

## DATA SHARING ARRANGEMENTS

Section A of this Data Sharing Arrangement applies to Clubs and Official Delivery Partners – for quick reference click '**CLUBS**' here.

Section B of this Data Sharing Arrangement applies to Partner Schools – for quick reference click '**SCHOOLS**' here.

British Gymnastics Privacy Policy for Rise Gymnastics – for quick reference click '**PRIVACY**' here.

Template Privacy notice for Deliverer – for quick reference click '**Template**' here.

## SECTION A – CLUBS & OFFICIAL DELIVERY PARTNERS

### 1. INTERPRETATION

#### 1.1 Definitions:

**Agreement:** The Rise Gymnastics Licence Agreement and this Data Sharing Arrangement;

**British Gymnastics:** Gymnastics Enterprise Limited (CRN: 02646569) whose registered address is Lilleshall National Sports Centre Ford Hall, Lilleshall National Sports Centre, Newport, Shropshire, England, TF10 9AT, being a wholly owned subsidiary of The British Amateur Gymnastics Association (CRN: 01630001), or any other member of its group from time to time who may perform the obligations under the Agreement;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Club:** an organisation or body, whose primary purpose is to deliver gymnastics activities, which is registered as a club with British Amateur Gymnastics Association (or Home Country equivalent) and meets the terms of registration as defined in section 17 of the British Gymnastics Membership Rules displayed on the webpage <https://www.british-gymnastics.org/docman/footer-menu-items/governance-documents/9748-1-1-membership-rules-v4-0-aug-2018/file> as updated from time to time by British Gymnastics;

**Communication:** a complaint, enquiry, notice, request or other communication (but excluding any Data Subject Request) relating to either party's obligations under any Data Protection Laws in connection with this Data Sharing Arrangement and/or the Processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority relating to any of the foregoing;

**Consent:** a freely given, specific, informed and unambiguous indication (by a statement or by a clear affirmative action) by which the relevant Data Subject has agreed to the relevant transfer(s) and/or Processing of the Shared Personal Data relating to them that has not been withdrawn. The terms **freely given, specific, informed, unambiguous** and **explicit** in this definition shall be construed in accordance with Data Protection Laws;

**Contact Point:** Rise Hub Administrator for the Deliverer and in respect of British Gymnastics is [risehub@british-gymnastics.org](mailto:risehub@british-gymnastics.org);

**Data Protection Laws:** as applicable to either party and/or to the rights, responsibilities and/or obligations of either party in connection with the Agreement:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (d) any other applicable law relating to the Processing, privacy and/or use of Personal Data;
- (e) any laws which implement or supplement any such laws; and
- (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

**Data Protection Supervisory Authority:** any regulator, authority or body responsible for administering Data Protection Laws;

**Data Subject Request:** a request made by a Data Subject to exercise any right(s) of Data Subjects under Chapter III of the GDPR in relation to any of the Shared Personal Data or concerning the Processing of such data;

**Deliverer:** the Club or Official Delivery Partner who accepts and agrees to the terms of this Data Sharing Arrangement by reading its terms displayed on the webpage [www.british-gymnastics.org.uk/gymnet/clubs/preferences](http://www.british-gymnastics.org.uk/gymnet/clubs/preferences) and then ticks the box to confirm its acceptance;

**Deliverer's Gymnastics Programme:** delivery of Rise Gymnastics by the Deliverer on the terms of the Agreement;

**Deliverer's Members:** either: i) the Club's staff, contractors, gymnasts, parents of gymnasts and volunteers directly associated with the Club who are members of British Amateur Gymnastics Association; ii) the staff, contractors, gymnasts and parents of gymnasts who are registered participants for Rise Gymnastics and directly associated with the Official Delivery Partner; and in each case participate in the Deliverer's Gymnastics Programme;

**Disclosing Party:** each party to the extent it (or any person acting on its behalf) discloses or otherwise makes accessible any Shared Personal Data to the other party (or any person acting on the other party's behalf);

**GDPR:** the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

**Home Country:** English Gymnastics, Gymnastics Northern Ireland, Scottish Gymnastics and Welsh Gymnastics;

**Materials:** all digital templates, website formats and other documents and materials in the form set out in the Rise Activation Pack to be used by the Deliverer for the purpose of the Deliverer's Gymnastics Programme, whether bearing the distinctive format of Rise Gymnastics or otherwise, but does not include the Rise Gymnastics Rewards;

**Official Delivery Partner:** a partner of British Gymnastics pursuant to the terms of a legally enforceable and ongoing delivery partner agreement entered into with The British Amateur Gymnastics Association;

**Permitted Lawful Basis:** the permitted lawful basis under Article 6(1) of the GDPR under which the Shared Personal Data is shared by the Disclosing Party with the Receiving Party and Processed by the Receiving Party, which the parties have agreed is Article 6(1)(f) of the GDPR for the purpose of setting up and administering Rise Hub and statistical reporting and Article 6(1)(a) of the GDPR for the purposes of sending achievement notification emails and matching the Rise Hub records where a Rise Hub user participates with a club and an Official Delivery partner;

**Permitted Purpose:** the delivery of Rise Gymnastics by the Receiving Party who need to use the Received Personal data to:

- (a) create user accounts and groups;
- (b) maintain gymnast progress and achievement records;
- (c) send electronic achievement notification; and
- (d) anonymise and aggregate gymnast progress and achievement data;

**Permitted Recipients:** the following who need access to the Received Personal Data for the Permitted Purpose:

- (a) the relevant Receiving Party's employees and volunteers; and
- (b) the relevant Receiving Party's contractors who are Permitted Rise Hub Users who have access to the Coach portal and contractor and sub-contractors' listed in Appendix 6 of this Data Sharing Arrangement (together with their employees);

**Permitted Rise Hub Users:** the Deliverer's Members who are granted access by British Gymnastics to use Rise Hub on the terms of the Agreement;

**Personal Data Breach:** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;

**Processing** has the meaning given in Data Protection Laws (and related expressions, including Process, Processed and Processes shall be construed accordingly);

**Received Personal Data:** Shared Personal Data in respect of which the relevant party is the Receiving Party;

**Receiving Party:** each party to the extent it (or any person acting on its behalf) receives or accesses any Shared Personal Data disclosed or made available by the other party (or any person acting on the other party's behalf);

**Rise Activation Pack:** any of the confidential Activation Packs, Rise Gymnastics Discover, Rise Gymnastics Explore or Rise Gymnastics Excel, purchased by the Deliverer from the website [www.british-gymnastics.org/shop](http://www.british-gymnastics.org/shop) and sent to the Deliverer in hard copy setting out the operations and procedures for running Rise Gymnastics, the Materials, the Delivery Guide and related terms and conditions forming part of the Agreement, as updated from time to time by British Gymnastics;

**Rise Gymnastics:** a gymnastics programme intended to deliver a high quality, safe and inclusive recreational and/or development pathway, which incorporates activity award and competition, to gymnasts of the appropriate age, development stage and ability, carried on by British Gymnastics via its licenced Deliverers using the Materials and Rise Gymnastics Rewards;

**Rise Gymnastics Rewards:** the medals and certificates to be used as rewards for Rise Gymnastics;

**Rise Hub:** British Gymnastics' online software application delivered through the web-based portals, Admin portal, Coach portal and Home portal, which provide access via [www.british-gymnastics.org.uk/riserunway](http://www.british-gymnastics.org.uk/riserunway) and <https://www.british-gymnastics.org/rise-gymnastics/rise-gymnastics-hub> for the Deliverer and the Permitted Rise Hub Users to access Rise Gymnastics and allows the Deliverer to manage the Deliverer's Gymnastics Programme. Individual portals can accessed through: [www.riseadmin.british-gymnastics.org](http://www.riseadmin.british-gymnastics.org), [www.risecoach.british-gymnastics.org](http://www.risecoach.british-gymnastics.org) and [www.risehome.british-gymnastics.org](http://www.risehome.british-gymnastics.org);

**Shared Personal Data:** Personal Data received by or on behalf of one party from or on behalf of the other party, or otherwise made available by one party to the other for the Permitted Purpose;

**Special Category Personal Data:** special categories of Personal Data as referred to in Data Protection Laws;

**UK Law:** applicable law of the United Kingdom or of a part of the United Kingdom; and

**Controller, Data Subject, Processor, Data Subject and Personal Data** shall have the meanings given to them in them in **Data Protection Law**.

- 1.1 Unless the context otherwise requires, references to this Data Sharing Arrangement include its Appendices.

## **2 STATUS OF THE PARTIES**

Each party shall be a Controller of the Shared Personal Data. If the parties share the Shared Personal Data, it shall be shared and managed in accordance with the terms of this Data Sharing Arrangement.

## **3 COMPLIANCE WITH DATA PROTECTION LAWS**

- 3.1 Subject to compliance by the other party with its express obligations in other provisions of the Agreement, each party shall at all times comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under the Agreement.
- 3.2 This Data Sharing Arrangement allocates certain rights and responsibilities among the parties as enforceable contractual obligations between themselves, however nothing in this Data Sharing Arrangement is intended to limit or exclude either party's responsibilities or liabilities under Data Protection Laws (including under Article 82 of the GDPR and the duties owed by each party to Data Subjects under any Data Protection Laws).

## **4 AGREED BASIS FOR SHARING**

- 4.1 The parties have determined that it is necessary to share the Shared Personal Data in order to achieve the Permitted Purpose.
- 4.2 The parties agree that this Data Sharing Arrangement relates to ongoing and routine data sharing.
- 4.3 The parties have documented additional details relating to the sharing of the Shared Personal Data in Appendix 2 of this Data Sharing Arrangement, which includes:
  - 4.3.1 the aims of each party in sharing the Shared Personal Data;
  - 4.3.2 why sharing the Shared Personal Data on the terms of this Data Sharing Arrangement is necessary to achieve those aims;
  - 4.3.3 the benefits to the Data Subjects and/or society of the parties sharing the Shared Personal Data; and
  - 4.3.4 the risks in respect of the sharing arrangements set out in this Data Sharing Arrangement.

## **5 GENERAL OBLIGATIONS**

- 5.1 Each party, to the extent it acts as Receiving Party, undertakes to the relevant Disclosing Party that it shall undertake all Processing of Received Personal Data only:
  - 5.1.1 for the Permitted Purpose in accordance with this Data Sharing Arrangement and in all respects in accordance with Data Protection Laws; and

- 5.1.2 to the extent consistent with the Permitted Lawful Basis, except to the extent otherwise required by UK Law.
- 5.2 The parties agree that in respect of Shared Personal Data, the relevant Disclosing Party:
- 5.2.1 is, as between the parties and subject to paragraphs 5.3 and 9.1, the primary point of contact for Data Subjects;
  - 5.2.2 subject to paragraphs 5.3 and 9.1, shall direct Data Subjects to its Contact Point in connection with the exercise of their rights as Data Subjects and for any enquiries concerning the Shared Personal Data and identify its Contact Point in all information referred to in paragraphs 5.2.5 and 5.2.11 as the contact point for all Data Subject Requests or other Communications from Data Subjects regarding the sharing or other Processing of such Shared Personal Data;
  - 5.2.3 shall ensure that the Shared Personal Data has been collected, Processed and transferred in accordance with the Data Protection Laws as applicable to that data at all times prior to the receipt of that data by the Receiving Party (or any person acting on its behalf);
  - 5.2.4 shall ensure the Shared Personal Data is accurate and up-to-date when disclosed or made accessible to the relevant Receiving Party;
  - 5.2.5 is solely responsible for both parties' compliance with all duties to provide information to Data Subjects under Articles 5(1)(a), 13 and 14 of the GDPR or any similar Data Protection Laws, including as required for all Processing of Shared Personal Data by or on behalf of the Receiving Party for the Permitted Purpose on the Permitted Lawful Basis in accordance with this Data Sharing Arrangement and shall comply with its respective obligations in Appendix 4;
  - 5.2.6 shall ensure that the Shared Personal Data when transferred to the Receiving Party (or anyone acting on its behalf) in connection with this Data Sharing Arrangement is not subject to the laws of any jurisdiction outside of the United Kingdom;
  - 5.2.7 to the extent Consent is identified in this Data Sharing Arrangement as the Permitted Lawful Basis in respect of the Shared Personal Data, is solely responsible for obtaining the Consent of Data Subjects, in accordance with Data Protection Laws as required for the transfers and Processing of that Shared Personal Data undertaken by either party in connection with this Data Sharing Arrangement and that such Consents are obtained in accordance with the section on 'Consents' in Appendix 7.
  - 5.2.8 without prejudice to its other obligations, shall ensure that it is entitled to transfer the Shared Personal Data to the Receiving Party and that the Receiving Party (and each of the Receiving Party's Permitted Recipients) is entitled under all applicable laws and legal theories to Process the Shared Personal Data for the Permitted Purpose in accordance with the terms of this Data Sharing Arrangement;

5.2.9 shall as specified in Appendix 7 promptly notify the Receiving Party if it becomes aware that any such Consent referred to in paragraph 5.2.7 is withdrawn or if a relevant Data Subject has requested that their Shared Personal Data is no longer Processed by either party for the Permitted Purpose.

