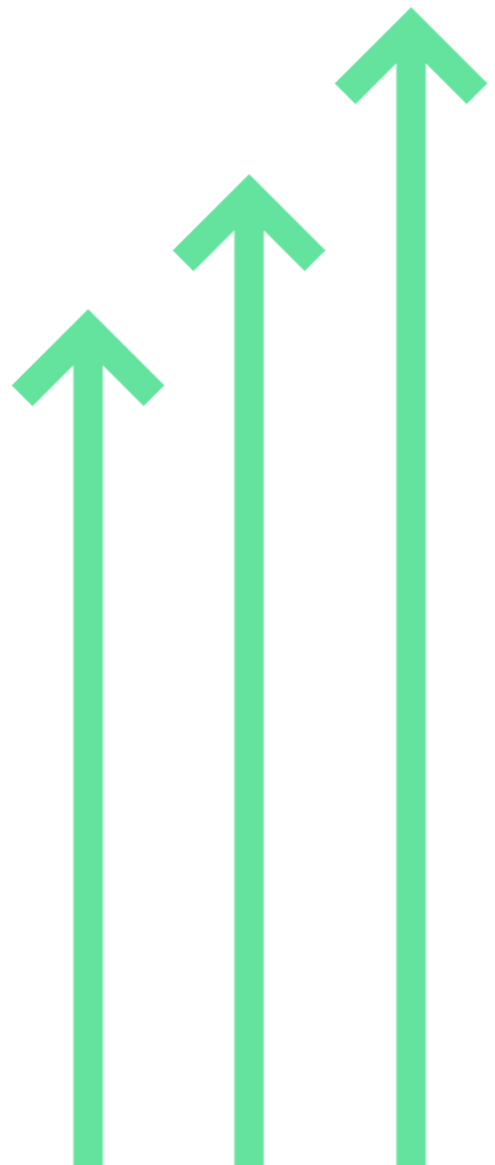


- Leadership
- Skills
- Foundation

# Data Sharing Agreement



**This agreement** is made as of the date of the signed Qualification Centre Terms and Conditions for Qualification Centres, Award Centre Terms and Conditions, or any other terms and conditions or contracts for Leadership Skills Foundations programmes or services by and between:

1. The centre (the **“controller”**).
- and
2. The Leadership Skills Foundation (the **“processor”**).
- who together are known as the **“parties”**.

This agreement remains in place as long as the centre remains in the above mentioned terms and conditions or contract with the Leadership Skills Foundation for programmes and services.

For the purposes of this agreement, the term ‘centre’ also relates to all organisations that enter into an agreement with the Leadership Skills Foundation for any programmes and/or services.

The standard terms and definitions of this agreement can be found in appendix 1.

## 1. The scope of this agreement

- 1.1 As part of the provision of Leadership Skills Foundation programmes and/or services to a centre, the centre may transfer information (which may constitute personal information under the applicable data protection legislation) to the Leadership Skills Foundation.
- 1.2 This agreement:
  - 1.2.1 sets out the framework for the sharing of personal information between the centre and the Leadership Skills Foundation;
  - 1.2.2 defines the type of data to be shared and the purposes for which it is to be shared;
  - 1.2.3 defines the procedures that the parties shall adhere to and the responsibilities the parties owe to each other for the purpose(s);
  - 1.2.4 defines the programmes and services where the Leadership Skills Foundation have a legal obligation to collect personal data (e.g. for qualification centres that have agreed to the Qualification Centre Terms and Conditions);
  - 1.2.5 is entered into for the purpose of ensuring each party’s compliance with the Data Protection Legislation. In that respect, the centre has satisfied itself prior to entering into this agreement that it has a lawful basis for sharing any personal information with the Leadership Skills Foundation, and the Leadership Skills Foundation has satisfied itself prior to entering into this agreement that it has a lawful basis for processing the personal information shared with it by the centre. Details of such lawful bases are specified in schedule 1 to this agreement;

- 1.2.6 covers qualification centres and award centres. Where a process does not cover both centre types, a clear distinction will be stated for the avoidance of doubt.

