

## **Memorandum of Understanding on Co-operative Working between UK Sport and the British Athletes Commission**

This Memorandum is dated 01 April 2019

### **PARTIES**

- **The United Kingdom Sports Council**, 21 Bloomsbury Street, London, WC1B 3HF (“UKS”);
  - **British Athlete Committee**, 122 Feering Hill, Feering, Colchester, Essex, CO5 9PY. (“BAC”)
- together the “Parties”.

### **1. BACKGROUND**

- 1.1 The key purpose of this Memorandum of Understanding (“MoU”) is to record the separation of the Parties, and to reference their working relationship. This establishes the BAC as an independent and trusted voice of elite athletes and builds a constructive relationship between the two Parties.
- 1.2 This MoU sets out:
- (a) a clear position on information that will not be shared
  - (b) the key objectives of the working relationships and the principles of collaboration;

### **2. TERM**

- 2.1 This MoU will commence on 01 April 2019 (the Commencement Date) and terminate on 31 March 2021, unless the Parties agree in writing to terminate it earlier or extend it.
- 2.2 Notwithstanding the foregoing either party may terminate this MoU by giving the other not less than 3 months’ notice in writing.

### **3. ROLES AND RESPONSIBILITIES**

#### **UK Sport is:**

- 3.1 The strategic lead for high performance sport in the UK which includes promoting high standards of sporting conduct from recipients of UK Sport funding and benefits;
- 3.2 A strategic discretionary investor. In line with its investment principles and policies, UK Sport targets funding and benefits towards supporting the best Olympic and Paralympic sports and athletes to maximise their chances of success on the world stage at major events;

- 3.3 The body responsible for managing public funding and benefits provided to grant recipients, including determining who should be eligible to receive such funding and benefits under UK Sport's investment principles and policies;
- 3.4 Responsible for implementing its powers under Article 2 of the Royal Charter:
  - 3.4.1 To encourage and support the adoption of the highest ethical standards among persons or teams from Our United Kingdom participating in sport and physical recreation; and
  - 3.4.2 To support or undertake the provision of programmes or facilities for monitoring drug or substance misuse among persons from Our United Kingdom or overseas participating in sport and physical recreation.

**The BAC is:**

- 3.5 An independent body offering confidential advice, support and guidance to individual athletes within the high-performance system, either directly or indirectly, including those who need help to resolve issues that may affect their welfare and / or performance through:
  - 3.5.1 End-to-end case management support;
  - 3.5.2 Early intervention and informal resolution, where possible, delivered by experienced and qualified staff;
  - 3.5.3 Signposting to external organisations where necessary;
- 3.6 Supporting National Governing Bodies and UK Sport within the area of athlete representation; including recruitment, engagement, evaluation and training of appointed individuals.

**4. DATA SHARING**

**UK Sport will share data with the BAC on:**

- 4.1 Monthly report outlining athletes on the World Class Programme ("WCP"). The report is password protected and is sent from the Athlete Investment Team to the Case Managers;
- 4.2 Relevant information (athlete name and sport) when UKS investment decisions are made. This is so the BAC know which athletes are affected by investment decisions and can support them;
- 4.3 Specific cases that are considered under the UKS Eligibility Policy to ensure that the athlete is able to receive support from the BAC;
- 4.4 List of Performance Advisors and contact information, with updated lists circulated as when necessary;
- 4.5 Information regarding the Athlete Representative status for each funded sport. For the BAC to

be included in all communication regarding athlete representatives, with reference to athlete representative regional induction days, CPD training and the UK Sport conference;

- 4.6 Where the BAC has contributed to a policy document, UK Sport will update the BAC as to its progress and give notification of its upcoming release.

#### **Responsibility of each party**

- 4.7 UK Sport and the BAC will act as joint data controllers in this arrangement. This means all information will be shared in line with the terms of this MOU and in line with the purposes where these are outlined, although both parties will determine the precise manner in which personal data is processed.
- 4.8 This joint arrangement means that both data controllers will exercise overall control over the 'why' and the 'how' of any data processing activity.
- 4.9 Each party will have their own distinct obligations under the data protection legislation (i.e. to ensure the personal data sent / received is processed in line with the data protection principles) although there will be shared obligations when it comes to this specific processing.