5.2.10 is solely responsible for ensuring that where the Shared Personal Data was received by the Disclosing Party from a third party, or has been Processed by a third party on behalf of the Disclosing Party, it has in place arrangements with those third parties:

- (a) as required by all Data Protection Laws (including, where applicable, Articles 26, 28 and 32 of the GDPR);
- (b) which are adequate to permit the Disclosing Party to share the Shared Personal Data with the Receiving Party (and its Permitted Recipients) under all Data Protection Laws; and
- (c) as required for the Receiving Party (and its Permitted Recipients) to Process such data in accordance with this Data Sharing Arrangement; and

5.2.11 shall make available to Data Subjects the essence of this Data Sharing Arrangement (and notify them of any changes to it) as specified in Appendix 4.

5.3 Notwithstanding the terms of this Data Sharing Arrangement, the parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Laws against any relevant party as Controller.

5.4 Each party shall use its reasonable endeavours to assist the other to comply with any obligations under all Data Protection Laws in connection with this Data Sharing Arrangement and shall not perform its obligations under this Data Sharing Arrangement in such a way as to cause the other party to breach any of the other party's obligations under applicable Data Protection Laws to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

5.5 Without prejudice to any other obligation, if either party becomes aware any of the Shared Personal Data is inaccurate or out of date, it shall promptly notify the other.

## **6 TECHNICAL AND ORGANISATIONAL MEASURES**

6.1 The Receiving Party shall at all times:

6.1.1 put in place and maintain appropriate technical and organisational measures as required by Data Protection Laws;

6.1.2 implement and maintain appropriate technical and organisational measures to protect the Received Personal Data in its possession or control against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access, taking into account:

- (a) the nature of the data to be protected;

- (b) the harm that might result from any failure to so protect the Received Personal Data;
  - (c) the state of technological development; and
  - (d) the cost of implementing any measures;
- 6.2 ensure that it has the capability (technological and otherwise), to the extent required by Data Protection Laws, to:
  - 6.2.1 provide, correct or delete at the request of a Data Subject all the Received Personal Data relating to that Data Subject; and
  - 6.2.2 comply with any Data Subject Requests
  - 6.2.3 provided the relevant Disclosing Party complies with its obligations under this Data Sharing Arrangement; and
  - 6.2.4 without prejudice to any other obligation in this paragraph 6, implement and comply with the technical and organisational measures specified in Appendix 3 of this Data Sharing Arrangement.
- 6.3 Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, under Appendix 3 of this Data Sharing Arrangement.

## **7 THIRD PARTY PROCESSING**

- 7.1 Each party undertakes not to disclose or transfer Received Personal Data in respect of which it is the Receiving Party to any third party other than to a Permitted Recipient where necessary for the Permitted Purpose. Each party transferring or disclosing Received Personal Data in respect of which it is the Receiving Party shall ensure it is transferred and disclosed subject to equivalent and legally binding obligations which are no less onerous than those applicable to the Receiving Party under this Data Sharing Arrangement. This paragraph 7.1 is without prejudice to any disclosure or transfer required by UK Law.
- 7.2 In respect of any Processing of Received Personal Data performed by a Processor on behalf of a Receiving Party, that Receiving Party shall:
  - 7.2.1 carry out adequate due diligence on such Processor to ensure that it is capable of providing the level of protection for the Received Personal Data as is required by this Data Sharing Arrangement and Data Protection Laws, and provide evidence of such due diligence to the other party where reasonably requested; and
  - 7.2.2 ensure that suitable written agreements are at all times in place with each Processor as required under all Data Protection Laws (including Articles 28 and 32 of the GDPR).
- 7.3 The relevant Receiving Party shall be liable to the Disclosing Party for all acts and omissions of each of its Permitted Recipients in connection with Received Personal Data. Each obligation in this Data Sharing Arrangement on a party to do, or refrain from doing, anything shall include an obligation on that party to ensure all its Permitted Recipients do, or refrain from doing, such thing.



## **8 INTERNATIONAL TRANSFERS**

- 8.1 Subject to clause 8.2, the Receiving Party shall not transfer Received Personal Data to any country or territory outside the United Kingdom or to any international organisation (as defined in the GDPR), except to the extent required by UK Law or with the Disclosing Party's express prior written consent. For the purposes of this paragraph 8 'transfer' bears the same meaning as the word '**transfer**' in Article 44 of the GDPR.
- 8.2 The Receiving Party is authorised to transfer Received Personal Data to the Permitted Recipients referred to in Appendix 4 on the basis of an adequacy decision. For the purpose of this paragraph 8 an 'adequacy decision' means any valid adequacy decision as referred to in Article 45 of the GDPR.

## **9 DEALING WITH DATA SUBJECT REQUESTS AND COMMUNICATIONS**

- 9.1 Responsibility for complying with any Data Subject Request or Communication falls on the party which first received such Data Subject Request or Communication. In complying with any Data Subject Request or addressing any Communication each party shall comply with its obligations in the section on 'Data Subject Requests and Communications' in Appendix 7.
- 9.2 If either party receives a Communication relating to the Shared Personal Data Processed by (or on behalf of) the other party it shall to the extent lawful under UK Law:
- 9.2.1 promptly (and in any event within two Business Days of receipt) notify the Contact Point at the other party; and
- 9.2.2 consult with the other party in advance of giving any response, to the extent reasonably practicable.
- 9.3 Without prejudice to paragraph 9.1, if a party which is the Receiving Party receives a Data Subject Request it believes relates to Processing of Received Personal Data, it shall promptly (and in any event within two Business Days of receipt) notify the Contact Point of the Disclosing Party and provide them with full details (to the extent lawful under UK Law).
- 9.4 Each party shall use all reasonable endeavours to provide the other party with full and prompt co-operation and assistance in relation to any Data Subject Request or Communication made to enable the other party to comply with the relevant timescales set out in Data Protection Laws and to find an efficient, timely and amicable solution to any issues arising out of any Data Subject Request or Communication. Without prejudice to the generality of the foregoing, the other party shall respond to any request for co-operation or assistance under this paragraph 9.4 within five days.

## **10 PERSONAL DATA BREACHES**

- 10.1 Each party shall promptly (and in any event within 24 hours) notify the Disclosing Party if it suspects or becomes aware of any actual or threatened occurrence of any Personal Data Breach in respect of any Received Personal Data which it (or any person acting on its behalf) Processes as Receiving Party. In such circumstances,

the relevant Receiving Party shall promptly provide (to the extent permitted by UK Law):

- 10.1.1 sufficient information as the Disclosing Party (or its advisors) reasonably requires to meet any obligations to report a Personal Data Breach under Data Protection Laws (in a timescale which facilitates such compliance);
- 10.1.2 the Data Protection Supervisory Authorities investigating the Personal Data Breach with complete information as requested by those Data Protection Supervisory Authorities from time to time;
- 10.1.3 all reasonable assistance the Disclosing Party (or its advisors) requires, including:
  - (a) co-operation with Data Protection Supervisory Authorities (including with investigations or actions to mitigate or remediate the Personal Data Breach);
  - (b) making available all relevant data and records required for either party to comply with Data Protection Laws or as otherwise reasonably required by the Disclosing Party;
  - (c) taking such reasonable steps as are directed by the Disclosing Party to assist in the investigation, mitigation and remediation of a Personal Data Breach (which may include providing the Disclosing Party with physical access to any facilities affected and facilitating the interview of staff and others involved in the matter); and
  - (d) co-ordination with the Disclosing Party regarding the management of public relations and public statements relating to the Personal Data Breach.

10.2 The Receiving Party's obligations under this paragraph 10 shall be performed at the Disclosing Party's reasonable expense, except to the extent that the Personal Data Breach (or the circumstances giving rise to the Personal Data Breach or it being threatened or suspected) arose out of any negligence or wilful default of that Receiving Party or any breach by the Receiving Party of its obligations under this Data Sharing Arrangement, in which case the costs shall be borne by the Receiving Party.

## **11 DATA PROTECTION IMPACT ASSESSMENTS**

- 11.1 The parties have completed a data protection impact assessment in respect of the planned sharing of the Shared Personal Data under this Data Sharing Arrangement, and have agreed that this Data Sharing Arrangement will assist with mitigating certain risks that have been identified.
- 11.2 Where a party considers that:
  - 11.2.1 a data protection impact assessment is necessary for compliance with Data Protection Law; or
  - 11.2.2 the risks identified by a previous data protection impact assessment necessary for compliance with Data Protection Law may have changed in

respect of the sharing or other Processing activities conducted under or in connection with this Data Sharing Arrangement, the other party shall provide such reasonable assistance as that party may reasonably require.

## **12 RECORDS**

Each party shall maintain complete, accurate and up to date written records of all of its Processing of the Shared Personal Data and as necessary to demonstrate its compliance with this Data Sharing Arrangement and all Data Protection Laws.

## **13 GOVERNANCE AND REVIEW**

Prior to sharing the Shared Personal Data, the parties shall establish, and then comply with and maintain, the arrangements set out in Appendix 5 of this Data Sharing Arrangement until the earlier of the termination or expiry of the Agreement and/or the Data Sharing Arrangement.

## **14 ADDITIONAL ARRANGEMENTS**

Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, under Appendix 7 of this Data Sharing Arrangement.

## **15 AUDIT**

- 15.1 Each party shall (and shall ensure all its Permitted Recipients shall) promptly:
- 15.1.1 make available to the other party such information as is reasonably required to demonstrate that party's compliance with its obligations under this Data Sharing Arrangement;
  - 15.1.2 not more than once in any 12-month period upon reasonable prior notice allow for, permit and contribute to audits, including inspections, by the other party (or another auditor mandated by the other party) during normal business hours to the extent necessary to verify the audited party's compliance with its obligations under this Data Sharing Arrangement; and
  - 15.1.3 provide (or procure) access to all relevant systems, personnel, business premises and records for the purposes of each such audit or inspection referred to in paragraph 15.1.2 and provide (and procure) all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
- 15.2 Each party shall allow the other to exercise its rights at paragraph 15.1 in the period up to two years after the termination or expiry of this Data Sharing Arrangement.
- 15.3 When conducting audits and inspections, the relevant party conducting the audit or inspection shall comply with the other party's reasonable directions in order to minimise disruption to the other party's business and to safeguard the confidentiality of the other party's Confidential Information. The party subject to the audit or inspection may require any third parties conducting such audit or inspection to enter into direct confidentiality undertakings with it on terms that are substantially the same as the confidentiality obligations in clause 17 of the Licence Agreement.