## 2. Data protection

- 2.1 The parties agree that any personal information processed by the Leadership Skills Foundation shall be processed for the purposes stated in schedule 1 to this agreement.
- 2.2 Details on the data subjects and the types of personal information to be processed by the processor are provided at schedule 1 to this agreement.
- 2.3 Any personal information should be limited to what has been described in schedule 1 and has been provided to the Leadership Skills Foundation either by the centre, or those that the centre have authorised to provide this information. The centre has the right to confirm this and request a copy of the information that the Leadership Skills Foundation holds. **(Data subject request)**.
- 2.4 Any personal information should be kept accurate and up-to-date, and the centre and/or data subject can ask the Leadership Skills Foundation to correct or remove information where if it is thought to be inaccurate.
- 2.5 The centre may also exercise the **“right to be forgotten”** if the retention of the data is no longer necessary for the purposes for which it was collected.
- 2.6 The Leadership Skills Foundation will act only on instructions from the controller and will assist the controller by any appropriate means to ensure compliance with the rights of the data subject. The Leadership Skills Foundation will ensure that the persons authorised to process personal information are subject to an appropriate duty of confidentiality.
- 2.7 At the end of the provision of services by the processor to the controller, the Leadership Skills Foundation will assist the centre by any appropriate means to ensure compliance with the rights of the data subject, including the deletion of any copies of the personal information, unless the processor is required by law to retain the data.
- 2.8 The Leadership Skills Foundation will make available to the controller all information necessary to demonstrate compliance by the processor with this section, and comply with the requirements of this section for engaging sub-processors, and only where authorised to do so in advance by the controller.
- 2.9 The controller shall take all reasonable steps to ensure that centre staff and learners/delegates, for who data is shared with the Leadership Skills Foundation, are aware of this agreement and its contents.

## 3. Security measures

- 3.1 The processor shall implement appropriate technical and organisational measures (in particular those required under the GDPR) to assure a level of security appropriate to the risk to the security of personal information, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised, disclosure of or

access to personal information in accordance with the Processor's obligations under Data Protection Legislation.

- 3.2 Personal information is protected through a variety of secure systems and any adopted third-party service or system used for processing or storing personal information is implemented only after assurance has been received that the third party is compliant with the relevant data protection laws, including using industry standard security protocols. The security measures made include as appropriate;
  - 3.2.1 the pseudonymisation and encryption of personal information;
  - 3.2.2 the ability to restore the availability and access to the personal information in the event of a physical or technical incident;
  - 3.2.3 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
  - 3.2.4 the use of industry standard data security cyber security tools such as anti-virus applications, firewalls and patch management software.
- 3.3 The parties agree that the transfer of personal information is carried out in a secure manner and as agreed in advance with the Leadership Skills Foundation.
- 3.4 Where it is necessary to transfer personal information, all necessary precautions must be taken to ensure the security of the personal information before, during and after transit.
  - 3.4.1 All transfers of personal information must be legal and justifiable. Only the minimum personal information absolutely necessary for a given purpose should be provided.
  - 3.4.2 All transfers of personal information should, where possible, only take place electronically via secure online channels.
- 3.5 The processor shall take the necessary precautions for the prevention of unauthorised access to, unauthorised disclosure of or other unauthorised processing of the personal information and in particular shall;
  - 3.5.1 keep all personal information obtained from the centre separate from all other documents and other records of the processor;
  - 3.5.2 have all necessary access controls in place to include authentication and authorisation for access to personal information to ensure its security and confidentiality.

