



## Data Processing Agreement

### 1 Processing of personal data

#### Definitions

#### 1.1 In this clause 1:

- 1.1.1 **Controller, Data Subject, Personal Data, Processor** and **processing** shall have the respective meanings given to them in applicable Data Protection Laws from time to time (and related expressions, including **process, processed, processing, and processes** shall be construed accordingly) and **international organisation** and **Personal Data Breach** shall have the respective meanings given to them in the GDPR;
- 1.1.2 **Data Protection Laws** means, as binding on either party or the Services:
- (a) the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 1998 or the GDPR;
  - (b) any laws which implement any such laws; and
  - (c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
- 1.1.3 **GDPR** means the General Data Protection Regulation (EU) 2016/679;
- 1.1.4 **Protected Data** means Personal Data received from or on behalf of the Customer in connection with the performance of the Supplier's obligations under this Agreement; and
- 1.1.5 **Sub-Processor** means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data.

#### Compliance with Data Protection Laws

- 1.2 The parties agree that the Club is a Controller for the purposes of processing Protected Data pursuant to this Agreement. The Club shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Club shall ensure all instructions given by it to KKAcademy CIC in respect of Protected Data (including the terms of this Agreement) shall at all times be in accordance with Data Protection Laws.
- 1.3 KKAcademy CIC shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.
- 1.4 Clauses 1.5 -1.13 shall apply from when the GDPR applies on 25 May 2018, but not earlier.

#### Instructions

- 1.5 KKAcademy CIC shall:
- 1.5.1 only process (and shall ensure KKAcademy CIC Personnel only process) the Protected Data in accordance with the Schedule and this Agreement (and not otherwise unless alternative processing instructions are agreed between the parties in writing) except where otherwise required by applicable law (and shall inform the Club of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
- 1.5.2 without prejudice to clause 1.2, if KKAcademy CIC believes that any instruction received by it from the Club is likely to infringe the Data Protection Laws it shall promptly inform the Club and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

#### Security

Venues' addresses:

Fairlawn Primary School, Honor Oak Road,  
London, SE23 3SB

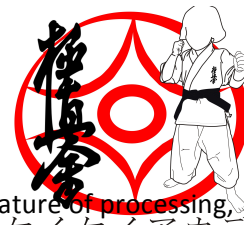
Rathfern Primary School, Rathfern Road  
London, SE6 4NL

Tel: 020 8697 8225

Mob: 0784 950 2129

Email: [info@kkacademy.com](mailto:info@kkacademy.com)

web: [www.kkacademy.com](http://www.kkacademy.com)



- 1.6 Taking into account the state of technical development and the nature of processing, KKAcademy CIC shall implement and maintain the technical and organisational measures set out in Part B of the Schedule to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

**Sub-processing and personnel**

- 1.7 KKAcademy CIC shall:
- 1.7.1 not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the specific written authorisation of the Customer;
  - 1.7.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 1 that is enforceable by KKAcademy CIC and ensure each such Sub-Processor complies with all such obligations;
  - 1.7.3 remain fully liable to the Club under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own; and
  - 1.7.4 ensure that all persons authorised by KKAcademy CIC or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 1.8 The Club authorises the appointment of the Sub-Processors listed below:  
IT Services, M Lanska z.o.o. registered in Poland who is re-developing KKAcademySystem.  
IBC Internet Business Centre registered in Poland who host the server where the data are stored.

**Assistance**

- 1.9 KKAcademy CIC shall:
- 1.9.1 assist the Club in ensuring compliance with the Club's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to KKAcademy CIC; and
  - 1.9.2 taking into account the nature of the processing, assist the Club (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Club's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

**International transfers**

- 1.10 KKAcademy CIC shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the EEA or to any international organisation outside the EEA without the prior written consent of the Club.

**Audits and processing**

- 1.11 KKAcademy CIC shall, in accordance with Data Protection Laws, make available to the Club such information that is in its possession or control as is necessary to demonstrate KKAcademy CIC compliance with the obligations placed on it under this clause 1 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Club (or another auditor



mandated by the Club) for this purpose (subject to a maximum of *one* audit request in any 12 month period under this clause 1.11).