#### **Lawful basis for processing**

- 4.10 Under the General Data Protection Legislation 2018 ("GDPR"), our lawful basis for processing personal data is set out below.
- 4.11 Article 6 (e) of the GDPR, public task, is the most appropriate lawful basis for sharing information where the processing of non-special category personal data is necessary for both UK Sport and the BAC to fulfil their overarching public duties and functions. For example, the BAC need to process this information to provide a complete support service to athletes and UKS need to process this information in order to have a complete picture and / or to monitor the behaviour and standards of athletes participating in the WCPs.
- 4.12 Article 9 (2) (g) GDPR, substantial public interest, is the most appropriate lawful basis where special category personal data is processed. This is because the processing is necessary for reasons of substantial public interest, according to national legislation. Specifically, Schedule 1, Part II, clauses 27-28, of the Data Protection Act ("DPA") 2018, confirms that processing is necessary for the purposes of "Anti-doping in sport" and "Standards of behaviour in sport" is deemed of substantial public interest under the DPA 2018. For example, information held by the UKS Integrity team may need to be shared with the BAC on a case by case basis in order to protect a sport against dishonesty, malpractice or other seriously improper conduct, or failure by a person participating in the sport to comply with standards of behaviour set by the responsible body, where this is suspected.

#### **Safeguards**

- 4.13 Specific measures will be put in place to safeguard the fundamental rights and the interests of the data subject where such processing takes place. For example, both parties will only share as

much personal data as is necessary for the specific query or case and personal data will only be shared in a password protected format.

## **5. REPORTING**

**The BAC will be required to report to UK Sport on the following:**

### **5.1 KPIs – the objectives of which are:**

5.1.1 To ensure by 2020 all world class athletes have access to effective, independent advice and support;

5.1.2 To ensure by 2020 the interests of athletes sit at the heart of decision making across the HPS and achieve demonstrable outcomes;

5.1.3 To build the BAC as a leading, trusted and respected partner, impacting positive change;

5.1.4 To uphold strong leadership and governance delivering long term financial sustainability and success;

5.2 Annual summary to UK Sport board on athlete voice which also highlights themes coming from casework (maintaining anonymity and confidentiality making no specific reference to individual cases or sports) to help paint a picture of current prevalent issues facing athlete;.

5.3 Maintenance of Governance Code requirements;

5.4 Report back quarterly on financial position and forecasting.

## **6. FORMAL REVIEW**

6.1 UK Sport and the BAC agree to formally review the effectiveness of the MoU at a meeting between the Chair of the BAC and the Head of Sport Integrity on each anniversary of the Commencement Date or such date as agreed between the Parties.

## **7. KEY POINTS OF CONTACT**

7.1 The principal points of contact will be the Chair of the BAC and the Head of Sport Integrity at UK Sport.

## **8. MEETING FREQUENCY**

8.1 UK Sport Head of Sport Integrity and the BAC Chair will meet quarterly to review the KPIs and discuss any operational matters. Please refer to appendix to find KPIs.

8.2 UK Sport and the BAC will make themselves available for ad hoc meetings as required and shall participate in any joint meetings with key stakeholders where appropriate.

## **9. PRINCIPLES OF COLLABORATION**

**The Parties agree to:**

- 9.1 Keep a close working relationship to share key learnings and best practice, and to highlight major concerns that the BAC might have of the culture within a sport and in respect of the UK Sport Eligibility Policy, without breaching any member confidentiality;
- 9.2 Comply with applicable laws and standards including data protection and freedom of information legislation;
- 9.3 Act in a timely manner. Recognise the time-critical nature of any issues and respond accordingly to: requests for support in relation to high profile cases and those that breach the Eligibility Policy; investment decisions; cases with media implications that may warrant the involvement of the Parties;
- 9.4 Act in good faith to support achievement of the key objectives and compliance with these principles;
- 9.5 In exceptional circumstances, where a party has concerns about an athlete or sport, for example safeguarding, criminal, or risk of harm to individual / other, they may disclose to the other party in a confidential manner;
- 9.6 To include the other party in meetings, steering groups and events that have an impact on, or relevance to, the strategic work they are conducting;
- 9.7 Where relevant, all public communication is shared with prior notice in regard to investment decisions, for example.

## **10 VARIATION**

- 10.1 This MoU, including the appendix, may only be varied by written agreement of both parties.

## **11. CHARGES AND LIABILITIES**

- 11.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

## **12. STATUS**

- 12.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations.

## **13. GOVERNING LAW AND JURISDICTION**

- 13.1 This MoU shall be governed by and construed in accordance with English law and each party

agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of The United Kingdom  
Sports Council

Signature:



Name:

John Danks

Position:

Head Sport Integrity

Date:

1 Apr 19

Signed for and on behalf of The British Athletes  
Commission

Signature:

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Name:

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Position:

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Date:

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## **Appendix A**

### **Objectives of the BAC**

1. To ensure by 2020 all world class athletes have access to effective, independent advice and support
2. To ensure by 2020 the interests of athletes sit at the heart of decision making across the HPS and achieve demonstrable outcomes
3. To build the BAC as a leading, trusted and respected partner, impacting positive change
4. To uphold strong leadership and governance delivering long term financial sustainability and success

