



Appendix

Data Sharing Agreement Template

Version: 1
Date: May 2019



This Agreement is dated 31 January 2019

PARTIES

- (1) **LAWN TENNIS ASSOCIATION LIMITED**, registered company number 07459469 (the "**LTA**"); and
- (2) **COUNTY ASSOCIATION** an unincorporated association having its principal offices at: County Association address (the "**County**")

(each a "**Party**" and collectively the "**Parties**").

BACKGROUND

- (A) The LTA is the national governing body for tennis in Great Britain, and as such processes the personal data of British Tennis Members ("**BTMs**"), players, coaches, officials, volunteers, ticket buyers and other customers, users of the LTA's website and others, including staff, for the LTA's various purposes.
- (B) The County works with the LTA to administer and govern tennis in Lincolnshire.
- (C) The LTA and the County may share personal data for the purposes of administering British Tennis Membership, organising competitions and major events, delivering performance programmes and keeping records of player rankings and ratings, carrying out criminal records checks, carrying out coach and official accreditation qualifications and training, overseeing volunteering in tennis, marketing products and services and for all other purposes relating to the governance of tennis, including the employment of staff for those purposes.
- (D) This Agreement has been produced to regularise the sharing of personal data by the Parties as required by the GDPR (defined below), which took effect on 25 May 2018 and sets out the terms, requirements and conditions on which the Parties will share personal data for the Purposes (defined below)

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

- (a) "**Commencement Date**" means 1 January 2019.
- (b) "[**Data**] controller", "[**data**] processor", "**data subject**", "**personal data**", "**processing**" and "**appropriate technical and organisational measures**" shall have the meanings as set out in the Data Protection Legislation.
- (c) "**Data Protection Legislation**" means all applicable privacy and data protection laws including the GDPR and any applicable national implementing laws, regulations and secondary legislation in the UK relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426).
- (d) "**GDPR**" means the General Data Protection Regulation ((EU) 2016/679).
- (e) "**Permitted Recipients**" means the Parties and their employees, agents or volunteers whose access to the Shared Personal Data is necessary for the performance of those individuals' authorised duties and who are subject to appropriate duties of confidentiality.
- (f) "**Purposes**" means those purposes detailed in Schedule 1.

- (g) **“Regulatory Communication”** means a communication from the UK Information Commissioner (or any other competent data protection regulator) relating to any actual or alleged non-compliance with Data Protection Legislation by a Party with respect to the Shared Personal Data.
- (h) **“Security Incident”** means a personal data breach, whereby Shared Personal Data is lost, stolen or otherwise compromised, with or without fault on the part of the Party who had possession of it.
- (i) **“Shared Personal Data”** means the personal data shared between the Parties under this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
- (i) For BTMs: BTM numbers, names, addresses, email addresses, telephone numbers, dates when their British Tennis Membership starts and ends, rankings and ratings, Wimbledon ballot entry / ticket information for major events, competitions entered, NUS number / student details (if applicable), and responses to surveys (plus parents’ or guardians’ names and contact details, if applicable);
 - (ii) For players: names, addresses, email addresses, telephone numbers, performance match-play and training-related data, rankings and ratings, dietary requirements and other information relevant for training or competition arrangements, medical records and injury information, anti-doping disciplinary and safeguarding information, and biographical and professional details (plus parents’ or guardians’ names and contact details, if applicable);
 - (iii) For coaches and officials: names, addresses, email addresses, telephone numbers, details of accreditations qualifications and training, availability selection and travel information, evaluations and assessments of players and matches, Disclosure and Barring Service (“DBS”) information (criminal records checks, where applicable), and disciplinary and safeguarding information;
 - (iv) For volunteers: records of activity and availability (such as volunteer role(s), length of service, awards and number of hours), application or registration details for the purposes of volunteering, reference checks, DBS information (criminal records checks, where applicable), and disciplinary and safeguarding information;
 - (v) For customers including ticket buyers: names, details of products or services purchased (including tickets), delivery addresses for products and services (including purchased tickets), email addresses, telephone numbers, payment information, details and dates of returns or refunds, dietary requirements, access requirements and proof of ID, where relevant for attending LTA events.
 - (vi) For members of staff: names, addresses, email addresses, telephone numbers, details of professional activities, etc.