## 4. Duration including termination

- 4.1 This agreement will commence with effect from the date of the signed relevant programme or service terms and conditions.
- 4.2 This agreement shall continue until the date on which the processor ceases to process personal information on behalf of the centre.
- 4.3 In the event the centre wishes to exit from this agreement the centre shall exit from the relevant programme or service terms and conditions:
  - 4.3.1 If the centre is delivering qualifications, the centre shall follow the Qualification Centre Withdrawal Policy to withdraw.
  - 4.3.2 If the centre is delivering accredited awards only, the centre shall follow the Awards Centre Withdrawal Policy to withdraw.

- 4.3.3 If the centre is delivering both awards and qualifications the qualification centre withdrawal process takes precedence, and the centre shall follow the Qualification Centre Withdrawal Policy to withdraw.
- 4.4 The Leadership Skills Foundation may, without liability, terminate this agreement immediately via written notice, if;
  - 4.4.1 the centre commits a material breach of this agreement;
  - 4.4.2 the centre is in material or persistent breach of any of the terms or conditions of the relevant terms and conditions to the Leadership Skills Foundation programme or service they have agreed to;
  - 4.4.3 the Leadership Skills Foundation no longer requires this agreement where this agreement has been replaced by a subsequent agreement and the parties have agreed to terminate this agreement;
  - 4.4.4 the centre suffers or, in the reasonable opinion of the Leadership Skills Foundation, is likely to suffer an insolvency event.
- 4.5 the centre may, without liability, terminate this agreement immediately by written notice to the Leadership Skills Foundation if the Leadership Skills Foundation commits a material breach of this agreement and, where such breach is capable of remedy, if in the reasonable opinion of the centre, this has not been properly remedied within 30 days of written notice of the breach being given by or on behalf of the centre. This termination may also require the centre to withdraw from the relevant terms and conditions of the Leadership Skills Foundation programme or service they have agreed to.
- 4.6 Where the centre has requested that the Leadership Skills Foundation return personal information, such personal information shall be returned from the Leadership Skills Foundation to the centre in a commonly used electronic format.
- 4.7 Where the centre has requested that the Leadership Skills Foundation securely deletes the personal information, the Leadership Skills Foundation shall consider the request in accordance with the Leadership Skills Foundation Privacy Policy, and if deemed appropriate (i.e, does not conflict with the Leadership Skills Foundation's lawful basis for continued processing or data retention) shall ensure that the personal information is permanently deleted from any of the processor's systems or devices which were used to store the personal information and from those of any third parties to whom the Leadership Skills Foundation has disclosed and/or permitted access to the personal information.

## 5. Miscellaneous

- 5.1 The parties may amend or replace or vary the terms of this agreement and/or its schedules (if necessary) to reflect any changes in the data protection legislation or a new requirement under such law (including without limitation any change that may be required following Brexit to allow the transfer of personal information to be made, or continue to be made, without breaching data protection legislation).
- 5.2 With regard to the conduct of business between the Leadership Skills Foundation and the centre, in the event of any conflict or inconsistency among this agreement and any third party terms and conditions, the terms of this agreement shall control.

- 5.3 The parties agree to comply with the relevant data protection legislation prevailing in the country of delivery. For the avoidance of doubt, this includes the UK GDPR if delivery is within the UK, or the EU GDPR if within the EU, EEA, or anywhere else outside of the UK. Any processing in the UK will be compliant with EU law.
- 5.4 Each party warrants to the other that it has complied with any advice, undertaking or enforcement notice issued to it by the Commissioner following any audit by the Commissioner; or, any notification of a data security breach or, any other breach of the Data Protection Legislation.
- 5.5 Each party warrants that it has the capacity and full legal authority to enter into this agreement; this agreement has been executed by its duly authorised representative; the making of this agreement does not conflict with any of its existing obligations and once signed, this agreement shall constitute its legal, valid and binding obligations.

# Schedule 1

The centre confirms that it will share data, including personal information, with the Leadership Skills Foundation in accordance with the provisions and processes listed in Schedule 1.

