

## **MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**  
**UK Gambling Commission**  
**and**  
**Spelinspektionen (The Swedish Gambling Authority)**

### **1 Objectives**

1. The delivery of online gambling services is increasingly global in nature with operational infrastructure (including cloud and other technology services), management control and other core services increasingly dispersed. This amplifies the need for international regulatory cooperation to match the sophistication of global gambling commercial operations.
2. The parties to this MoU express their willingness, through this MoU to cooperate with each other in the interests of fulfilling their respective regulatory mandates regarding the licensing process and supervision and control of remote gambling providers.
3. The UK Gambling Commission (Commission) and the Spelinspektionen shall be referred to individually as 'the Authority' and collectively as 'the Authorities' in this MoU.
4. This MoU does not create any legally binding obligations, confer any rights, or supersede domestic laws and regulations.

### **2. Functions and powers of the Gambling Commission**

5. The Commission (GC) is an independent, non-departmental public body, sponsored by the Department for Digital Culture, Media and Sport. Under the Gambling Act 2005 the GC regulates all commercial gambling in Great Britain, apart from spread betting, in partnership with local Licensing Authorities. The GC also has powers to prosecute criminal offences under the Gambling Act 2005, including the offence of cheating at gambling, and has powers to void bets which were substantially unfair. The GC exercises its powers in the public interest.
6. The GC has a statutory obligation to permit gambling insofar as it is consistent with the pursuit of the licensing objectives, which are:
  - To prevent gambling from being a source of crime and disorder, being associated with crime and disorder or being used to support crime,
  - to ensure that gambling is conducted in a fair and open way; and
  - to protect children and other vulnerable persons from being harmed or exploited by gambling.
7. The GC also regulates the National Lottery under the National Lottery Act 1993 (as amended). The GC's statutory duties in relation to the National Lottery are:
  - To ensure that the National Lottery, and every lottery that forms a part of it, is run with all due propriety;
  - To ensure that the interests of every participant in the National Lottery are protected; and
  - Subject to these two duties, to do its best in making sure that the proceeds of the National Lottery are as great as possible.

### **3. Functions and powers of Spelinspektionen**

8. Spelinspektionen is a Swedish regulator controlled by the Ministry of Finance and its Board is appointed by the Government. The Authority is responsible for issuing permits for gambling according to the Swedish Gambling Act and have overall and independent responsibility for control and supervision of gambling activities in Sweden.

Spelinspektionen has the power to revoke licenses and issue warnings coupled with fines. The Swedish Prosecution Authority handles prosecution of criminal offences regulated in the Swedish Gambling Act.

9. Gambling licenses may only be granted to those who are suitable according to The Swedish Gambling Act. The overall objectives with the Swedish gambling regulation is that gambling operations shall be appropriate from a public perspective and conducted in a sound and secure manner under public control. This implies, among other things,
  - that the gambling shall have a high level on consumer protection;
  - that the gambling is secure;
  - that the negative impacts of gambling shall be limited; and
  - that gambling shall not be used to support criminal activities.

#### **4 Scope and general provisions**

10. The parties will, where appropriate and on a case by case basis:
  - promote a common understanding of, and co-operation between, both parties in support of their legitimate interests;
  - share information effectively in support of their legitimate roles and responsibilities;
  - engage on matters of mutual policy and operational interest; and
  - provide operational assistance to each other.
11. The Authorities anticipate that cooperation will be primarily achieved through on-going, informal, oral discussions, supplemented by more in-depth, regular cooperation.
12. The Authorities recognise the importance of close communication concerning remote gambling operators,

and may communicate on a case by case basis, when appropriate regarding:

- i. general policy and supervisory issues, including with respect to regulatory, oversight or other program developments;
- ii. issues relevant to the operations, activities, and regulation of applicable remote gambling operators;
- iii. other areas of mutual supervisory interest; such as anti-money laundering (AML) or counter terrorist financing (CTF);
- iv. mutual assistance in obtaining betting, gaming and other transactional data where cross border technical or platform architecture spans more than one jurisdiction or transactional data is based in one jurisdiction or another.

