

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

**Between**  
**Malta Gaming Authority (MGA)**  
**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. This MoU does not create any legally binding obligations, confer any rights, or supersede domestic laws and regulations.

### **2 Scope and general provisions**

4. 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.
5. The Authorities anticipate that cooperation will be primarily achieved through on-going, informal, oral discussions, supplemented by more in-depth, regular cooperation.
6. The Authorities recognise the importance of close communication concerning remote gambling operators, and may consult 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.
7. Cooperation maybe 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 good standing 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.
8. 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.

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

9. 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.

10. This dialogue will include discussing individual operators, operational practice and seeking opportunities to enhance compliance and reduce risk.
11. 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.
12. 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.
13. 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.

#### **4 Confidentiality and use of Information**

14. Each Authority will operate under the principles and specific requirements of the General Data Protection Regulations (and relevant domestic law enacting such provisions) with regards to the control and transfer of personal data. The Requested Authority is entitled to take a view on the necessity, proportionality and objective justification of such a request and the Authorities shall reach mutual agreement on the extent of disclosure.
15. 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.
16. 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.
17. 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. Prior to compliance with the demand, the Requesting Authority intends to assert all appropriate legal exemptions or privileges with respect to such information as may be available.
18. The Authorities intend that the sharing or disclosure of non-public information, including but not limited to deliberative and consultative materials, pursuant to the



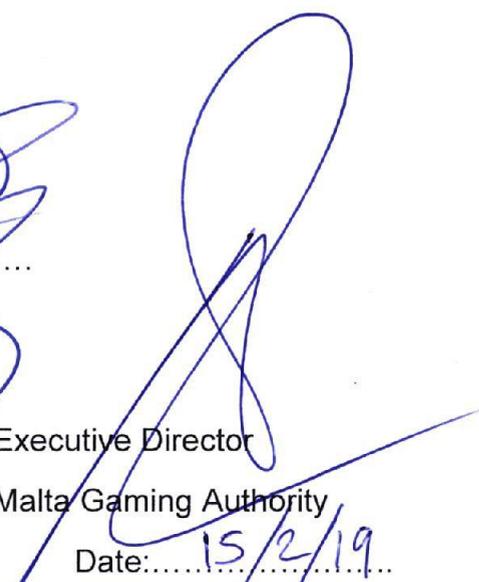
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terms of this MoU, will not constitute a waiver of privilege or confidentiality of such information.

**5 Review**

19. 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.

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,	Executive Director
General Director	Malta Gaming Authority
Spelinspektionen	
Date: 4/3/19	Date: 15/2/19