 9.** All information and/or documentation provided by ESSA pursuant to paragraph 2 or in response to a spontaneous request shall be used only in relation to any ongoing investigation, enquiry or disciplinary process and, subject thereto, shall be kept strictly confidential by the SRIJ and used and processed only in accordance with the SRIJ's internal procedures for handling personal data, in compliance with any legislation on data protection or privacy applicable to the SRIJ. All such information and documentation shall be deleted and/or destroyed by the SRIJ when it is no longer relevant in connection with any investigation, enquiry or disciplinary process. All information provided by SRIJ shall be deleted and/or destroyed by ESSA when it is no longer relevant in connection to any investigation or enquiry.
- 10.** Neither party shall make any announcement relating to the subject matter of this MoU without the prior written consent of the other (not to be unreasonably withheld). In addition, neither party by virtue of this MoU obtains any rights in respect of and shall not make any use of any intellectual property rights of the other, such as (without limitation) any trademark, logo or copyright materials relating to ESSA, the ESSA members, the SRIJ and/or any of its member teams and/or any the SRIJ and/or member league event.
- 11.** ESSA complies with the applicable legislation on personal data protection, in particular when processing personal data supplied by the SRIJ to ESSA.

ESSA shall process the above-mentioned personal data, including records on criminal or disciplinary sanctions, if any, so as to enable the ESSA Platform to work effectively.

The SRIJ acknowledges and warrants that it complies with the applicable legislation on personal data protection, in particular when processing personal data received from ESSA or its members regarding any suspected betting activity.



The transfer of personal data from ESSA to the SRIJ is subject to the contents of this MoU and forms integral part of the present MoU.

- 12.** Either party may withdraw from this MoU with immediate effect at any time by giving notice in writing, save with respect to personal data and documentation disclosed under paragraphs 7 to 13 and under the contents of this MoU, which shall remain subject to the restrictions and obligations set out in those paragraphs.
- 13.** The application and interpretation of this MoU shall not entail, for ESSA and SRIJ, any rights or obligations that may lead to proceedings in and/or outside the court of a civil or criminal nature (give rise to any form of judicial or extrajudicial action). Potential disputes shall be resolved by consultation between SRIJ and ESSA.

**14.** The following persons are appointed contact points in charge of the effective implementation of this MoU.:

ESSA

SRIJ

Matt Fowler  
Betting Integrity Officer  
[mf@eu-ssa.org](mailto:mf@eu-ssa.org)

Esperança Figueiredo  
Online Gambling Department Director  
[esperanca.figueiredo@turismodeportugal.pt](mailto:esperanca.figueiredo@turismodeportugal.pt)

Place & Date  
Lisboa, 18<sup>th</sup> April 2018

Khalid Ali  
ESSA, Secretary General

Teresa Monteiro  
SRIJ, Vice President