2 DATA PROTECTION OBLIGATIONS

- 2.1 The Parties recognise that the effective governance of tennis in Great Britain and, particularly, in Lincolnshire requires each of the LTA and the County to collect, process and share personal data relating to individuals in the Lincolnshire tennis community (and others).
- 2.2 **The roles of the Parties.** This Agreement sets out the framework for the sharing of personal data between the Parties as independent data controllers. Each Party acknowledges that one Party (the **“Data Discloser”**) may disclose to the other Party (the **“Data Recipient”**) Shared Personal Data collected by the Data Discloser for the Purposes. Each Party shall comply with the obligations imposed on a data controller under the Data Protection Legislation in relation to the Shared Personal Data. Except as expressly set out in this clause 2 (and Schedule 2), nothing in this Agreement is intended to render either Party as a data processor acting for and on behalf of the other Party, and nothing in this Agreement shall render the Parties as “joint” data controllers under the GDPR.

- 2.3 **Particular obligations relating to data sharing.** Each of the Parties shall be responsible for ensuring the compliance with applicable law of its processing of personal data as a data controller, subject always to the provisions of clause 2.4 and Schedule 2 and each Party shall:
- (a) ensure that it has all necessary fair processing notices (commonly known as 'privacy notices' or 'privacy policies') and/or, as applicable, consents in place to enable the lawful transfer of the Shared Personal Data to the Permitted Recipients for the Purposes;
 - (b) ensure that the Shared Personal Data is accurate as at the date it is shared with the other Party;
 - (c) process the Shared Personal Data only for the Purposes;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients; and
 - (e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Shared Personal Data.
- 2.4 Where either party acts as a 'data processor' for the other, the data processor shall, to the extent that the processing must comply with the GDPR, comply with the data processing obligations set out in Schedule 2.
- 2.5 **Mutual assistance.** Without prejudice to clauses 2.1 to 2.3 above, each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, in relation to any Shared Personal Data it has received from the other Party, each Party shall:
- (a) take such steps as are reasonably requested by the other Party to enable that Party to comply with its obligations under the Data Protection Legislation;
 - (b) promptly inform the other Party about the receipt of any data subject access request or another request received from a data subject seeking to exercise their rights under the Data Protection Legislation;
 - (c) promptly notify the other Party if it receives a Regulatory Communication or becomes aware of a Security Incident, in each case which is likely to result in enforcement action, legal proceedings or otherwise adversely affect the reputation of the other Party, and, where relevant, provide reasonable assistance so that the Party in receipt of such Regulatory Communication or having detected such Security Incident may deal with and respond to the Regulatory Communication or Security Incident;
 - (d) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser;
 - (e) provide the other Party with contact details of at least one employee or volunteer as the point of contact and responsible manager for data protection compliance issues.
- 2.6 **Compliance with other policies and procedures.** The Parties shall comply with all data protection, information security and information governance policies in place and notified to the Parties from time to time, including any Information Sharing Protocol established for the purpose of safeguarding children and adults at risk.

3 TERM AND TERMINATION

- 3.1 This Agreement will be deemed to have commenced on the Commencement Date and continue for so long as either Party retains any Shared Personal Data that it received from the other Party under this Agreement in its possession or control (the "**Term**").
- 3.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of this Agreement in order to protect Shared Personal Data will remain in force and effect.

4 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England and Wales and is subject to the jurisdiction of the English and Welsh courts.

