**Dated 2018**

1. ENGLISH BRIDGE UNION
2. **{INSERT NAME OF} COUNTY ASSOCIATION**

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**DATA PROCESSING AGREEMENT**

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**THIS AGREEMENT** is made on the twenty-firstday of May 2018

**between**

1. The English Bridge Union Ltd whose registered office is at Broadfields, Bicester Rd, Aylesbury, HP19 8AZ (“**EBU**”); and
2. {*insert name of county association*} whose address is {*insert address of county association*} (“**County**”)

**BACKGROUND**

1. The EBU is the National Bridge Organisation for England and the County is a county association of the EBU. Under the Bye-Laws, the County’s responsibilities include the provision of Information to the EBU and the processing of personal data as a data processor of the EBU. The EBU in turn acts as a data processor of the County, provides Information to the County and processes the personal data of their members.
2. The EBU and the County will provide each other with certain confidential information and personal data (as defined below) to enable each to perform its role under the EBU’s Bye-Laws.
3. The EBU asserts its rights to all Scoring Data (as defined below), which is used to enable the functioning of its Universal Membership Subscription (UMS) scheme, its Master Point scheme and its National Grading Scheme.
4. The ownership of all personal contact information rests with the data subject.
5. Each party wishes to ensure that the other shall maintain the confidentiality and security of all such information and data so disclosed at all times, and that the other complies with Data Protection Laws.
6. This Agreement is to supplement and add to the Bye-Laws.

**IT is Agreed** as follows:-

1. Definitions and interpretation

For the purposes of this Agreement:

“Data Protection Laws”

Means the Data Protection Act 1998 and, with effect from the date on which it enters into force, the General Data Protection Regulation, and the enacted version of the Data Protection Bill 2017, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 together with any other laws applicable to the protection of personal data in force from time to time in England and Wales and any related regulations and guidance (as from time to time amended, extended, re-enacted or consolidated) and all subordinate legislation, regulations and guidance made pursuant to any of them;

“Information”

Means any and all information and personal data disclosed directly or indirectly by or on behalf of the EBU to the County or acquired by the County on behalf of the EBU from time to time;

**“Scoring Data”**

Means any data relating to the results of bridge games submitted to the EBU under the Universal Membership Subscription (UMS) scheme, which may be used by the EBU for its Master Point scheme and National Grading Scheme and may be provided by the EBU to Clubs, Counties and other organisations for the purpose of scoring bridge events.

“Bye-Laws”

Means the Bye-Laws of the English Bridge Union Ltd in relation to which the County is an Association with constituent membership of the EBU.

The terms “**personal data”, “process”, “data controller”, “data processor”, “data subje**ct” have the meanings attributed to them in the Data Protection Laws;

Reference to ‘writing’ or similar expressions shall include reference to any communication effected by facsimile, electronic mail and/or any comparable means but shall not include communication by SMS or similar text messaging facilities;

Any obligation on any party not to do and/or omit to do anything is to include an obligation not to allow that thing to be done and/or omitted to be done;

The phrase “and/or” means either of the alternatives and both of the alternatives as the case may be;

Where a party incurs an obligation under this Agreement and such obligation is created by the use of words such as “shall”, “will”, “undertakes to”, “must”, “agrees to” or any other verb which implies that a party has so incurred such obligation, it is agreed that all obligations shall not be distinguishable from one another by reason only of the verb used when creating such obligation. Any obligation under this Agreement by a party not to do any act or thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing; and

Any reference to “procure” or “ensure” shall create a primary obligation and not a secondary obligation or guarantee.