## Processor details

<b>Name of Processor</b>	The Leadership Skills Foundation is the operating name of the British Sports Trust.
<b>Registered Office</b>	Bradwell Road, Loughton, Milton Keynes, MK8 9LA
<b>Company Number</b>	04597192

## Details of data processing

<b>Processing operations</b>	Data is collected upon registration of any Leadership Skills Foundation programmes and/or services. As part of managing any programmes and services, the following processing operations are applicable; organising, storing, retrieval, adaptation, alteration, and/or erasure of data where instructed and where appropriate.
<b>Description of individuals whose data is being processed</b>	Learners/delegates and centre staff, including but not limited to the following roles; centre manager, tutor, internal verifier, finance contact, head of centre.

## Use of data and lawful bases

Personal information submitted to the Leadership Skills Foundation will be used in several ways including:

- Entering into a contract;
- Compliance with the Leadership Skills Foundation regulators and legal obligations;
- A variety of business purposes which are in the Leadership Skills Foundation's legitimate interest, such as:

- processing an order, manage the relationship between the centre and the Leadership Skills Foundation, and positively identify a business or individual against other people with the same name. **(Contractual);**
- reporting selected data to the Leadership Skills Foundation regulators and agencies charged with holding and maintaining individual qualification records. **(Public Task);**
- improving the browsing experience by personalising the Leadership Skills Foundation websites. **(Consent);**
- to send goods and services purchased through the Leadership Skills Foundation. **(Contract);**
- sending mandatory technical updates. **(Contract);**
- for statistical and analytical purposes to improve the effectiveness of the Leadership Skills Foundation email campaigns and to improve the content, focus and layout of the websites. **(Consent);**
- investigating malpractice and non-compliance. **(Legal);**
- for marketing purposes (the Leadership Skills Foundation will not send marketing emails to any individual or centre that has opted out). **(Legitimate interest).**

## Data collection

The level of personal information the Leadership Skills Foundation collects is dependent on the centre's level of engagement. Data is collected when the centre registers or places an order for the Leadership Skills Foundation's programmes or services.

Data is also collected when the centre provides feedback or participates in competitions or activities run by the Leadership Skills Foundation. This may include personal information such as a name, date of birth, contact details (e.g. a phone number, email address and addresses), course information, billing information and any other personal information relating to the centre that is supplied.

The Leadership Skills Foundation websites and emailing software collects information such as an IP address, browser information and any website pages visited. This action is performed via a cookie, a small text file stored on the visitor's computer containing some modest data about the visitor's preferences, which allows the Leadership Skills Foundation to tailor and improve the overall browsing experience.

This information enables the Leadership Skills Foundation to work out which pages of the websites have been accessed the most so improvements to content and the layout can be made. More information on cookies can be found in the Leadership Skills Foundation Cookie Policy.

The following table details the personal information that the Leadership Skills Foundation collects and processes when a course is registered:



Role	Full name	Date of birth	Email address	Telephone number	Business address	Sex
Individual learner/delegate <sup>2</sup>	Y	Y	Optional <sup>1</sup>	Optional	X	Y
Centre manager	Y	Y	Y	Y	Y	Y
Tutor <sup>3</sup>	Y	Y	Y	Y	Y	Y
Internal verifier	Y	Y	Y	Y	Y	Y
Finance contact	Y	Optional	Y	Y	Y	Optional
Head of centre	Y	Optional	Y	Y	Y	Optional

<sup>1</sup> For the Your Time programme, individual learner email addresses are mandatory.

<sup>2</sup> A QTS number is mandatory for the:

- Level 4 Qualification in Supporting Pupils Wellbeing Through Physical Education.
- Level 6 Award in Primary School PE Subject Leadership.

<sup>3</sup> A QTS number may be requested for tutors and other centre staff that deliver any professional learning qualifications offered in partnership with the Association for Physical Education.

## Sharing information with third parties

The Leadership Skills Foundation may disclose the centre's personal information, or any personal information provided to the Leadership Skills Foundation on behalf of the centre, to third parties if required under a duty to disclose or share that personal information in order to comply with any legal obligation.