13. Cooperation may be most useful in, but is not limited to, the following circumstances where issues of common regulatory interest may arise:

- i. The initial application with an Authority for licensing (including the suitability of the applicant). For the avoidance of doubt each Authority will make its own decision on licensing and this agreement does not include arrangements for passporting;
- ii. The on-going supervisory oversight of remote gambling operators; including, but not limited to: material changes in management, financial standing, changes to business plans and material changes to technology architecture;
- iii. Regulatory approvals or supervisory actions taken in relation to a remote gambling operator by one Authority that may impact

the operations of the entity in the other jurisdiction. The Authorities recognise that there will be no fettering of approach or involvement in the regulatory outcome chosen.

14. Each Authority will, where such information is known and accessible to the Authority and can be lawfully shared, share information with the other Authority as soon as practicable, and in line with the regulatory process of each Authority, of
  - Any known material event that could have a significant adverse impact on a remote gambling operator; and
  - Enforcement or regulatory actions or sanctions, including the revocation, suspension or modification of relevant licenses or registration, concerning or related to a remote gambling operator which may have, in its reasonable opinion, material effect on the remote gambling operator.
15. Where confidential material is shared between the parties, it will be marked with the appropriate security classification.

## **5 Dialogue and cross-border on-site visits**

16. The Authorities recognise that there will be considerable areas of mutual interest and opportunities to support better regulation. The Authorities commit to keeping each other sighted on both policy and operational matters through ongoing dialogue. This is of particular relevance in Licensing, Compliance, Enforcement, AML and Betting Integrity when there is regulatory overlap.
17. This dialogue will include discussing individual operators, operational practice and seeking opportunities to enhance compliance and reduce risk.

18. The authorities will ordinarily inform the other party of intended physical visits to joint licensees and provide relevant information prior to and post visit. The host authority may offer logistical support and will reciprocate with the sharing of relevant information.
19. If a formal request for assistance is made, each Authority will use reasonable efforts to provide assistance to the other, subject to its laws and overall policy to facilitate the conduct of inspections or examinations of gambling operators facilities or equipment.
20. The Authorities also acknowledge that, subject to their respective legislative and procedural arrangements and respecting confidentiality, an investigation, where it concerns suspected breaches of the law of both jurisdictions, may be conducted more effectively by the establishment of a joint investigation involving members from both Authorities:
  - i. The Authority suggesting the joint investigation will advise the other Authority of the background to the request for a joint investigation, and liaise with the other authority to determine the likely objectives of the joint investigation, the expected resources required and the approximate duration of the proposed joint investigation. Each Authority will advise the other as soon as possible as to whether it will agree to such an investigation.
  - ii. If the Authorities agree to take part in a joint investigation, an agreed initial action plan will be prepared setting out, among other things, the objectives, expected duration, funding, publicity and accountability arrangements, management of the joint investigation, and allocation of responsibilities.

## **5 Confidentiality and use of Information**

21. Each Authority will operate under the principles and specific requirements of the EU General Data Protection Regulations (GDPR) (and relevant domestic law enacting such provisions) with regards to the control and transfer of personal data.
22. This MoU should not be interpreted as imposing a requirement on either party to disclose information in circumstances where doing so would breach their statutory responsibilities. In particular, each party must ensure that any disclosure of personal data pursuant to these arrangements fully complies with GDPR and the relevant domestic law. The MoU sets out the potential legal basis for information sharing, but it is for each party to determine for themselves that any proposed disclosure is compliant with the law.
23. Subject to any legal restrictions on the disclosure of information (whether imposed by statute or otherwise) and at their discretion, the parties agree that they will alert each other to any potential breaches of the relevant data protection legislation, within the context of this relationship, discovered whilst undertaking regulatory duties and provide relevant and necessary supporting information.

The Authorities will comply with the general laws they are subject to, including, but not limited to, local data protection laws; the maintenance of any prescribed documentation and policies; and comply with any governance requirements in particular relating to security and retention, and process personal data in accordance with the statutory rights of individuals.