## **16 RETENTION**

- 16.1 Subject to paragraph 16.2 and except as required by UK Law, each party shall retain the Received Personal Data in accordance with the retention periods identified for the specific element of the Shared Personal Data in accordance with Appendix 1 of this Data Sharing Arrangement.
- 16.2 Except as required by UK Law, the parties shall, to the extent they are Receiving Party:
- 16.2.1 subject to paragraphs 16.2.2 to 16.2.4 (inclusive), Process all Received Personal Data for no longer than such Processing is necessary for the Permitted Purpose and compliant with this Data Sharing Arrangement and all Data Protection Laws;
  - 16.2.2 cease to Process all Received Personal Data on the earlier of termination or expiry of the Licence Agreement and/or this Data Sharing Arrangement; and
  - 16.2.3 without undue delay and in any event within 25 Business Days, confidentially and securely destroy or dispose of all Received Personal Data (and all copies) in its possession or control that can no longer be Processed in accordance with this Data Sharing Arrangement.

## **17 COSTS**

Except as expressly stated in this Data Sharing Arrangement, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Data Sharing Arrangement.

## **18 SURVIVAL**

Except as otherwise expressly stated in this Data Sharing Arrangement, the provisions of this Data Sharing Arrangement shall survive termination or expiry of this Data Sharing Arrangement and continue indefinitely.

## **19 WARRANTIES**

- 19.1 Each party warrants and undertakes that it will:
- 19.1.1 it shall process the Shared Personal Data in compliance with the Data Protection Laws;
  - 19.1.2 it shall provide a copy of this Agreement to any applicable Data Protection Supervisory Authority where required and respond within a reasonable time and as far as reasonably possible to enquiries from the Data Protection Supervisory Authority in relation to the Shared Personal Data;
  - 19.1.3 where applicable, maintain registration with the Data Protection Supervisory Authority to process all Shared Personal Data for the Permitted Purpose.
  - 19.1.4 it has the right, power and authority to enter into this Agreement and to perform its obligations under this Agreement; and
  - 19.1.5 it shall take all appropriate steps to ensure compliance with the measures set out within this Data Sharing Arrangement, process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders,

standards and other similar instruments that apply to its Personal Data processing operations.

- 19.2 Except as expressly stated in this Data Sharing Arrangement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

## **20 INDEMNITY**

- 20.1 The Disclosing Party and Receiving Party undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Data Sharing Arrangement, except to the extent that any such liability is excluded under clause 21.

- 20.2 Indemnification hereunder is contingent upon:

20.2.1 the party(ies) to be indemnified (the **indemnified party(ies)**) promptly notifying the other party(ies) (the **indemnifying party(ies)**) of a claim,

20.2.2 the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and

20.2.3 the indemnified party(ies) providing reasonable co-operation and assistance to the indemnifying party(ies) in defence of such claim.]

## **21 LIMITATION OF LIABILITY**

- 21.1 Neither party excludes or limits liability to the other party for:

21.1.1 fraud or fraudulent misrepresentation;

21.1.2 death or personal injury caused by negligence;

21.1.3 any matter for which it would be unlawful for the parties to exclude liability.

- 21.2 Subject to clause 20.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

21.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

21.2.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

21.2.3 any loss or liability (whether direct or indirect) under or in relation to any other contract.

- 21.3 Clause 21.2 shall not prevent claims, for:

21.3.1 direct financial loss that are not excluded under any of the categories set out in clause 21.2.1; or

21.3.2 tangible property or physical damage.

## **22 THIRD PARTY RIGHTS**

- 22.1 Except as expressly provided in this Data Sharing Arrangement in relation to Data Subjects rights, a person who is not a party to this Data Sharing Arrangement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Data Sharing Arrangement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 22.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Data Sharing Arrangement are not subject to the consent of any other person.

## **23 VARIATION**

No variation of this Data Sharing Arrangement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **24 WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Data Sharing Arrangement or by law shall constitute a waiver of that or any other right or remedy, nor shall 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 shall prevent or restrict the further exercise of that or any other right or remedy.

## **25 SEVERANCE**

- 25.1 If any provision or part-provision of this Data Sharing Arrangement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Data Sharing Arrangement.
- 25.2 If any provision or part-provision of this Data Sharing Arrangement is deemed deleted under clause 25.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **26 CHANGES TO THE APPLICABLE LAW**

If the Data Protection Laws change in a way that the Data Sharing Arrangement is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that they will negotiate in good faith to review this Data Sharing Arrangement in the light of the new legislation.

## **27 NO PARTNERSHIP OR AGENCY**

- 27.1 Nothing in this Data Sharing Arrangement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other.
- 27.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **28 ENTIRE AGREEMENT**

- 28.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 28.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.
- 28.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Agreement.

## **29 FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Data Sharing Arrangement.

## **30 RIGHTS AND REMEDIES**

The rights and remedies provided under this Data Sharing Arrangement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **31 NOTICE**

- 31.1 Any notice given to a party under or in connection with this Data Sharing Arrangement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the email address notified by a party to the other for the purposes of this clause. The email address to be used for British Gymnastics is participation@british-gymnastics.org.
- 31.2 Any notice shall be deemed to have been received:
- 31.2.1 if delivered by hand, at the time the notice is left at the proper address;
  - 31.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - 31.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 31.2.3 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 31.3 This clause shall not apply to the service of any proceedings or other documents in any legal action, arbitration or other method of dispute resolution.

**32 GOVERNING LAW**

This Data Sharing Arrangement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**33 JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Data Sharing Arrangement or its subject matter or formation.



## APPENDIX 1 - THE SHARED PERSONAL DATA

### 1 Shared Personal Data to be shared by British Gymnastics with Deliverer

Reference:	BG1 - Only applicable to Clubs	BG2 –Only applicable to Official Delivery Partners
<b>Subject matter of Personal Data to be shared</b>	Transmission of data to Rise Hub	Transmission of data to Rise Hub
<b>Type of Personal Data to be shared</b>	<p>Gymnasts - Name, date of birth, gender, club, postcode and membership number.</p> <p>Parents – Name and email address.</p> <p>Administrators/Coach – Name, club(s) and membership number.</p> <p>No Special Category data is shared.</p>	<p>Administrator/Coach/Instructor data – name, delivery partner and membership number.</p> <p>No Special Category data is shared.</p>
<b>Categories of Data Subject</b>	<p>British Gymnastics Bronze/Bronze Preschool members under the age of 16 and attached parent.</p> <p>British Gymnastics coaches/instructors, attached to the club, who hold a minimum UKCC L1 or equivalent qualification but only if they are linked to the club as a coach.</p> <p>British Gymnastics administrators, attached to the club and hold 'Club Secretary' access level</p>	British Gymnastics coaches/instructors attached to the Official Delivery Partner who hold a minimum UKCC L1 or equivalent qualification.
<b>Who shares the data?</b>	British Gymnastics IT Architect	British Gymnastics IT Architect
<b>Date planned for sharing</b>	Data sharing will be triggered by the club logging into Admin portal after purchasing Rise Gymnastics. After the initial log-in, the data is refreshed hourly so new member data is transmitted to the portal.	Data sharing will be triggered by the Official Delivery Partner logging into Admin portal after purchasing Rise Gymnastics. After the initial log-in, the data is refreshed hourly so new member data is transmitted to the portal.
<b>How will it be shared?</b>	All data will be transferred via an API to the Admin portal.	All data will be transferred via an API to the Admin portal.
<b>Who receives the data?</b>	Permitted Rise Hub Admin Users.	Permitted Rise Hub Admin Users.
<b>What happens with the data when it is received?</b>	Admin User sets up groups of gymnasts in Admin portal.	Admin User sets up groups of gymnasts (following sharing of gymnast data with British Gymnastics) in Admin portal. Coach/instructors can

<b>Reference:</b>	<b>BG1 - Only applicable to Clubs</b>	<b>BG2 –Only applicable to Official Delivery Partners</b>
	<p>Coach/instructors can see the groups and associated gymnasts (only name and age) in Coach portal.</p> <p>Stored on Rise Hub and used to set up accounts, deliver Rise Gymnastics, send notification emails (subject to consent of data subject) and reporting purposes.</p> <p>Data accessible on Rise Hub until the Club removes the user from GymNet.</p>	<p>see the groups and associated gymnasts in Coach portal.</p> <p>Stored on Rise Hub and used to set up accounts, deliver Rise Gymnastics, send notification emails (subject to consent of data subject) and reporting purposes.</p> <p>Data accessible on Rise Hub until the Official Delivery Partner requests the removal of the user from their account.</p>
<b>What retention period shall be applied to that data?</b>	<p>Gymnasts shall be deactivated/removed by the club in GymNet within two weeks of them ceasing participation at the club and coaches shall be deactivated/removed without undue delay (which will remove their access to Coach portal) if they cease coaching at the club.</p>	<p>Coaches/Instructor shall be deactivated without undue delay (which will remove their access to Coach portal) if they cease coaching. Once the coach/instructor is deactivated, the data will be immediately deleted but can be restored if the user is re-activated.</p>

## 2 Shared Personal Data to be shared by Deliverer with British Gymnastics

<b>Reference:</b>	DP1 – Only applicable to Official Delivery Partners (not clubs)	DP2 – Gymnast progress and achievement record (clubs and Official Delivery Partners)
<b>Subject matter of Personal Data to be shared</b>	Transmission of member data to Rise Hub	Gymnast group information, progress and achievement record.
<b>Type of Personal Data to be shared</b>	<p>Gymnasts - Name, date of birth, Official Delivery Partner Parents – Name and email address.</p> <p>No Special Category data is shared.</p>	<p>Information about group, attendance and progress and achievement of award records.</p> <p>No Special Category data is shared.</p>
<b>Categories of Data Subject</b>	Gymnasts and parents	Gymnasts
<b>Who shares the data?</b>	Permitted Rise Hub Admin User	Deliverer's Permitted Recipients (Admin and Coach users)
<b>Date planned for sharing</b>	Ongoing from commencement date.	Ongoing from commencement date.
<b>How will it be shared?</b>	Upload to portal via a .csv file.	Recorded directly onto Rise Hub by Admin and Coach users.
<b>Who receives the data?</b>	Fitronics Ltd authorised employees (on behalf of British Gymnastics).	Fitronics Ltd authorised employees (on behalf of British Gymnastics)

Reference:	DP1 – Only applicable to Official Delivery Partners (not clubs)	DP2 – Gymnast progress and achievement record (clubs and Official Delivery Partners)
		British Gymnastics Insight Manager or equivalent will receive the aggregated data but will not have access to any identifiable data.
<b>What happens with the data when it is received?</b>	<p>Admin User sets up groups of gymnasts in Admin portal. Coach/instructors can view these groups and associated gymnasts in Coach portal.</p> <p>Stored on Rise Hub and used for the delivery of Rise Gymnastics (account set up, administration, recording progress and sending notification emails (subject to consent of data subject).</p> <p>Data accessible on Rise Hub until the Official Delivery Partner removes the user from Admin portal.</p>	<p>Stored on Rise Hub to prepare aggregated (anonymous) statistical reports received by British Gymnastics.</p> <p>Data will be aggregated by Fitronics Ltd (on behalf of British Gymnastics) and British Gymnastics can view the aggregated data through an API.</p>
<b>What retention period shall be applied to that data?</b>	<p>Any participant who is no longer taking part shall be de-activated by the Official Delivery Partner in accordance with their retention criteria/period.</p> <p>The personal data is immediately deleted so cannot be restored.</p>	<p>Official Delivery Partners – If a participant is no longer taking part, they shall be de-activated by the Official Delivery Partner in accordance with their retention criteria/period. Once the user is de-activated the personal data is immediately deleted and cannot be restored.</p> <p>Clubs – The Club shall de-activate/remove the gymnast in GymNet within two weeks of them ceasing participation at the club. The data will be immediately pseudonymised but can be restored in its previous format if the user re-joins the club within two years.</p> <p>After 2 years, any identifiable data will be deleted, and the record cannot be restored.</p>

## **APPENDIX 2 - FURTHER DETAILS OF THE PERSONAL DATA SHARING**

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This Appendix 2 is included for convenience only and shall have no legal effect, including no effect on the interpretation of this Data Sharing Arrangement.