1. Information
   1. The parties hereby acknowledge and agree that the Information may comprise, contain and/or incorporate confidential information in which each party has a proprietary interest and that the disclosure of it in any way and/or the use of it in any way other than as agreed would cause harm to the other party.
   2. Subject to clause 2.4, each party hereby agrees to maintain as confidential and not to directly or indirectly use, or disclose to (or permit to be used by or disclosed to) any third party, any part or the whole of the Information, except in the proper performance of their obligations under the Bye-Laws or as specifically authorised by the other party in writing.
   3. The parties will allow access to the Information only to those agents, employees, representatives and staff who need to see and use it for the purposes of performing their obligations under the Bye-Laws.
   4. The obligations of confidentiality set out in clause 2.2 and 2.3 shall continue indefinitely except that they shall not apply to Information:
      1. which either party proves by documentary evidence was already in its possession and at its free disposal prior to disclosure by the other party or was developed by it without reference to any of the Information;
      2. which is after the date of this Agreement disclosed to the other party without any obligations of confidentiality by a third party who is not in breach of any duty of confidentiality in doing so;
      3. which is or becomes generally available to the public in printed publications through no default and/or omission on the party’s part; or
      4. to the extent it is required to be disclosed by law and/or the rules of any recognised stock exchange and/or regulatory authority on condition that party gives the other party as much advance notice of such disclosure as possible.
   5. Other than information that the party is entitled to hold independently of this agreement, each party hereby undertakes to immediately upon the other party’s demand at any time deliver up to the other party or at the other party’s option destroy any and all materials comprising, including and/or incorporating the Information (which shall include but shall not be limited to all documents and records whatsoever in any form and on whatever media and all copies of them whether prepared or written by either party or its or their respective agents, employees, officers or sub-contractors individually, collectively or jointly with the party or a third party or provided by the party) in the other party's possession, power or control and shall furnish the party with a certificate signed by a duly authorised representative certifying the other party’s compliance with this clause.
   6. Each party acknowledges and agrees with the other that:-
      1. The Information that relates to personal contact data remains the property of the data subject at all times;
      2. Each party shall have the right of access at any time to the Information to which it is entitled under the Bye-Laws;
      3. Each party will at all times maintain adequate security for the Information;
      4. Any and all copyright in the data relating to the results of bridge games submitted to it under the Universal Membership Subscription (UMS) scheme shall at all times belong to the EBU; but the County shall have a non-exclusive right to use all such data provided by it; and
      5. If any intellectual property rights arise as a result of the collection, use and/or arrangement of the Scoring Data by the EBU, the County assigns such intellectual property rights (whether existing now and/or in the future) to the EBU and/or will procure such assignment to the EBU with full title guarantee, free from third party rights and for the full term during which those rights and any renewals or extensions subsist.
2. Data Protection
   1. Each party acknowledges that the EBU operates as the data controller and the County as a data processor in respect of the personal data contained in the records of the EBU.
   2. Each party acknowledges that the County operates as the data controller and the EBU as a data processor in respect of the personal data contained in the records of the County.
   3. The purpose for the County to process the Information will be for the performance of its obligations under the Bye-Laws and to achieve this the County will process the Information as follows: provide data relating to events played by the members, for the purposes of calculating Universal Membership Subscriptions, Master Points records and National Grading Scheme grades. The categories of data subjects to which personal data within the Information relates will be members of the County and members of the EBU. The categories of personal data which will be processed are names, contact details, results of bridge tournaments. The County shall only process the Information for the duration of its association with the EBU under the Bye-Laws.
   4. The purpose for the EBU to process the Information will be for the performance of its obligations the Bye-Laws and to achieve this the EBU will process the Information as follows: record personal data of all members when they become members of the; update such personal data on the EBU’s database when required; provide such personal data to the Counties of affiliation of the members; process data relating to events played by the members, for the purposes of calculating Universal Membership Subscriptions, Master Points records and National Grading Scheme grades; provide the results of such data processing to the County under the Master Points scheme and the National Grading Scheme. The categories of data subjects to which personal data within the Information relates will be members of the County and members of the EBU. The categories of personal data which will be processed are names, contact details, results of bridge tournaments. The EBU shall only provide the Information to the County for the duration of its association with the EBU under the Bye-Laws.
   5. Each party agrees to:
      1. only process personal data in accordance with the relevant principles under the Data Protection Laws and all guidelines, statutory orders and codes of practice issued by relevant supervisory authorities or regulators pursuant to or in connection with Data Protection Laws;
      2. only process the personal data for and on behalf of the other party for the purposes of performing the Bye-Laws unless otherwise required by law or any other regulatory body (in which case the party shall, where permitted, inform the other party of that legal requirement before processing);
      3. not permit any third party to process any of the personal data without the other party’s prior written consent, except where otherwise permitted by this agreement or where blanket permission has been given by the EBU;
      4. (where consent is provided pursuant to clause 3.5.3) impose upon each such third party sub-processor (and procure each such third party sub-processor’s compliance with) the terms of this clause 3 as if the processing being carried out by the sub-processor was being carried out by the party;
      5. where legally possible ensure that the other party has the right to directly enforce any terms relating to processing of the personal data against any such third party sub-processor;
      6. not transfer or allow the transfer of the personal data outside the European Economic Area without the EBU’s prior written consent;
      7. maintain a record of the location of the personal data and, where relevant of any computer system on which the personal data is held by each party;
      8. ensure that only such of the party’s personnel who may be required by the party to assist it in meeting its obligations under this Agreement shall have access to the personal data. Each party shall ensure that all the party’s personnel used by it in relation to this Agreement are aware of their responsibilities in data protection and in the care and handling of personal data and are obliged to comply with the terms of this agreement;
      9. immediately notify and provide full details to the other party of any breach or potential breach of this clause, take all measures necessary to remedy or address the breach or potential breach and cooperate with the other party to resolve such issue;
      10. immediately notify the other party of any contact with or investigation or audit of the party in relation to data processing and/or personal data by any regulatory authority prior to providing any information, unless the party is prevented from doing so by law or court of competent jurisdiction;
      11. implement and at all times maintain an information security management system that:
          1. operates and has robust back up and disaster recovery procedures in place, appropriate to the nature of the organisation;
          2. is able to comply with any rights of data subjects exercised under Data Protection Laws; and
          3. includes all appropriate technical and organisational measures, appropriate to the nature of the organisation, necessary or desirable to:
             1. ensure a level of security appropriate to the risk against unauthorised or unlawful processing, accidental loss or destruction of or damage to personal data;
             2. protect the rights of the data subject; and
             3. enable the personal data to be processed in compliance with obligations equivalent to those imposed on the party under the Data Protection Laws;

