

# UKSI System External User Terms and Privacy Notice

## Policy Number 159

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## VERSION CONTROL

VERSION	CHANGES	DATE (dd.mm.yyyy)	AUTHOR
11.	As per below: Hughes	11 July 2023	Helen
	<ul style="list-style-type: none"> <li>• Terms of Use:               <ul style="list-style-type: none"> <li>○ Under 'Definitions' and throughout: Removed reference to employees, contractors, students etc and put focus back on external users only.</li> <li>○ Added in 'Onelogin' to list of UKSI systems.</li> <li>○ Removed reference to other UKSI systems: Cascade, Access, Dartfish TV, Tableau Server; subject to further review.</li> <li>○ Added further security recommendations under 'Password security' section.</li> </ul> </li> <li>• Privacy notice:               <ul style="list-style-type: none"> <li>○ Added new section 'Circumstances whereby this notice will apply'.</li> <li>○ Updated text in methods of collection table.</li> <li>○ Added two new categories of personal data: 'professional data' and 'other data'.</li> <li>○ Added a new purpose of data processing: collaboration/data sharing and its lawful bases.</li> </ul> </li> </ul>		
12.		26 July 2023	Helen Hughes
	<ul style="list-style-type: none"> <li>○ Removed 'Onelogin' from list of UKSI systems.</li> <li>○ Updated Access clause 5.1 to state that "UKSI has the right to suspend access to UKSI System at any time".</li> <li>○ Added 'images and videos' as categories of personal data.</li> </ul>		
13.	Minor updates	31 October 2024	Authors

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## Terms of Use (“the Terms”) for external users of UKSI Systems

UK Sports Institute Limited (“UKSI”) provides certain data management and data sharing platforms (“UKSI Systems”) for authorised external users. The use of UKSI Systems is governed by the following Notice. You should not use any UKSI System if you do not agree to be bound by this Notice, and your use of any UKSI System indicates your agreement to abide by the terms set out below.

### 1. Definitions

- “Confidential Information” Means (i) any Personal Data and/or special category Personal Data (including medical history and/or medical condition) of any person held on an UKSI System;  
(ii) the tests, processes and/or procedures (including the results of such tests, processes and/or procedures) undertaken by UKSI;  
(iii) all dealings, contracts and business information (including documentation, equipment, specifications and drawings) relating to UKSI and its business activities.
- “Data Protection Legislation” Means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party from time to time; **Personal Data, Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation;
- “Intellectual Property Rights” Means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“UKSI System”	Means any technology platform provided by UKSI to manage and share data including Personal Data such as (without limitation), UKSI SharePoint, Office 365 suite (including Teams), but excludes UKSI Performance Data Management System (PDMS) and The Learning Arena, which have their own applicable terms and privacy notices.
“UKSI System User”	An external user of UKSI systems who has been authorised by UKSI to access an UKSI System and is referred to in this Notice as “you” or “your”.
“UKSI System Owner”	The UKSI employee authorised by UKSI to provide a UKSI System User access to a UKSI System or a specific part of a UKSI system and who has primary ownership over the rules of access.

## 2. Confidentiality and Intellectual Property

- 2.1 You shall keep all Confidential Information in strictest confidence and shall not disclose, reproduce or copy such Confidential Information, except with the written consent of UKSI.
- 2.2 Subject to paragraph 2.4 below, all information, data, text, documents, graphics, logos, designs, images, pictures, photographs, videos, podcasts, weblogs, RSS feeds, widgets, embeddable media players, software, interactive features, advertisements or other content, services or materials (or any part of them) accessible on UKSI Systems are protected by copyright, trade marks, database rights and other intellectual property rights and are owned by or licensed to us or are otherwise used by us as permitted by applicable law or regulation.
- 2.3 You shall not reproduce, copy, distribute, make available, publish, sell, license, transfer or otherwise deal in the Intellectual Property Rights which exist in any of the software, code, functionality, concepts, data, information, documents and all other materials relating to, or held on, UKSI System except with the written consent of UKSI.