**Breach**

- 1.12 KKAcademy CIC shall notify the Club without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

**Deletion/return**

- 1.13 On the end of the provision of the Services relating to the processing of Protected Data, at the Club's option, KKAcademy CIC shall either return all of the Protected Data to the Club or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires KKAcademy CIC to store such Protected Data. This clause 1 shall survive termination or expiry of this Agreement.



## THE SCHEDULE DATA PROTECTION

### Part A

#### Data processing details

Processing of the Protected Data by the Supplier under this Agreement shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Part A.

**1 Subject-matter of processing:**

Club member registration

**2 Duration of the processing:**

Adults membership: From date of registration for a 1 year, unless the membership is terminated before the expiry date. After renewing the membership the data are being processed for the following year.

Children membership: From date of registration for a 1 year, unless the membership is terminated before the expiry date. After renewing the membership the data are being processed for the following year. However data of members under 18 are being stored for 5 years from the date of membership registration.

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

Club membership data collection

**4 Type of Personal Data:**

Contact details, DOB, relevant medical and medication, disabilities and other support needs, consent for emergency medical treatment and first aid, confirmation of fitness, marketing preferences

**5 Categories of Data Subjects:**

Member, person with parental responsibility, emergency contacts

**6 Specific processing instructions:**

If the club does not renew the agreement with British Gymnastics, all data will be deleted or returned (as required) to the club.

If an individual club member leaves or transfers to another clubs, their information will remain available to the club for 60 days, after which time, it will be deleted from your club data.

### Part B

#### Technical and organisational security measures

- 1 KKAcademy CIC shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

**Storage**

Venues' addresses:

Fairlawn Primary School, Honor Oak Road,  
London, SE23 3SB

Rathfern Primary School, Rathfern Road  
London, SE6 4NL

Tel: 020 8697 8225

Mob: 0784 950 2129

Email: [info@kkacademy.com](mailto:info@kkacademy.com)

web: [www.kkacademy.com](http://www.kkacademy.com)



- 1.1 Data is stored in relational databases on servers within the KKAcademy CIC office. The servers are held within a locked room accessible only by certain members of the KKAcademy CIC IT team. Entry to this room is logged. The servers are secured by a password which is only known to key IT personnel. Access rights are stored in a database which is backed up daily.
- 1.2 The servers are protected from power outage by means of a backup generator. This is because access to the data is required 24x7 365 days a year. Any downtime due to maintenance or disaster is communicated to members and staff where possible in advance.

#### **Access**

- 1.3 The database servers which contain sensitive data are behind a firewall to prevent unauthorised access by external parties. Any access that is required via web applications is granted as and when required via a policy within the firewall and all applications are accessed through SSL encryption.
- 1.4 Access to the data within our CRM system is limited by entity. This means that access to specific parts of the data is only given where required by the member of staff to do their job. The only members of staff that would have access to data collected on your club's behalf are the IT team for system maintenance and security and the DPO as required to ensure compliance with data protection laws.
- 1.5 Club officials can log into specific web applications and have access to view the member data associated to their club(s).

#### **Vulnerability Scanning**

- 1.6 IBC Internet Business Centre Poland uses special software to scan for vulnerabilities across their digital platforms. This scanning will show any potential vulnerabilities and allow us to fix or apply patches to mitigate the risk of being breached.

#### **Contact Controller**

- 1.7 You can contact KKAcademy CIC Team online on the website [www.kkacademy.com](http://www.kkacademy.com) or email [info@kkacademy.com](mailto:info@kkacademy.com)
- 1.8 Data Protection Policy is available on [www.kkacademy.com/terms.php](http://www.kkacademy.com/terms.php)

#### **Signed**

Name: Ewa Grefkowicz

Signed: 25/06/2018

Organisation: KKAcademy CIC

Date: 24<sup>th</sup> May 2018