### **1 Data sharing objectives**

1.1 The parties have determined the following aims and objectives of sharing the Shared Personal Data for the Permitted Purpose:

- 1.1.1 to create a positive connection with British Gymnastics, our Clubs and Delivery Partners and the participants, parents, coaches and instructors, and providers ensuring a sense of all belonging to one gymnastics community;
- 1.1.2 to provide a secure and innovative portal for the delivery of a high-quality recreational gymnastics award scheme, with the objective of improving standards in recreational gymnastics coaching and achievement by gymnasts.
- 1.1.3 to provide Deliverers with an effective mechanism for providing parents with feedback on their child's performance and achievements thus enabling parents to keep track of their child's progress.
- 1.1.4 to be able to effectively monitor the use and progression of gymnasts and be able to provide statistical evidence to funding partners to demonstrate the impact of Rise Gymnastics; and
- 1.1.5 to increasing revenue generated from reward sales.

### **2 Necessity**

2.1 The parties have determined that sharing the Shared Personal Data on the terms of this Data Sharing Arrangement is necessary to achieve those aims because:

- 2.1.1 an automated system is necessary to achieve the data sharing objectives;
- 2.1.2 Rise Hub provides a secure, accessible and efficient mechanism for providing feedback to parents and has designed in a way that embeds data protection into the design of Rise Hub; and
- 2.1.3 the data is adequate but limited to the information necessary for the administration of Gymnastics and the necessary statistical reporting.

### **3 Benefits of data sharing**

3.1 The parties have determined the following benefits will be derived by Data Subjects and/or society from sharing the Shared Personal Data:

- 3.1.1 higher standards in the delivery of recreational gymnastics and the outcome for participants;
- 3.1.3 parents and/or gymnasts will have access to quality feedback on their/their child's performance and a record of their progression.

- 3.1.4 enables parties to work collaboratively to ensure a higher quality experience for participants in Rise Gymnastics and Permitted Rise Hub Users.
- 3.1.5 data insight will enable British Gymnastics to anticipate the award demand levels by Deliverers and continue to develop and enhance Rise Gymnastics.

#### **4 Risks of data sharing and mitigation measures**

- 4.1 British Gymnastics (on behalf of and in consultation with the parties) has completed a data protection impact assessment (which is continually reviewed and updated) in respect of the sharing arrangements set out in this Data Sharing Arrangement.
- 4.2 The parties have determined the following risks may arise from sharing the Shared Personal Data, and have agreed measures to remove or mitigate such risks, including those measures set out in this Data Sharing Arrangement:
  - There is a security incident involving the Shared Personal Data.
  - Inability to exercise rights (including but not limited to privacy rights)
  - Loss of control over the use of personal data
  - Data being processed in a way that is incompatible with the purpose for which it was provided.
  - Personal data is retained for longer than is necessary.
  - Personal data is accessible to Recipients who do not require access.
  - The Shared Personal Data is not adequate or is not limited to what is necessary for the Permitted Purpose.
  - Electronic communications breach Privacy and Electronic Communications Regulations 2003 (PECR 2003).

## APPENDIX 3 - TECHNICAL AND ORGANISATIONAL MEASURES

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### 1 Security management

- 1.1 The relevant Disclosing Party shall ensure the Shared Personal Data is transmitted to Rise Hub using the following secure measures:
  - 1.1.1 Shared Personal Data is encrypted in transit when transferred to Rise Hub.
    - 1.1.2 Where Shared Personal Data is uploaded from a portable device, the device is encrypted.
- 1.2 British Gymnastics shall implement and maintain the following measures in respect of Shared Personal Data:
  - 1.2.1 Encryption at rest and encryption of data in transit using SSL and locked down by network access policies.
  - 1.2.2 Data in the underlying storage will be encrypted, as will the automated backups, snapshots, and replicas in the same cluster.
  - 1.2.3 Regular scheduled patch windows and application code version and security is managed with package scanning services at development and build time.
  - 1.2.4 Scheduled automated minor version patching and security patches applied as soon as they become available.
  - 1.2.5 Appropriate malware monitoring and protection solutions to protect the personal data from exposure to attacks or information security vulnerabilities
  - 1.2.6 Data access only within the VPC removing direct external attack vectors
  - 1.2.7 All services behind a web application firewall with anti-virus protection active on the development and build platforms;
  - 1.2.8 An ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
  - 1.2.9 A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing; and
  - 1.2.10 Adopting appropriate techniques for returning, permanently destroying and/or otherwise disposing of electronically held and hard copy personal information when it is no longer necessary to retain it including defined cache retention rules.
- 1.1 Each party shall, to the extent it is the relevant Receiving Party, implement and maintain the applicable measures in respect of Received Personal Data:
  - 1.2.1 A secure mechanism for user authentication.
  - 1.2.2 Appropriate encryption on devices used by Permitted Rise Hub Users who have access to the Admin portal or Coach portal.

- 1.2.3 Ensure anyone who no longer needs access to the Admin portal or Coach portal on Rise Hub promptly removed.
- 1.2.4 Scheduled periodic review of the technical and organisational measures in place to ensure ongoing effectiveness.

## **2 Personnel**

- 2.1 Each party shall, to the extent it is the relevant Receiving Party, at all times ensure the Processing of the Received Personal Data by natural persons shall be limited to its employees and volunteers and the employees of its Permitted Recipients (collectively, **personnel**) that need to Process it for the relevant Permitted Purpose in accordance with this Data Sharing Arrangement and that all such personnel:
  - 2.1.1 are reliable and have undergone adequate training in the use, care, protection and handling of Received Personal Data as required for compliance with all Data Protection Laws and this Schedule and have completed cyber security training;
  - 2.1.2 are informed of the confidential nature of the Received Personal Data and the relevant party's obligations under this Data Sharing Arrangement and subject to appropriate obligations of confidentiality;
  - 2.1.3 do not copy, publish, disclose or divulge any of the Received Personal Data including Rise Hub usernames and passwords to any third party where the party subject to this obligation would not be permitted to do so;
  - 2.1.4 are subject to (and comply with) a binding written contractual obligation to keep the Received Personal Data confidential (unless disclosure is required under UK Law); and
  - 2.1.5 are aware of and comply with their duties under this Data Sharing Arrangement and the confidentiality obligations in clause 17 of the Licence Agreement.

## **APPENDIX 4 - TRANSPARENCY ARRANGEMENTS**

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- 1.1 Parties to this Data Sharing Arrangement will ensure that data subjects are informed how and why their personal data will be processed and who it is shared with (the Right to be Informed).
- 1.2 British Gymnastics will publish the British Gymnastics privacy notice for Rise Gymnastics provided in Appendix 8 that includes the information required in accordance with the transparency obligations under Article 13 & 14 of GDPR.
- 1.3 British Gymnastics will provide the British Gymnastics privacy notice for Rise Gymnastics to all applicable British Gymnastics members prior to the Shared Personal Data being provided to the Deliverer.
- 1.4 Each Deliverer shall update and publish their existing privacy notice to include Rise Gymnastics or may prepare and publish a stand-alone Deliverer's privacy notice specifically for Rise Gymnastics.
- 1.5 The Deliverer's privacy notice shall reflect the essence of these data sharing arrangements (and any changes to it) and meet the transparency obligations under Article 13 & 14 of GDPR.
- 1.6 The Deliverer may adapt the British Gymnastics privacy notice for Rise Gymnastics but must ensure that the Deliverer's privacy notice includes the information necessary for data subjects to exercise their rights directly with the Deliverer.
- 1.7 The Deliverer shall ensure the privacy notice is robust and sufficiently prominent notice and where the Deliverer is the Disclosing Party, ensure the privacy notice is provided to data subjects in advance of the Deliverer uploading personal data of the data subject to Rise Hub.
- 1.8 The Receiving Party shall ensure Permitted Rise Hub Users are provided with access to their privacy notice that covers Rise Gymnastics within 30 days of receiving the Received Personal Data.



## APPENDIX 5 - GOVERNANCE AND REVIEW

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### 1 Contact Points

- 1.1 The parties have designated the Contact Points, as the first contact points for third parties in relation to Data Subject Requests and Communications and any other matter relating to the Shared Personal Data. Each party's respective Contact Point shall have overall internal responsibility within their respective party for appropriately addressing and responding to Data Subject Requests and Communications within the scope of that party's obligations.
- 1.2 Any notice or communication that is required by this Schedule to be sent to a Contact Point shall be sent to the relevant email address of the Contact Point. Such notices and communications shall be deemed delivered in accordance with the same rules specified in clause 31 of this Data Sharing Arrangement.

### 2 Relationship between Contact Points

- 2.1 The Contact Points of each party shall maintain regular contact, by phone as necessary, to manage the relationship between the parties to ensure the overall effectiveness of the sharing arrangements set out in this Data Sharing Arrangement.
- 2.2 Any matters that are not resolved to the satisfaction of either Contact Point shall promptly be reported to the Governance Committee referred to in paragraph 6 of this Appendix 5.

### 3. Governance Group

- 3.1 British Gymnastics shall establish and maintain a **Governance Group** which shall include the following roles:
  - 3.1.1 British Gymnastics - Head of Participation;
  - 3.1.2 British Gymnastics - Recreational Gymnastics Manager;
  - 3.1.3 British Gymnastics - Participation Product Officer;
  - 3.1.4 Club Deliverer Representatives;
  - 3.1.5 Official Delivery Partner Representatives
  - 3.1.6 British Gymnastics Data Protection Officer; and
  - 3.1.7 British Gymnastics IT Architect and a representative from Fitronics Ltd.
- 3.2 The Governance Committee shall meet face to face or via an online meeting every six months and the agenda shall cover:
  - 3.2.1 The overall effectiveness of the sharing arrangements set out in this Data Sharing Arrangement;
  - 3.2.2 any Communications or other areas of concern;

- 3.2.3 the volume of Data Subject Requests and Communications relating to the Shared Personal Data;
  - 3.2.4 whether lawful bases and privacy notices and arrangements under this Data Sharing Arrangement remain appropriate;
  - 3.2.5 whether the risks of the data sharing have changed; and
  - 3.2.6 whether the technical and organisational measures as set out at Appendix 3 of this Schedule are adequate
- 4.3 All Contact Points will be invited to submit agenda items and will be given the opportunity to attend or send a representative to the meetings.
- 4.4 The Governance Committee shall in consultation with Rise Gymnastics Deliverers review periodically the content of this Schedule (the Review), which shall include confirmation:
- 3.1.1 that the arrangements reflect current practice and the objectives of the parties;
  - 3.1.2 that the scope of the Permitted Purpose is still relevant and the scope for which the Shared Personal Data is being used by the Receiving Party has not been expanded without agreement of the parties;
  - 3.1.3 that the benefits to the Data Subjects or society, as stated in Appendix 2 of this Schedule are being realised;
  - 3.1.4 whether the arrangements in this Appendix 5 are adequate and working in practice; and
  - 3.1.5 that any relevant new guidance issued by any Data Protection Supervisory Authority raised by either party during the Review has been considered as part of the Review;
- 5.2 The Review shall take place at least every six months during the first two years following its commencement, and at least every 12 months thereafter.