### User Contributions

- 2.4 Where UKSI enables you to submit contributions (including without limitation any text, photographs, graphics, video or audio material) (“User Contributions”) to a UKSI System you confirm you hold all rights and permissions required to submit the User Contribution. By submitting any User Contribution to any UKSI System (including without limitation any forum, blog, discussion page, photo or video uploading facility) and in consideration of UKSI making available to you the opportunity to upload any User Contribution (which you acknowledge as a sufficient benefit to you), you irrevocably and unconditionally grant UKSI a non-exclusive, worldwide, royalty-free, sub-licensable, perpetual licence of the entire right, title and interest in and to such User Contribution so that UKSI may use the User Contribution in any way,

including making it available to other Users of UKSI Systems in any format or medium.

- 2.5 You shall not place on a UKSI System any User Contributions which would constitute a breach of the Intellectual Property Rights of any third party.

### **3. Data Protection**

- 3.1 The parties acknowledge that for the purposes of the Data Protection Legislation, UKSI is the data controller in respect of any Personal Data held on UKSI Systems.
- 3.2 In the event that you require access to any Personal Data held on UKSI Systems you shall, in advance of any access, obtain written authorisation from the relevant UKSI System Owner in respect of the following:
- a) The purpose of your access to such Personal Data;
  - b) A description of the specific Personal Data to which you are to have access;
  - c) The type of access you should have to the Personal Data (e.g. edit, upload, or view only)
  - d) The duration for which you should have access to such Personal Data;
- 3.3 You must access the Personal Data only in accordance with the written authorisation provided to you pursuant to paragraph 3.2 above. In the event that you require an amendment to the written authorisation you must request such amendment in writing from the relevant UKSI System Owner.
- 3.4 You should not download any Personal Data on to your computer, laptop, mobile device or external storage device, except with the written authorisation from UKSI System Owner, such authorisation may attach such reasonable conditions to downloading Personal Data as is required.
- 3.5 You must take all reasonable steps to protect the Personal Data against unauthorised access and accidental loss or destruction. You must notify UKSI Site Owner immediately if you suspect there may have been any unauthorised access, accidental loss or destruction to such Personal Data and provide full details to UKSI System Owner and all such assistance as UKSI System Owner may request to investigate the matter further.
- 3.6 You must not permit any other person to have access to the Personal Data held on UKSI Systems. If another person requires access, that person must contact UKSI for authorisation.
- 3.7 You shall not upload Personal Data on UKSI System unless you have the explicit consent of (i) the individual to whom the Personal Data relates and (ii) the relevant UKSI System Owner.
- 3.8 Data relating to you and/or your use of UKSI Systems will be held in accordance with UKSI System External Users privacy notice below.

#### **4. Use**

- 4.1 You agree that you will not use UKSI Systems for any purpose that is illegal or unlawful.
- 4.2 You will not intentionally upload any files that could corrupt or otherwise damage UKSI Systems.
- 4.3 UKSI reserves the right to review the contents of any materials held on UKSI Systems in the event of a technical problem or complaint.
- 4.4 You agree that you will not use UKSI Systems in such a way as to abuse, offend or threaten any individual or group of individuals.
- 4.5 You agree that you will not place on UKSI Systems any offensive, profane, indecent, obscene, racially offensive or sexually offensive materials, articles, words, pictures, sounds, programs or images and that UKSI has the right to remove from the system any materials that it deems to be offensive, profane, indecent, obscene, racially offensive, or sexually offensive.
- 4.6 You agree that you will not use UKSI Systems for commercial gain or advertising or canvassing or buying or sales purposes or to issue any mass mailings, junk email or surveys.

#### **5. Access**

- 5.1 You agree that UKSI has the right to suspend access to UKSI Systems at any time.
- 5.2 You agree that access to UKSI Systems is restricted by permissions set against specific areas (such as a SharePoint page). You shall only use your account to access the areas you have been authorised to access using your permissions and not more than this.
- 5.3 You agree that access to UKSI Systems is for a limited time period defined by your operational needs. You agree to stop accessing and using UKSI Systems should this need no longer apply.
- 5.4 You agree that UKSI has the right at its sole discretion to deny access to any UKSI System by any UKSI System User who fails to fully meet these terms of use.
- 5.5 The terms of paragraph 2 and 3 above shall continue to apply without limit of time and notwithstanding that you have ceased to access UKSI Systems.

#### **6. Password security**

- 6.1 You have a unique personal password and username to enable you to access and use UKSI System, such password and username combination is for your exclusive personal use of UKSI Systems and must not be provided to any third party. We require your password to be a minimum of 16 characters, and we recommend it consists of a three random word passphrase.