24. The Authority who is being requested to disclose information (the Requested Authority) is entitled to take a view on the necessity, proportionality and objective justification of such a request and the Requested Authority shall have the final decision on the extent of disclosure
25. The Authority that requests the information (the Requesting Authority) may use non-public information obtained under this MoU solely for the purpose of supervising gambling operators and seeking to ensure

compliance with the laws or regulations of the Requesting Authority, including regulating in the wider public interest to maintain confidence in the online gambling market. Information may also be used if it is required by law.

26. Except for disclosures in accordance with this MoU, each Authority will keep confidential to the extent permitted by law information shared under this MoU, requests made under this MoU, the contents of such requests, and any other matters arising under this MoU. The terms of this MoU are not confidential.
27. To the extent legally permissible, the Requesting Authority will notify the Requested Authority of any legally enforceable demand from a third party for non-public information that has been furnished under this MoU and shall assert all appropriate legal exemptions or privileges with respect to such information as may be available.
28. The Authorities intend that the sharing or disclosure of non-public information, including but not limited to deliberative and consultative materials, pursuant to the terms of this MoU, will not constitute a waiver of privilege or confidentiality of such information.
29. Where confidential material obtained from, or shared by, the Requesting Authority is wrongfully disclosed by the Requested Authority, this party will bring this to the attention of the Requesting Authority without delay. This is in addition to the obligations to report a personal data breach under the GDPR and relevant domestic legislation where personal data is contained in the information disclosed.

## **6. Legal basis for sharing information**

*Information shared by the UK Gambling Commission with the Spelinspektionen*

30. The UK Gambling Commission's statutory function relates to the legislation set out at paragraph 5-7. To the extent that such shared information is to comprise personal data,



as defined under the GDPR and the UK Data Protection Act 2018, the UK Gambling Commission is a Data Controller so must ensure that it has legal basis to share it and that doing so would otherwise be compliant with the data protection principles.

31. Section 30(4) of the Gambling Act 2005 permits provision of information received by the Commission in exercise of its functions to other parties for the purpose of criminal investigation or criminal proceedings.

*Information shared by Spelinspektionen with the UK Gambling Commission*

32. In order to guarantee an open society with access to information about the work of the Riksdag (Swedish parliament), Government and government agencies, the principle of public access to official documents has been incorporated into one of the fundamental laws in Sweden, the Freedom of the Press Act.
33. All documents received or dispatched, letters, decisions and reports are in principle public documents and must on request be made available for anyone to read. Access to public documents is however restricted in some cases according to the Public Access to Information and Secrecy Act. For example, information that Spelinspektionen receives regarding someone's business and operating conditions is secret and may not be disclosed if disclosure could harm the person who it concerns.
34. One important task for Spelinspektionen is to make agreements about cooperation with Authorities in other countries and too share information with these Authorities. This is regulated in the Swedish Gambling Act and in the regulation with instructions from the government regarding the tasks for Spelinspektionen.
35. Spelinspektionen applies the GDPR and must ensure that it has legal basis to share personal data and that doing so would otherwise be compliant with the data protection principles. GDPR does not prevent the disclosure of

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documents according to the principle of public access to official documents.


**7. Review**

36. The Authorities will periodically review the functioning and effectiveness of the cooperation arrangements between themselves. The Authorities will endeavour to notify the other in advance where policy, legal and regulatory changes would, as far as can reasonably be determined, have a material impact in the other jurisdiction or might affect the operation of this MoU.

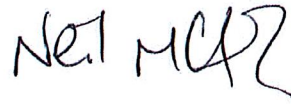
37. The Authorities will maintain an open dialogue between each other in order to ensure that the MoU remains effective and fit for purpose. They will also seek to identify any difficulties in the working relationship, and proactively seek to minimise the same.

This MoU enters into force on the date of signature of both parties. The MoU will stay in force until further notice or until amended by mutual agreement or terminated in writing by either of the parties.

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Camilla Rosenberg  
General Director  
Spelinspektionen



Neil McArthur  
CEO  
UK Gambling Commission

Date: 7/11/19 .....

Date: 21/10/19 .....