## APPENDIX 6 - PERMITTED CONTRACTORS AND SUB-CONTRACTORS

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<b>Organisation</b>	<b>Permitted Recipient of:</b>	<b>Location</b>
<i>AMAZON DEVELOPMENT CENTRE IRELAND LIMITED</i> , a company incorporated in Ireland under number 566018 whose registered office is One Burlington Plaza, Burlington Road, Dublin 4, Dublin, 662883	British Gymnastics	Ireland
<i>FITRONICS LTD</i> , a company incorporated in England and Wales under number 04530620 whose registered office is 4&5 Palace Yard Mews, Bath, BA1 2NH, trading as CAP2 Solutions	British Gymnastics	Ireland

## APPENDIX 7 - ADDITIONAL ARRANGEMENTS

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### 1 Personal Data Breaches

- 1.1 British Gymnastics shall be responsible for co-ordinating the response to any actual or threatened occurrence of any Personal Data Breach (security incidents) in respect of Shared Personal Data hosted on Rise Hub.
- 1.2 All parties shall ensure that any security incidents relating to Personal Data hosted on Rise Hub are reported to the British Gymnastics by email at [rise.databreach@british-gymnastics.org](mailto:rise.databreach@british-gymnastics.org).

### 2. Consents

- 2.1 Consent to send the achievement notification emails is collected on Rise Hub when the parent first logs into/creates their Home portal account.
- 2.2 The sending of achievement notification emails is automated and as triggered by the coach's or instructor's input of the required competencies. These emails will only be sent to those Data Subjects who have consented to receive the emails and anyone who has subsequently unsubscribed will be excluded.
- 2.3 Consent can be withdrawn by the parent on the Home portal in the settings tab or by using the unsubscribe link in the achievement notification email.
- 2.4 If a Permitted User of Home portal withdraws consent orally or in another way, the Receiving Party must be informed in writing so that the Consent setting in the Home portal can be updated.

### 3. Data Subject Requests and Communications

- 3.1 Where assistance is required to respond to Data Subject Requests and communications relating to the Shared Personal Data, requests should be sent to the British Gymnastics Contact Point at [risehub@british-gymnastics.org](mailto:risehub@british-gymnastics.org).
- 3.2 **Data Subject Access Requests (DSAR):** If a Deliverer receives a DSAR, British Gymnastics can assist in providing an electronic copy of the data subject's personal data stored or otherwise processed on Rise Hub.
- 3.3 **Rectification requests:** The Disclosing Party is responsible for correcting any inaccurate data on Rise Hub. British Gymnastics shall respond to any requests to correct any inaccurate data where British Gymnastics is the Disclosing Party.
- 3.4 **Erasement requests/objection to processing:** All data subjects can request that their personal data is erased from Rise Hub and/or object to the use of their personal data for Rise Gymnastics Purposes.

- 3.5 The data subject's personal data must be permanently deleted from Rise Hub if it is no longer necessary for Rise Gymnastics purposes or for other legitimate ground set out in Article 17 of the GDPR or, in the case of an objection, there is no compelling reason to continue to process the personal data as set out in Article 21 of the GDPR.
- 3.6 If a Delivery Partner de-activates gymnast user records, this automatically deletes all identifiable data relating to the gymnast
- 3.7 Deliverers cannot permanently delete coach/instructor personal data from Rise Hub, and clubs cannot permanently delete gymnast data so erasure requests need to be submitted to the Contact Point at British Gymnastics with confirmation that the Deliverer considers that it is not necessary to retain the Shared Personal Data. Where applicable, the Deliverer should de-activate the user record prior to submitting the request for assistance to British Gymnastics.
- 3.8 If British Gymnastics received a request relating to the Shared Personal Data, or British Gymnastics has a legitimate reason why the Shared Personal Data should not be deleted from Rise Hub, British Gymnastics will contact the Contact point to agree how the request should be addressed.
- 3.9 If it is agreed that the Shared Personal Data shall be deleted from Rise Hub, British Gymnastics shall ensure this action is taken.
- 3.10 The erasure of personal data before the standard 2-year retention period for inactive accounts is a manual process and will be carried out by Fitronics.
- 3.11 **Portability (Clubs):** If a Rise Hub User transfers to a different Deliverer, the data subject's Rise Hub information they have provided is ported to another Deliverer. British Gymnastics shall manage this process.

#### **4. Other arrangements**

##### **4.1 Home portal sign up**

- 4.1.1 To invite a parent to log into/set up their Home portal account, the Deliverer Admin User must invite parents through a templated email link.
- 4.1.2 The parent will receive a service email providing the link for them to log in/create an account for Home portal.
- 4.1.3 Parents will need to create an account and set up their own password except for British Gymnastics members, who will use their British Gymnastics account membership number and password.
- 4.1.4 Once the account has been set up, future login is via the Rise Gymnastics Parent page on the British Gymnastics website or via the URLs <https://www.british-gymnastics.org/rise-gymnastics-parents> or <https://www.risehome.british-gymnastics.org>

- 4.2 **Adding gymnasts to Rise Hub:** Deliverers that can add gymnasts to Rise Hub via the Admin portal shall only do so if the gymnast will be actively participating in Rise Gymnastics,
- 4.3 **Restricting transmission of coach/instructor data:** When you purchase Rise Gymnastics, we will transfer the data for all coaches and instructors linked to your organisation as a coach, but you can request that we do not transmit the data of specific named coaches or instructors if you know they will not be delivering Rise Gymnastics.
- 4.3 **Opting out:** Clubs members and Coaches/Instructors who are registered with British Gymnastics but do not wish to take part in Rise Gymnastics can request that British Gymnastics does not transmit their personal data to Rise Hub.
- 4.4 **Opting in –** Clubs can ask British Gymnastics to opt in to Rise Gymnastics any British Gymnastics gymnast members who are not Bronze members under 16.
- 4.5 **Keeping records up to date (Delivery Partners)** – the Delivery Partner shall remove Permitted Rise Hub Users who are gymnasts via the Admin portal and unlink any coaches or instructors by request through British Gymnastics without undue delay if the individual will not be continuing with Rise Gymnastics in their site.
- 4.6 **Keeping records up to date (Clubs)** – the Club shall remove Permitted Rise Hub Users who are coaches or gymnasts in GymNet without undue delay if the individual leaves the Club.
- 4.7 **Retention (Clubs)** - once a Permitted Rise Hub User has been unlinked from a Club, their data will be pseudonymised. This means they will be unlinked from the club and except of the membership number and progress record, all other personal data will be removed from Rise Hub. The membership number can be used to restore the account to its previous format. If the gymnast does not reassume participation in Rise Gymnastics within two years, any personal data will be deleted from Rise Hub.
- 4.8 **Retention (Delivery Partners)** - once a Permitted Rise Hub User has been removed from Admin portal or unlinked from a Leisure Centre, their data will be deleted from Rise Hub. The Delivery Partner is responsible for determining the retention period for the personal data held on Rise Hub and shall communicate information on the retention period/criteria in their privacy notice and ensure records are deleted in line with the published retention period/criteria.
- 4.9 **Account Connection requests** – At the request of the data subject the Rise Hub accounts of a parent of a gymnast(s) who is(are) taking part in Rise Gymnastics under a Leisure Centre Deliverer and a Club Deliverer can have these accounts linked. This allows the parent to access both accounts via their British Gymnastics login. This does not enable a Deliverer to access any information entered by the other Deliverer.

## **APPENDIX 8 - BRITISH GYMNASTICS PRIVACY NOTICE – RISE GYMNASTICS**

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This Appendix 8 is included for convenience only and shall have no legal effect, including no effect on the interpretation of this Data Sharing Arrangement.

### **British Gymnastics Privacy notice – Rise Gymnastics**

This privacy notice provides information about how your personal data will be used by British Gymnastics and your Rise Gymnastics Deliverer (also referred to in this privacy notice as "we" or "us") for Rise Gymnastics purposes.

British Gymnastics and your Rise Gymnastics Deliverer are Joint Controllers for the personal data shared for Rise Gymnastic purposes.

If you have any questions or concerns about our use of your personal information for this purpose, then please contact our Data Protection Officer.

By post:           Data Protection Officer  
                      British Gymnastics  
                      Lilleshall NSC  
                      Nr Newport  
                      Shropshire  
                      TF10 9AT

By email:         [data.protection@british-gymnastics.org](mailto:data.protection@british-gymnastics.org)

By phone:        03451297129

Further information about how your Rise Gymnastics Deliverer (British Gymnastics Clubs or Official Delivery Partners) uses information about you for Rise Gymnastics purposes and how to exercise your rights under data protection law through your Rise Gymnastics Deliverer can be found in their Privacy Notice.

Additional details about how British Gymnastics obtains personal information if you are a British Gymnastics member or representative of a club or partner organisation, including what we collect, the reason we collect it and how it is used, how long it is kept and the types of recipients and circumstances when it is shared is provided in the [British Gymnastics membership privacy notice](#) and the [British Gymnastics privacy notice for individuals representing registered, affiliated and partner organisations](#).

### **About Rise Gymnastics**

Rise Gymnastics is a progressive recreational gymnastics programme that can be delivered by British Gymnastics registered clubs and Official Delivery Partners and can also be used by schools.

Rise Gymnastics aims to provide a high quality, safe and inclusive recreational and/or development pathway for gymnasts. Rise Gymnastics is delivered using the materials and Rise Gymnastics rewards provided by British Gymnastics including Rise Hub.

Rise Hub is administered through an online software application. Permitted Rise Hub Users can access Rise Gymnastics via the relevant portal:

- Deliverer Administrators have access to the Admin portal which enables groups to be set up.
- Coaches and Instructors use the Coach portal, which allows all coaches and instructors to access the groups and record each gymnast's progress and achievements.
- A Home portal allows the parent (or person with parental responsibility), or gymnast to access their own account to view their progress and achievements and manage their account settings.

### **What information will we need to set you up as a Rise Gymnastics User?**

If you are under 16 and are a Bronze/Bronze Preschool member of British Gymnastics and the Deliverer you attend has signed up to deliver Rise Gymnastics, the following information about you will be made available to your Deliverer on Rise Hub, your data will be transferred to the Rise Hub.

- Your name, date of birth and gender
- Your British Gymnastics membership number (if applicable)
- The first three digits of your postcode
- Your club, leisure centre name where you are taking part in Rise Gymnastics.

We will also transmit the email address that is assigned to your account, which if you are under 16 will be your parent email address and their name.

If you are an Administrator or Coach/Instructor we will use your name, British Gymnastics membership number (as applicable) and the name of your club or leisure centre to allow access to your Rise Gymnastics Account.

If you are a gymnast taking part in a British Gymnastics Official Delivery Partner site e.g. a Leisure Centre, only your name, date of birth and email address (and parent name if applicable) will be uploaded to Rise Hub by your Deliverer.

### **Other information about you that we collect and use**

- Your Delivery Partner will use Rise Hub to record information about progress and achievement of award records.
- We may collect information about when you have accessed Rise Hub including your IP address and other electronic identifiers.

### **Our purposes for collecting and using your personal data and the lawful basis**

Our purpose for collecting this information is to set up your account on Rise Hub so the Deliverer can manage groups and record individual progress, which you can access on



Home portal. British Gymnastics will aggregate this information to create anonymous statistical reports to monitor how Rise Hub is used.

If you are taking part in Rise Gymnastics in a club or Leisure Centre site, you will receive an invite to confirm you or your child is taking part in Rise Gymnastics and how to access Home portal.

If you are a British Gymnastics member, you will be able to use your existing British Gymnastics membership number and password to access Home portal.

If you are taking part at a Leisure Centre site or Official Delivery Partner session, you will need to create a Home portal account.

When you participate in Rise Gymnastics, your Deliverer will record your progress and monitor when you have achieved the required standards for an award.

British Gymnastics will not have direct access to any information your Deliverer records about your individual progress or any electronic identifiers of site usage data, but Rise Hub has been designed to aggregate all participant data to create anonymous statistical reports that British Gymnastics will use to help manage the supply of Rise Gymnastics rewards and understand how to make improvements.

British Gymnastics will monitor the number of users who are accessing Rise Hub at any one time and the types of devices being used so that the system meets user needs. Any electronic identifiers would not normally be used to identify individuals except to investigate problems or potential misuse of the system.