The Leadership Skills Foundation may also disclose the centre's personal information to programme and training delivery partners, appropriate regulators, and any agencies charged with holding individual qualification records who are responsible for statistical analysis.

Disclosure of the centre's personal information, or any personal information provided to the Leadership Skills Foundation on behalf of the centre, beyond the scope of the above to any other third party, entity or service provider will only be made with prior consent, or via a dedicated/additional set of terms and conditions specific to that programme or service.

## Data retention

Where personal information forms part of a business record whose retention is mandatory in order to fulfil statutory obligations, such records will be kept for a minimum of seven years in order to comply with UK tax legislation and the requirements of the Leadership Skills Foundation regulators.

In all other cases, any personal information will only be retained until retention is no longer necessary for the purposes for which it was collected.

## Contact us

If you would like to feedback any views, please contact the Leadership Skills Foundation via [policies@leadershipskillsfoundation.org](mailto:policies@leadershipskillsfoundation.org) or in writing to Leadership Skills Foundation, Loughton Lodge, Bradwell Road, Milton Keynes, MK8 9LA

# Appendix 1

In this agreement, the following terms have the following definitions:

Term	Definition
Agreement	This agreement together with schedule 1 and appendix 1.
Award centre	A centre who has registered to deliver Leadership Skills Foundation accredited awards only.
Centre	<p>An organisation who has registered to deliver Leadership Skills Foundation qualifications or awards or both.</p> <p>For the purposes of this agreement, the term ‘centre’ also relates to all organisations that enter into an agreement with the Leadership Skills Foundation for any programmes and/or services.</p>
Centre manager	The individual identified by the centre as the person responsible for the management of the administration, delivery, assessment and quality assurance of Leadership Skills Foundation qualifications at the centre. They have the responsibility and remit within the centre to agree to this agreement and the relevant Leadership Skills Foundation terms and conditions.
Data loss event	Any event that results, or may result, in unauthorised access, disclosure or use of any personal information and/or any actual or potential loss and/or destruction of personal information in breach of this agreement, including any personal information breach.
Data protection legislation	<ul style="list-style-type: none"> <li>• The UK GDPR and EU GDPR (as applicable);</li> <li>• the DPA 2018 to the extent that it relates to processing of personal information and privacy as amended, updated or replaced from time to time;</li> <li>• all applicable law relating to the processing of personal information and privacy in force from time to time which applies to a party relating to the use of personal information.</li> </ul>
Data subject	The identified or identifiable living individual to whom personal data relates.
Data subject requests	A request made by or on behalf of a data subject in accordance with rights granted pursuant to the Data Protection Legislation.

EU GDPR / The GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679).
Learner/delegate	An individual whose personal information is uploaded by the centre, on registration, to the Leadership Skills Foundation.
Parties	The Leadership Skills Foundation and the centre.
Programmes	Any qualification or accredited award offer by the Leadership Skills Foundation that the centre delivers.
Qualification centre	A centre who has registered to deliver Leadership Skills Foundation qualifications.
Termination date	The date of termination of this agreement in accordance with section 4.
Terms and conditions	By a centre manager agreeing to the relevant programme's terms and conditions (e.g. the Qualification Centre Terms and Conditions) they also agree to this agreement between the centre and the Leadership Skills Foundation. The centre must abide by all the terms and conditions from agreement until either termination by the Leadership Skills Foundation, or the centre withdrawing from the agreement in accordance with the relevant withdrawal policy (e.g. the Qualification Centre Withdrawal Policy).
UK GDPR	The EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

- The terms “controller”, “processor”, “data subject”, “personal information”, “processing” (and “process” and “processes” shall be construed accordingly), and “personal information breach” shall have the meanings set out in the Data Protection Legislation.
- The schedules and appendices form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedule and appendices.
- Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- References to sections, schedules and appendices are to the sections, schedules and appendices of this agreement.