and ensure that all personal data processed by each party is maintained in accordance with this clause 3.5;

* + 1. from time to time on reasonable request provide details in writing of the party's data processing activities in respect of the personal data in order to ascertain compliance with Data Protection Laws and the terms of this Agreement; and
    2. on termination of this Agreement return (or, at the other party’s discretion at any time upon instruction from the other party, permanently delete) all personal data processed on behalf of the other party pursuant to this Agreement (and permanently delete any copies, save to the extent that the party is independently entitled to the data or its retention is required by law).
  1. Where a party requires assistance from the other party in order to respond to requests, queries and/or investigations in respect of the personal data within the Information or requires that the other party helps it in reconstructing and/or otherwise safeguarding the personal data within the Information or requires that the other party assists it in complying with Data Protection Laws, the other party shall (at its cost) provide it with such assistance as it reasonably requests within any timescales specified by it. If no time scales are specified, the other party must respond to and comply with its request within the earlier of a reasonable period of time of receiving the request for assistance or the time period needed to allow it to comply with its obligations under the Data Protection Laws.
  2. Where the County will be collecting personal data on behalf of the EBU, the County shall:
     1. ensure that it informs the data subject at the time of collecting the personal data that the EBU is the data controller in respect of the data, the purposes for which the EBU will be using the personal data and the possible recipients of the personal data all as included in the EBU’s Privacy Policy or as notified by the EBU to the County from time to time and the other matters required under Data Protection Laws; and
     2. obtain the data subject’s consent to any purposes for processing personal data where required in accordance with the Data Protection Laws.
  3. Subject to clause 3.5, the EBU warrants that:
     1. all personal data provided by or on behalf of the EBU shall have been lawfully obtained and retained by the EBU (or its nominated third party);
     2. all necessary consents and data processing notices have been provided in relation to the processing of personal data; and
     3. the EBU is lawfully entitled to provide, procure the provision of or authorise the County to obtain (as the case may be) personal data for the purposes envisaged by this Agreement.
  4. The County will keep, and provide to the EBU upon request, a complete, accurate and up-to-date record of all processing activities carried out by the County on behalf of the EBU including but not limited to:
     1. details of the data controller, the data processor (and where applicable the Data Protection Officer of the data controller and data processor);
     2. details of any employees or members who have access to the personal data and the types of processing carried out on behalf of the data controller;
     3. where applicable, information on any transfer of personal data to a country outside the EEA (including the identification of the country receiving the personal data, the EBU’s consent and the adequate safeguards used); and
     4. a general description of any security measures implemented in respect of the personal data.
  5. Each party shall:
     1. comply with all Data Protection Laws;
     2. co-operate with any regulatory authority for data processing; and
     3. not do or omit to do anything which will place the other party in breach of any Data Protection Laws.

1. General
   1. The parties agree that the terms of this Agreement are supplemental to the Bye-Laws and that this Agreement together with the Bye-Laws will form one contract.
   2. Each party will each be liable under this Agreement for the acts and/or omissions of any agent, employee, sub processor or sub-contractor and/or those of any of its group companies as if they were its own acts and/or omissions under this Agreement.
   3. Each party acknowledges that damages may not be an adequate remedy for breach of this Agreement and accordingly each agrees that the other shall be entitled to seek and obtain any injunctive and/or other equitable relief in relation to any breach of this Agreement.
   4. Each party shall, at the request and cost of the other party (and irrespective of the termination of this Agreement) sign and execute any documents and/or deeds and/or do any and all such acts and/or things as the other party may require to give effect to the provisions of this Agreement.
   5. All third party rights are excluded and no third party shall have any right to enforce this Agreement.
   6. This Agreement is governed by English Law and the parties each agree to submit to the non-exclusive jurisdiction of the English Courts in relation to any disputes connected with this Agreement.

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SIGNED for and on behalf of SIGNED for and on behalf of

The English Bridge Union {*insert name of county*}

Name: Gordon Rainsford Name: ……………………………………..

Title: General Manager Title: ……………………………………..