The lawful basis we rely upon for the above purposes is article 6(1)(f) of the UK GDPR, which allows personal data to be processed where it is necessary for our legitimate interests (or those of a third party), providing that these interests are not overridden by your interests and fundamental rights.

### **Other purposes**

With your consent, which you can provide in Home portal we will send you email notifications when you or your child has met the required standard for a Rise Gymnastics award.

If you agree to receive the notification emails, and later change your mind, you can opt out at any point, by amending your consent settings in Home portal. Alternatively, you can use the 'Unsubscribe' link at the end of the email. Please note that you may still receive communications for a short period after changing your preferences, but this will stop as soon as our systems are updated.

If a gymnast takes part in Rise Gymnastics in both a club as well as either a Leisure Centre site or Official Delivery Partner session, at your request, your two accounts can be integrated so you can access both accounts using your British Gymnastics login and password. Your progress records would for each setting will remain separate.

The lawful basis we rely on for processing your personal data to send you achievement notifications and to match and integrate your accounts is your consent under article 6(1)(a) of the UK GDPR.

## **Cookies (and similar technologies)**

If you access Rise Hub via the British Gymnastics website, please see the British Gymnastics [cookies notice](#) for information about how we use cookies on our website

If you access Rise Hub via your Leisure Centre Deliverer's website, please refer to the Cookies policy on their website.

## **How will my information be protected?**

British Gymnastics and our delivery partners have agreed robust data sharing arrangements that sets out the procedures that will be followed and the safeguards that will be put in place to ensure that the sharing personal data between us is used in a way that complies with data protection law.

The measures we take to protect your personal data include:

- implementing appropriate security measures to prevent your personal data from being accidentally lost or accessed unlawfully;
- limiting access to information provided to only those recipients who need to access the records, and
- ensuring the personal data used for Rise Gymnastics is limited to what is necessary for this purpose.

## **Sharing information about you**

Rise Hub has been developed and provided on behalf of British Gymnastics by Fitronics Ltd and the data will be stored on a platform provided by Amazon Development Centre Ireland Limited. Only the information necessary for Rise Gymnastics is provided and the service provider will be contractually required to delete or return the information in a secure manner once the use of the services is concluded.

Except in the ways outlined above, we will not share any information you have provided without your consent, unless there is a legal or other legitimate reason to do so or it is necessary to provide the service you have requested.

## **International transfers**

Fitronics Ltd and Amazon Development Centre Ireland Limited will host your personal data in Ireland, which is a country that is considered by the UK government that provides an adequate level of protection of personal data.

## **Retention**

If you are no longer participating in Rise Gymnastics, your Deliverer will de-activate your account. Once your account is de-activated by the Deliverer, you will no longer be able to access Home portal.

If you attended at a club, your account will be pseudonymised. This means that except for your British Gymnastics membership number, any other information that identifies you will be removed from Rise Hub and your personal information will no longer be accessible to your

club. Your account can be restored in its previous format for 2 years after it is de-activated after which time, your personal data will be deleted from Rise Hub.

If you participate in Rise Gymnastics in a Leisure Centre environment, your personal data will be deleted from Rise Hub when the Deliver de-activates your account and cannot be restored. You can find information about the retention of your personal data on Rise Hub in the Privacy Notice.

### **What are your rights?**

You have a right to access the personal data we hold about you. You also have a right to ask us to correct inaccurate or incomplete data, and for your personal data to be erased in certain circumstances.

As we are relying on legitimate interests to administer Rise Gymnastics, you have the right to object to the use of your personal data, which you can do so at any point.

If you are a British Gymnastics member whose personal data would ordinarily be transmitted to or is stored on Rise Hub, you can contact us to opt out and will restrict the transfer of your data or erase your data from Rise Hub.

If you would like to exercise any of your rights, please contact the appropriate organisation using the above contact details. For security purposes, we may need to ask you for information to verify your identity before we can deal with a request.

Where we are relying on consent, you can withdraw your consent at any time by contacting us or amending your settings in Home portal or using the unsubscribe link in the email.

If you wish to make use of your rights, please contact British Gymnastics by email at [risehub@british-gymnastics.org](mailto:risehub@british-gymnastics.org) or your Deliverer using the contact information in their privacy notice. You can also contact the British Gymnastics Data Protection Officer using the contact details provided in this privacy notice.

You also have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact the Information Commissioner's Office at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Tel: 0303 123 1113. Email: [Casework@ico.org.uk](mailto:Casework@ico.org.uk).

### **Changes to this privacy notices**

We keep privacy notices under regular review. This notice was published on 1<sup>st</sup> September 2021.

### **URLs for British Gymnastics other privacy notices**

<https://www.british-gymnastics.org/members-privacy-policy>

<https://www.british-gymnastics.org/privacy-notice-individuals-representing-registered-affiliated-and-partner-organisations>

25 August 2021

## **Template Privacy notice for Deliverer**

This template can be used to help you to draft your own stand-alone privacy notice for parents, and gymnasts who use Rise Hub. This does not cover the processing of personal data relating to coaches, instructors and administrators, which you may include in your employee privacy notice.

### **[Insert name of Deliverer] Privacy notice – Rise Gymnastics**

This privacy notice provides information about how your personal data will be used by [insert name of Deliverer] and British Gymnastics (also referred to in this privacy notice as "we" or "us") for Rise Gymnastics purposes.

[Insert name of Deliverer] and British Gymnastics are Joint Controllers for the personal data shared for Rise Gymnastics purposes.

If you have any questions or concerns about our use of your personal information for this purpose, then please contact our [insert Contact Point details].

By post: [insert Contact Point address]

By email: [Insert Contact Point email]

By phone: [Insert Contact Point email]

Further information about how British Gymnastics uses information about you for Rise Gymnastics purposes and how to exercise your rights under data protection law through your Rise Deliverer can be found in the British Gymnastics Privacy notice for Rise Gymnastics [embed URL to British Gymnastics Rise Privacy Notice or indicate it is available on the British Gymnastics website]

### **About Rise Gymnastics**

[insert name of Deliverer] uses Rise Gymnastics, a progressive recreational gymnastics programme that aims to provide a high quality, safe and inclusive recreational and/or development pathway for gymnasts. Rise Gymnastics uses materials and Rise Gymnastics rewards provided by British Gymnastics include Rise Hub.

Rise Hub is administered through an online software application, which provides a Home portal designed for parents (or person with parental responsibility), or gymnasts to access their own account to view progress and achievements and manage account settings.

### **What information will we need to set you up as a Rise Gymnastics User?**

British Gymnastics [if you are a Leisure Centre, insert your name or "we" here instead of British Gymnastics] will transmit [use 'upload' instead of 'transmit' if you are a Leisure Centre] to Rise Hub the following information about you that you provide to British Gymnastics when you register or renew your membership.

- Your name, date of birth and gender [gender is not applicable to Leisure Centres]

- Your British Gymnastics membership number and first three digits of your postcode [not applicable to Leisure Centres]

British Gymnastics [if you are a Leisure Centre, insert your name or “we” here instead of British Gymnastics] will also transmit the email address that is assigned to your British Gymnastics account, [use ‘upload your email address’] which if you are under 16 will be your parent email address and their name.

### **Other information about you that we collect and use**

- If you are a gymnast, we will use Rise Hub to record information about your progress and achievement of award records.
- If you use Home portal, information about when you have accessed the portal including your IP address and other electronic identifiers, but this information will not be accessible by us.

### **Our purposes for collecting and using your personal data and the lawful basis**

[insert name of Deliverer’s] purpose for collecting this information is to set up your account on Rise Hub so we can manage groups and record individual progress, which you can access on Home portal. British Gymnastics will aggregate this information to create anonymous statistical reports to monitor how Rise Hub is used.

[Official Delivery Partners]

If you are taking part in Rise Gymnastics, you will receive an invite to confirm you/your child is taking part and how to access Home portal. If you wish to access Home portal, you will need to follow the instructions in this email to create a Home portal account.

[or for Clubs]

You will be able to use your existing British Gymnastics membership number and password to access Home portal.

When you participate in Rise Gymnastics, your coach [or instructor] will record your progress and monitor when you have achieved the required standards for an award.

British Gymnastics will not have direct access to the information entered about your individual progress, but Rise Hub has been designed to aggregate all participant data to create anonymous statistical reports that British Gymnastics will use to help manage the supply of Rise Gymnastics awards and understand how to make improvements.

British Gymnastics will monitor the number of users who are accessing Rise Hub at any one time and the types of devices being used so that the system meets user needs. Any electronic identifiers would not normally be used to identify individuals except to investigate problems or potential misuse of the system.

The lawful basis we relied upon for the above purposes is article 6(1)(f) of the UK GDPR, which allows personal data to be processed where it is necessary for our legitimate interests (or those of a third party), providing that these interests are not overridden by your interests and fundamental rights.

## **Other purposes**

With your consent, which you can provide in Home portal, we will send you email notifications when you or your child has met the required standard for a Rise Gymnastics award.

If you agree to receive the notification emails, and later change your mind, you can opt out at any point, by amending your consent settings in Home portal. Alternatively, you can use the 'Unsubscribe' link at the end of the email. Please note that you may still receive communications for a short period after changing your preferences, but this will stop as soon as our systems are updated.

[amend as required] If a gymnast takes part in Rise Gymnastics in both a club as well as either a Leisure Centre site, at your request,

The lawful basis we rely on for processing your personal data to send you achievement notifications and to match your accounts is your consent under article 6(1)(a) of the UK GDPR.

## **Cookies (and similar technologies)**

[clubs]

You can access Home portal via the British Gymnastics website. Please see the British Gymnastics [cookies notice](#) for information about how we use cookies on our website

[Leisure Centres]

You can access Rise Hub Home portal via [insert details of your website/the website your parents will use to access Home portal]. Please refer to our Cookies policy for information on how we use cookies on our website.

## **How will my information be protected?**

[Insert name of Deliverer] and British Gymnastics have agreed robust data sharing arrangements that sets out the procedures that will be followed and the safeguards that will be put in place to ensure that the sharing personal data between us is used in a way that complies with data protection law.

The measures we take to protection your personal data include:

- implementing appropriate security measures to prevent your personal data from being accidentally lost or accessed unlawfully;
- limiting access to information provided to only those recipients who need to access the records, and
- ensuring the personal data used for Rise Gymnastics is limited to what is necessary for this purpose.

## **Sharing information about you**

Rise Hub is provided by Fitronics Ltd and the data will be stored on a platform provided by Amazon Development Centre Ireland Limited. Only the information necessary for Rise Gymnastics is provided and the service provider will be contractually required to delete or return the information in a secure manner once the use of the services is concluded.

Except in the ways outlined above, we will not share any information you have provided without your consent, unless there is a legal or other legitimate reason to do so or it is necessary to provide the service you have requested.

### **International transfers**

Fitronics Ltd and Amazon Development Centre Ireland Limited will host your personal data in Ireland, which is a country that is considered by the UK government that provides an adequate level of protection of personal data.

### **Retention**

[Clubs]

If you are no longer participating in Rise Gymnastics, we will de-activate your account. Once your account is de-activated, you will no longer be able to access Home portal and your account will be pseudonymised. This means that except for your British Gymnastics membership number, any other information that identifies you will be removed from Rise Hub.

If you have left the club and re-join within two years, your account will be automatically restored to its previous format. After two years the personal data from de-activated accounts will be deleted from Rise Hub.

[Leisure Centres]

If you are no longer participating in Rise Gymnastics, we will de-activate your account [insert your retention period e.g. 2 years after participation ceases]. Once your account is de-activated, you will no longer be able to access Home portal and your personal data will be deleted from Rise Hub.

### **What are your rights?**

You have a right to access the personal data we hold about you. You also have a right to ask us to correct inaccurate or incomplete data, and for your personal data to be erased in certain circumstances.