5 GENERAL

- 5.1 **Entire agreement.** This Agreement, and any policies and procedures referred to in this Agreement, contains the entire agreement between the Parties, and replaces all previous agreements and understandings between them, relating to its subject matter.
- 5.2 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any Party existing at the date set out above may enter into this Agreement by executing a counterpart.
- 5.3 **Relationship of the parties.** Without prejudice to clause 2.2, this Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Except as expressly provided for, neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 5.4 **Variations.** No variation of this Agreement will be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 5.5 **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by applicable law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 5.6 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- 5.7 **Third party rights.** The Parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by

Signed by

for and on behalf of
LAWN TENNIS ASSOCIATION LIMITED

for and on behalf of
LINCOLNSHIRE TENNIS

Schedule 1
Purposes of the data processing

The LTA's Purposes

The Purposes for which the LTA may use Shared Personal Data received from the County under this Agreement are:

1. administering British Tennis Membership, and performing contracts (terms and conditions of membership) with BTMs, including by processing membership payments;
2. complying with its legal obligations, including health and safety legislation, carrying out DBS checks on coaches, officials and volunteers, reporting to tax authorities, and assisting with investigations by the police and/or other competent authorities;
3. for safeguarding purposes;
4. and for all other purposes relating to the governance of tennis in Great Britain, including:
 - i. organising competitions and major events, and ensuring the security of those events and all LTA premises, including by event accreditation, ID checks and the use of CCTV monitoring;
 - ii. delivering performance programmes, including by monitoring player progress and making selection decisions for competitions etc., and keeping records of player rankings and ratings;
 - iii. carrying out coach and official accreditation qualifications and training;
 - iv. overseeing volunteering in British tennis, and monitoring engagement by research and analysis;
 - v. Communicating with the tennis community including by communicating with individuals;
 - vi. operating a customer services team, conducting surveys and operating websites; and
 - vii. employing staff, and appointing board and committee members, for those purposes.

The County's Purposes

The Purposes for which the County may use Shared Personal Data received from the LTA under this Agreement are:

1. all of the purposes listed above for the LTA, as is relevant for the governance of tennis in the County specifically (and concerning primarily the personal data of individuals in the Lincolnshire tennis community);

Schedule 2 GDPR Compliant Data Processing Obligations

1. In the course of the Parties interactions under this Agreement (and otherwise), one Party may have access to, or be required to, process personal data on the other Party's behalf. The parties acknowledge that for the purposes of the Data Protection Legislation, specifically the GDPR, a data controller subject to the GDPR is required to meet its statutory obligations in relation to the processing of personal data, irrespective of whether the processing is undertaken directly by the data controller or by a data processor acting on behalf of the data controller.
2. If either Party ("**processor**") processes any personal data on behalf of the other Party ("**controller**"), the processor shall, to the extent it is regulated by the GDPR in relation to that processing:
 - (a) process the personal data only on documented instructions from the controller (including this Agreement);
 - (b) not transfer such personal data to a country outside the European Economic Area unless specifically authorised to do so by the controller;
 - (c) ensure that persons authorised to process the personal data have committed themselves to obligations of confidentiality;
 - (d) take all appropriate technical and organisational measures to ensure an appropriate level of security for the personal data (including to protect it against accidental or unlawful destruction, loss, or alteration, and against unauthorised disclosure or access);
 - (e) not sub-contract its data processing obligations to a third party without the specific authorisation of the controller (and, where such authorisation is given, ensure that such a third party data processor agrees to the same data protection obligations as set out in this Schedule 2, on the understanding that the processor remains fully liable to the controller for the performance of those data processing obligations);
 - (f) assist the controller in responding to individuals exercising their data subject rights as set out in the GDPR (e.g. by helping the controller to provide a copy of a particular individual's personal data, if they ask for it);
 - (g) assist the controller to comply with its obligations under the GDPR (including regarding appropriate data security, the notification of a personal data breach to a relevant supervisory authority (i.e. data protection regulator) and to the data subject(s) affected, and the preparation of data protection impact assessments, where appropriate), taking into account the nature of processing and the information available to the processor;
 - (h) at the choice of the controller, delete or return to the controller all such personal data once the processing of such personal data is no longer required;
 - (i) make available to the controller all information necessary to demonstrate compliance with the obligations set out in this Schedule 2 (including a record of all categories of data processing activities the processor carries out on behalf of the controller) and allow for and contribute to data audits, including inspections, if the controller so requires.