As we are relying on legitimate interests to administer Rise Gymnastics, you have the right to object to the use of your personal data, which you can do so at any point.

If you would like to exercise any of your rights, please contact the appropriate organisation using the above contact details. For security purposes, we may need to ask you for information to verify your identity before we can deal with a request.

Where we are relying on consent, you can withdraw your consent at any time by contacting us or amending your settings in Home portal or using the unsubscribe link in the email.



If you wish to make use of your rights, please contact us using the contact information at the start of this privacy notice.

You can also contact British Gymnastics about any information about you on stored on Rise Hub by emailing [risehub@british-gymnastics.org](mailto:risehub@british-gymnastics.org) or using the contact details provided in this British Gymnastics privacy notice for Rise Gymnastics.

You also have the right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact the Information Commissioner's Office at Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. Tel: 0303 123 1113. Email: [Casework@ico.org.uk](mailto:Casework@ico.org.uk).

### **Changes to this privacy notices**

We keep privacy notices under regular review. This notice was published on [insert date].

## SECTION B – PARTNER SCHOOLS

### 1 INTERPRETATION

#### 1.1 Definitions:

**Agreement:** The Rise Gymnastics Licence Agreement and this Data Sharing Arrangement;

**British Gymnastics:** Gymnastics Enterprise Limited (CRN: 02646569) whose registered address is Lilleshall National Sports Centre Ford Hall, Lilleshall National Sports Centre, Newport, Shropshire, England, TF10 9AT, being a wholly owned subsidiary of The British Amateur Gymnastics Association (CRN: 01630001), or any other member of its group from time to time who may perform the obligations under the Agreement;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Data Protection Laws:** as applicable to either party and/or to the rights, responsibilities and/or obligations of either party in connection with the Agreement:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (d) any laws which implement or supplement any such laws; and
- (d) any laws which replace, extend, re-enact, consolidate or amend any of the foregoing (whether or not before or after the Commencement Date);

**Data Protection Supervisory Authority:** any regulator, authority or body responsible for administering Data Protection Laws;

**Data Subject Request:** a request made by a Data Subject to exercise any rights of Data Subjects under Chapter III of the GDPR;

**Deliverer:** the School who accepts and agrees to the terms of this Data Sharing Arrangement by reading its terms displayed on the webpage [www.british-gymnastics.org.uk/gymnet/clubs/preferences](http://www.british-gymnastics.org.uk/gymnet/clubs/preferences) and then ticks the box to confirm its acceptance;

**Deliverer's Gymnastics Programme:** delivery of Rise Gymnastics by the Deliverer on the terms of the Agreement;

**GDPR:** the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

**International Recipient:** the organisations, bodies, persons and other recipients to which Transfers of Protected Data are prohibited under clause 7.1 without the Customer's prior written authorisation;

**Materials:** all digital templates, website formats and other documents and materials in the form set out in the Rise Activation Pack to be used by the Deliverer for the purpose of the Deliverer's Gymnastics Programme, whether bearing the distinctive format of Rise Gymnastics or otherwise, but does not include the Rise Gymnastics Rewards;

**Partner School:** a school, residing in the UK, which has completed the British Gymnastics Partner School Programme registration process and paid the associated annual subscription;

**Rise Gymnastics Rewards:** the medals and certificates to be used as rewards for Rise Gymnastics;

**Processing Instructions** has the meaning given to that term in clause 3.1.1;

**Personal Data Breach:** any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data

**Processing** has the meaning given in Data Protection Laws (and related expressions, including Process, Processed and Processes shall be construed accordingly);

**Protected Data:** Personal Data received from or on behalf of the Deliverer in connection with the performance of the Supplier's obligations under this Agreement;

**Rise Gymnastics:** a gymnastics programme intended to deliver a high quality, safe and inclusive recreational and/or development pathway, which incorporates activity award and competition, to gymnasts of the appropriate age, development stage and ability, carried on by British Gymnastics via its licenced Deliverers using the Materials and Rise Gymnastics Rewards;

**Rise Hub:** British Gymnastics' online software application delivered through the web-based portals, Admin portal and Coach portal which provide access via [www.british-gymnastics.org.uk/riserunway](http://www.british-gymnastics.org.uk/riserunway) and <https://www.british-gymnastics.org/rise-gymnastics/rise-gymnastics-hub> for the Deliverer and the Permitted Rise Hub Users to access Rise Gymnastics and allows the Deliverer to manage the Deliverer's Gymnastics Programme. Individual portals can be accessed through: [www.riseadmin.british-gymnastics.org](http://www.riseadmin.british-gymnastics.org), [www.risecoach.british-gymnastics.org](http://www.risecoach.british-gymnastics.org) and

**Sub-Processor:** means any Processor engaged by the British Gymnastics (or by any other Sub-Processor) for carrying out any processing activities in respect of the Protected Data;

**Special Category Personal Data:** special categories of Personal Data as referred to in Data Protection Laws;

**Transfer** bears the same meaning as the word 'transfer' in Article 44 of the GDPR. Related expressions such as Transfers and Transferring shall be construed accordingly;

**UK Law:** UK Law of the United Kingdom or of a part of the United Kingdom; and

**Controller, Data Subject, Processor, Data Subject, Personal Data and Personal Data Breach** shall have the meanings given to them in them in **Data Protection Law**.

33.1 Unless the context otherwise requires, references to this Data Sharing Arrangement include its Appendices.

## **2 PROCESSOR AND CONTROLLER**

2.1 The parties agree that, for the Protected Data, the Deliverer shall be the Controller and British Gymnastics shall be the Processor. Nothing in this Agreement relieves the Deliverer of any responsibilities or liabilities under any Data Protection Laws.

2.2 British Gymnastics shall process Protected Data in compliance with:

2.2.1 the obligations of Processors under Data Protection Laws in respect of the performance of its obligations under this Data Sharing Arrangement; and

2.2.2 the terms of this Data Sharing Arrangement.

2.3 The Deliverer shall comply with:

2.3.1 all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under these Data Sharing Arrangement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and

2.3.2 the terms of this Data Sharing Arrangement.

2.4 The Deliverer warrants, represents and undertakes, that:

2.4.1 the processing of all Protected Data (if processed in accordance with these Agreement) shall comply in all respects with Data Protection Laws, including in terms of its collection, use and storage;

2.4.2 fair processing and all other appropriate notices have been provided to the Data Subjects of the Protected Data (and all necessary consents from such Data Subjects obtained and at all times maintained) to the extent required by Data Protection Laws in connection with all processing activities in respect of the Protected Data which may be undertaken by British Gymnastics and its Sub-Processors in accordance with this Agreement;

2.4.3 the Protected Data is accurate and up to date;

- 2.4.4 except to the extent resulting from Transfers to International Recipients made by British Gymnastics or any Sub-Processor, the Protected Data is not subject to the laws of any jurisdiction outside of the United Kingdom;
- 2.4.5 it shall establish and maintain adequate security measures to safeguard the Protected Data in its possession or control (including from unauthorised or unlawful destruction, corruption, processing or disclosure); and
- 2.4.6 all instructions given by it to British Gymnastics in respect of Personal Data shall at all times be in accordance with Data Protection Laws;
- 2.4.7 it is satisfied that:
  - (a) British Gymnastics' processing operations are suitable for the purposes for which the Deliverer proposes to use the Services and engage British Gymnastics to process the Protected Data;
  - (b) the technical and organisational measures set out in Appendix 2 shall (if British Gymnastics complies with its obligations under such Appendix) ensure a level of security appropriate to the risk in regards to the Protected Data as required by Data Protection Law; and
  - (c) British Gymnastics has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.
- 2.5 The Deliverer shall not unreasonably withhold, delay or condition its agreement to any Change requested by British Gymnastics in order to ensure the Services and British Gymnastics (and each Sub-Processor) can comply with Data Protection Laws.

### **3 INSTRUCTIONS AND DETAILS OF PROCESSING**

- 3.1 Insofar as British Gymnastics processes Protected Data on behalf of the Deliverer, British Gymnastics:
  - 3.1.1 unless required to do otherwise by UK Law, shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Deliverer's documented instructions as set out in this Agreement;
  - 3.1.2 if UK Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the Deliverer of any such requirement before processing the Protected Data (unless UK Law prohibits such information on important grounds of public interest); and
  - 3.1.3 shall promptly inform the Deliverer if British Gymnastics becomes aware of a Processing Instruction that, in British Gymnastics' opinion, infringes Data Protection Laws, provided that:
    - (d) this shall be without prejudice to clauses 2.3 and 2.4; and

- (e) to the maximum extent permitted by UK Law, British Gymnastics shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Processing Instructions following the Deliverer's receipt of that information.

3.2 The processing of Protected Data to be carried out by British Gymnastics under this Agreement shall comprise the processing set out in Appendix 1.

**4 TECHNICAL AND ORGANISATIONAL MEASURES**

4.1 British Gymnastics shall implement and maintain, at its cost and expense, technical and organisational measures:

4.1.1 in relation to the processing of Protected Data by British Gymnastics, as set out in Appendix 2; and

4.1.2 taking into account the nature of the processing, to assist the Deliverer insofar as is possible in the fulfilment of the Deliverer's obligations to respond to Data Subject Requests relating to Protected Data.

**5 USING STAFF AND OTHER PROCESSORS**

5.1 Subject to clause 5.2, British Gymnastics shall not engage (nor permit any other Sub-Processor to engage) any Sub-Processor for carrying out any processing activities in respect of the Protected Data without the Deliverer's prior written authorisation of that specific Sub-Processor.

5.2 The Deliverer authorises the appointment of the Sub-Processors listed below:

<b>Sub-Processor</b>	<b>Processing this Sub-Processor is authorised to undertake</b>	<b>Any country outside the UK where processing by this Sub-Processor may take place</b>
FITRONICS LTD, a company incorporated in England and Wales under number 04530620 whose registered office is 4&5 Palace Yard Mews, Bath, BA1 2NH, trading as CAP2 Solutions	Development, maintenance, security monitoring.	Ireland
AMAZON DEVELOPMENT CENTRE IRELAND LIMITED, a company incorporated in Ireland under number 566018 whose registered office is One	Electronic data storage, cloud server and	Ireland

Burlington Plaza, Burlington Road, Dublin 4, Dublin, 662883	transmission service.	
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- 5.3 The Deliverer shall reply to any communication from British Gymnastics requesting any further prior specific authorisation of a Sub-Processor pursuant to clause 5.1 promptly and in any event within 20 Business Days of request from time to time. The Deliverer shall not unreasonably withhold, delay or condition any such authorisation.
- 5.4 In the event the Deliverer fails to comply with any of its obligations in clause 5.3 or withholds any requested authorisation further to clause 5.3, British Gymnastics may terminate this Agreement in accordance with clause 12 of the Licence Agreement.
- 5.5 British Gymnastics shall:
- 5.5.1 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, ensure each Sub-Processor is appointed under a written contract containing materially the same obligations this Data Sharing Arrangement (including those obligations relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by British Gymnastics;
  - 5.5.2 ensure each such Sub-Processor complies with all such obligations; and
  - 5.5.3 remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.

## **6 ASSISTANCE WITH DELIVERER'S COMPLIANCE AND DATA SUBJECT RIGHTS**

- 6.1 British Gymnastics shall refer all Data Subject Requests it receives to the Deliverer within three Business Days of receipt of the request and provide such information and cooperation and take such action as the Deliverer reasonably requests in relation to each Data Subject Request or other Communication.
- 6.2 British Gymnastics shall provide such assistance as the Deliverer reasonably requires (taking into account the nature of processing and the information available to British Gymnastics) to the Deliverer in ensuring compliance with the Deliverer's obligations under Data Protection Laws with respect to:
- 6.2.1 security of processing;
  - 6.2.2 data protection impact assessments (as such term is defined in Data Protection Laws);
  - 6.2.3 prior consultation with a Data Protection Supervisory Authority regarding high risk processing; and

6.2.4 notifications to the Data Protection Supervisory Authority and/or communications to Data Subjects by the Deliverer in response to any Personal Data Breach,

6.3 The assistance referred to in clause 6.2 shall include the assistance set out in Appendix 3.

## **7 INTERNATIONAL TRANSFERS**

7.1 Subject to clause 7.2, British Gymnastics shall not transfer (nor permit any onward Transfer of) any Protected Data to any country or territory outside the United Kingdom or to any international organisation (as defined in the GDPR) without the Deliverer's prior written authorisation except where required by UK Law (in which case the provisions of clause 3.1 shall apply).

7.2 The Deliverer hereby authorises British Gymnastics (or any Sub-Processor) to Transfer Protected Data for the purposes referred to in clause 5.2 on the basis of an adequacy decision as referred to in Article 45 of the GDPR, provided all Transfers of Protected Data by British Gymnastics of Protected Data to an International Recipient (including any Onward Transfer) shall be made pursuant to a written contract, including equivalent obligations on each Sub-Processor in respect of Transfers to International Recipients as apply to British Gymnastics under any of this clause 7.

The provisions of this Data Sharing Arrangement shall constitute the Deliverer's instructions with respect to Transfers of Protected Data to International Recipients for the purposes of this Agreement.

## **8 RECORDS, INFORMATION AND AUDIT**

8.1 British Gymnastics shall maintain, in accordance with Data Protection Laws binding on British Gymnastics, written records of all categories of processing activities carried out on behalf of the Deliverer.

8.2 British Gymnastics shall, in accordance with Data Protection Laws make available to the Deliverer such information as is reasonably necessary to demonstrate British Gymnastics' compliance with its obligations under Article 28 of the GDPR, and allow for and contribute to audits, including inspections, by the Deliverer (or another auditor mandated by the Deliverer) for this purpose, subject to the Deliverer:

8.2.1 giving British Gymnastics reasonable prior notice of such information request, audit and/or inspection being required by the Deliverer;

8.2.2 ensuring that all information obtained or generated by the Deliverer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to a Data Protection Supervisory Authority or as otherwise required by UK Law);

8.2.3 hereby agreeing that British Gymnastics shall be entitled to withhold any information where it is commercially sensitive or confidential to it or other



Deliverers; and ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to British Gymnastics' business, the Sub-Processors' businesses and the business of any Deliverers of British Gymnastics or of any of the Sub-Processors.

## **9 BREACH NOTIFICATION**

9.1 In respect of any Personal Data Breach, British Gymnastics shall without undue delay:

9.1.1 notify the Deliverer of the Personal Data Breach; and

9.1.2 provide the Deliverer with sufficient details of the Personal Data Breach.

## **10 DELETION OR RETURN OF PROTECTED DATA AND COPIES**

10.1 Subject to clause 10.2, British Gymnastics shall (and shall ensure that each of the Sub-Processors shall) delete the Protected Data (and all copies) within a reasonable time on the earlier of termination or expiry of the Licence Agreement and/or this Data Sharing Arrangement except to the extent that storage of any such data is required by UK Law (and, if so, British Gymnastics shall inform the Deliverer of any such requirement and shall (and shall ensure any relevant Sub-Processor shall) securely delete such data promptly once it is permitted to do so under UK Law).

10.2 British Gymnastics shall promptly comply with any reasonable requests from time to time from the Deliverer for the secure return of Protected Data to the Deliverer providing such request is received at least five Business Days before the earlier of termination or expiry of the Licence Agreement.

10.3 On request, following the date for performance of any obligation under clause 10.1, British Gymnastics shall notify the Deliverer in writing with confirmation of the extent to which it has complied with all obligations under clause 1 to delete Protected Data.

## **11 COSTS**

Except as expressly stated in this Data Sharing Arrangement, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Data Sharing Arrangement.

## **12 SURVIVAL**

12.1 Clauses 1 to 9 (inclusive) shall survive expiry or termination (for any reason) of this Data Sharing Arrangement and continue until no Protected Data remains in the possession or control of British Gymnastics or any Sub-Processor. The termination or expiry of such clauses shall be without prejudice to any accrued rights or remedies of either party under any such clauses at the time of such termination or expiry.

12.2 Subject to clause 12.1, the provisions of this Data Sharing Arrangement shall survive termination or expiry of this Data Sharing Arrangement and continue indefinitely.

### **13 INDEMNITY**

- 13.1 Each party undertakes to indemnify the other and hold harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Data Sharing Arrangement, except to the extent that any such liability is excluded under clause 14.
- 13.2 Indemnification hereunder is contingent upon:
- 13.2.1 the party(ies) to be indemnified (the **indemnified party(ies)**) promptly notifying the other party(ies) (the **indemnifying party(ies)**) of a claim,
  - 13.2.2 the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and
  - 13.2.3 the indemnified party(ies) providing reasonable co-operation and assistance to the indemnifying party(ies) in defence of such claim.]

### **14 LIMITATION OF LIABILITY**

- 14.1 Neither party excludes or limits liability to the other party for:
- 14.1.1 fraud or fraudulent misrepresentation;
  - 14.1.2 death or personal injury caused by negligence;
  - 14.1.3 any matter for which it would be unlawful for the parties to exclude liability.
- 14.2 Subject to clause 14.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 14.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
  - 14.2.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
  - 14.2.3 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 14.3 Clause 14.2 shall not prevent claims, for:
- 14.3.1 direct financial loss that are not excluded under any of the categories set out in clause 14.2.1; or
  - 14.3.2 tangible property or physical damage.

### **15 THIRD PARTY RIGHTS**

- 15.1 Except as expressly provided in this Data Sharing Arrangement in relation to Data Subjects rights, a person who is not a party to this Data Sharing Arrangement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Data Sharing Arrangement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 15.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Data Sharing Arrangement are not subject to the consent of any other person.

## **16 VARIATION**

No variation of this Data Sharing Arrangement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **17 WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this Data Sharing Arrangement or by law shall constitute a waiver of that or any other right or remedy, nor shall 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 shall prevent or restrict the further exercise of that or any other right or remedy.

## **18 SEVERANCE**

- 18.1 If any provision or part-provision of this Data Sharing Arrangement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Data Sharing Arrangement.
- 18.2 If any provision or part-provision of this Data Sharing Arrangement is deemed deleted under clause 18.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **19 CHANGES TO THE UK LAW**

If the Data Protection Laws change in a way that the Data Sharing Arrangement is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that they will negotiate in good faith to review this Data Sharing Arrangement in the light of the new legislation.

## **20 NO PARTNERSHIP OR AGENCY**

- 20.1 Nothing in this Data Sharing Arrangement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other.

20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **21 ENTIRE AGREEMENT**

21.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Agreement.

## **22 FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Data Sharing Arrangement.

## **23 RIGHTS AND REMEDIES**

The rights and remedies provided under this Data Sharing Arrangement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **24 NOTICE**

24.1 Any notice given to a party under or in connection with this Data Sharing Arrangement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the email address notified by a party to the other for the purposes of this clause. The email address to be used for British Gymnastics is [participation@british-gymnastics.org](mailto:participation@british-gymnastics.org).

24.2 Any notice shall be deemed to have been received:

24.2.1 if delivered by hand, at the time the notice is left at the proper address;

24.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

24.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 24.2.3 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24.3 This clause shall not apply to the service of any proceedings or other documents in any legal action, arbitration or other method of dispute resolution.

## **25 GOVERNING LAW**

This Data Sharing Arrangement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **26 JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Data Sharing Arrangement or its subject matter or formation.

## APPENDIX 1- DATA PROCESSING DETAILS

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**1. Subject-matter of processing:**

Delivery of Rise Gymnastics

**2. Duration of the processing:**

For the duration of the Agreement and once processing by British Gymnastics of any Protected Data is no longer required for the purpose of British Gymnastics performance of its relevant obligations under this Data Sharing Arrangement.

**3. Nature and purpose of the processing:**

Transmitting, receiving, storing and providing access to the Protected Data on Rise Hub to enable the Deliverer to administer the Deliverer's Gymnastics Programme.

**4. Type of Personal Data:**

Pupil – Name, date of birth, school, progress and achievement records

Partner School Primary Contact – Name, British Gymnastics membership number and school

Information about when the Partner School contact has accessed Rise Hub including login information, IP address and other electronic identifiers.

**5. Categories of Data Subjects:**

School pupils and Partner School Primary Contact

**6. Special categories of Personal Data:**

None

## APPENDIX 2 - TECHNICAL AND ORGANISATIONAL MEASURES

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British Gymnastics shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- Encryption at rest and encryption of data in transit using SSL and locked down by network access policies.
- Data in the underlying storage will be encrypted, as will the automated backups, snapshots, and replicas in the same cluster.
- Regular scheduled patch windows and application code version and security is managed with package scanning services at development and build time.
- Scheduled automated minor version patching and security patches applied as soon as they become available.
- Appropriate malware monitoring and protection solutions to protect the personal data from exposure to attacks or information security vulnerabilities.
- Data access only within the VPC removing direct external attack vectors.
- All services behind a web application firewall with anti-virus protection active on the development and build platforms.
- An ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing; and
- Adopting appropriate techniques for returning, permanently destroying and/or otherwise disposing of electronically held and hard copy personal information when it is no longer necessary to retain it including defined cache retention rules.
- A secure mechanism for user authentication.
- An ability for the Partner School to de-activate pupil records from Rise Hub, which permanently deletes all identifiable pupil data from Rise Hub.

### Personnel

British Gymnastics shall ensure that all British Gymnastics personnel engaged in performing Rise Gymnastics Services or processing Protected Data are:

- only granted access to the Protected Data to the extent necessary to supply the Services and that access to the Protected Data ceases to the extent such access is no longer necessary;
- reliable and have undergone adequate training in the use, care, protection and handling of Personal Data as required for compliance with all Data Protection Laws and this Data Sharing Arrangement and have completed cyber security training.
- informed of the confidential nature of the Protected Data and British Gymnastics obligations under this Data Sharing Arrangement and are subject to (and comply with) a binding written contractual obligation.

## APPENDIX 3 - ADDITIONAL ASSISTANCE

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British Gymnastics shall provide the following specific assistance to the Deliverer:

### 1. Personal Data Breaches

1.1 A dedicated email address for the Deliverer to report any suspected security incidents relating to Protected Data to British Gymnastics.

[rise.databreach@british-gymnastics.org](mailto:rise.databreach@british-gymnastics.org)

1.2 If British Gymnastics becomes aware of a personal data breach affecting the Protected Data, British Gymnastics shall without undue delay, notify the Deliverer of the personal data breach.

1.3 British Gymnastics shall provide the Deliverer with sufficient information to meet any obligations to report a personal data breach under Data Protection Laws including:

1.3.1 the nature of the personal data breach, the categories and numbers of data subjects concerned, and the categories and numbers of records concerned;

1.3.2 the likely consequences of the personal data breach; and

1.3.2 the measures taken or proposed to be taken to address the data breach, including, where appropriate, measures to mitigate its possible adverse effects.

### 2. Data Subject Requests and Communications

Where assistance is required to respond to Data Subject Requests, requests should be sent to British Gymnastics at [risehub@british-gymnastics.org](mailto:risehub@british-gymnastics.org) with specific instructions.

### 3. Data Subject Access Requests (DSAR)

If a Deliverer receives a DSAR, British Gymnastics can assist by providing the Deliverer with an electronic copy of the data subject's personal data stored or otherwise processed on Rise Hub.

### 4. Data Protection Contact

British Gymnastics Data Protection Officer may be contacted at [data.protection@british-gymnastics.org](mailto:data.protection@british-gymnastics.org) and will provide reasonable assistance to the Deliverer including on data protection impact assessments and prior consultation with a Data Protection Supervisory Authority regarding high-risk processing.