- 6.2 You agree that you are responsible for maintaining the security and confidentiality of your log-in details and of all information accessed using such log-in details on the UKSI System .
- 6.3 You agree to exit UKSI Systems in a secure manner when you have finished your user session and not leave it logged on or available for others to view or use.
- 6.4 You agree that your right to access UKSI Systems is not transferable to any third party and you will be liable for any inappropriate use of UKSI System by any third party using your password and username.
- 6.5 If you suspect that a third party may have used UKSI Systems using your password or username, you should contact [dataprotection@uksportsinstitute.co.uk](mailto:dataprotection@uksportsinstitute.co.uk) immediately.
- 6.6 If you access UKSI Systems through a personal device, you should ensure that such device is protected by a passcode or password with automatic locking after a maximum 1 minute period of inactivity. We also require that you:
- a) install or update your device's operating software as soon as it is released by the provider;
  - b) Prevent theft and loss of data using biometric/PIN/strong password/passphrase lock;
  - c) Whenever available, activate and use encryption services and anti-virus protection;
  - d) Whenever available, Install and configure remote tracking and/or wiping services, such as Apple's 'Find My iPhone app', Android's 'Where's My Droid' or Windows' 'Find My Phone';
  - e) Remove any apps or other information from the device used to access the UKSI system and return it to the manufacturers' settings before selling, exchanging or disposing of the device; and
  - f) In the event that your device is lost or stolen or its security is compromised, and the device has information from the UKSI system stored on it, promptly report this to the UKSI System Owner. We shall then agree on next steps.

## 7. Miscellaneous

- 7.1 UKSI may revise these terms from time to time, the most current version will always be accessible on UKSI website [www.uksportsinstitute.co.uk](http://www.uksportsinstitute.co.uk) . If the revision, in UKSI's sole discretion, is material UKSI will notify you via an e-mail to the email associated with your account. By continuing to access or use UKSI System after those revisions become effective, you agree to be bound by the revised terms.
- 7.2 These terms shall be governed by and construed in accordance with the law of England and Wales and the parties expressly submit to the exclusive jurisdiction of the English Courts.



## UKSI System External Users: Privacy Notice

This notice provides details of the processing by UKSI in respect of the Personal Data of UKSI System External Users. What sections are applicable will vary depending on your reasons for access, and what UKSI systems you have access to. It informs such Users about their privacy rights. This notice is provided by UKSI in addition to, and not in place of, any other system specific privacy notices (for example, from Microsoft).

### Circumstances whereby this notice will apply

This notice applies to our processing of personal data relating to you in any or all of the following circumstances:

(i) as a person who works for one of our partner organisations, such as a National Governing Body (NGB), and needs to access one or more of UKSI systems to fulfil for those purposes, for example, to manage a UKSI employed staff member/ practitioner.

(ii) as a person who works for one of our partner organisations, such as an NGB or UK Sport (UKS) and needs to access one or more of UKSI systems to fulfil for those purposes, for example, to collaborate with UKSI staff members on a shared project on a UKSI platform.

(iii) as an authorised third party who has been instructed to provide services and needs to access UKSI systems, for example, an auditor, lawyer, consultant or other professional engaged in work with us.

### What personal data is processed about you

The UKSI will process the following categories of personal data:

<p><b>Identity Data</b> This includes first name, last name, username or similar identifier, title and gender.</p>
<p><b>Professional Data</b> This includes your job title, discipline/department, organisation name and views and/or opinions expressed in so far as it relates to your professional capacity.</p>
<p><b>Contact Data</b> This includes email address and telephone numbers.</p>
<p><b>Images</b> This includes any images of you added, including any moving images (video recordings) you agree to be part of, for example, a recorded virtual meeting.</p>
<p><b>Technical Data</b> This includes your login data, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access UKSI Systems.</p>
<p><b>Location and Chronological Data</b> This may be technical or manual data, and includes your internet protocol (IP) address, territory/ country, as well as date/time/location of an entry on UKSI Systems.</p>
<p><b>Usage Data</b> This includes information about how you use UKSI Systems such as an audit trail ie. when you last logged into systems and what applications you accessed.</p>

**'Other' Data**

This includes any data you input as part of any system you have access to, for example, within a file or folder on UKSI Microsoft 365 you have created and/or uploaded, or in a free text box.

**How is your personal data collected?**

The following methods of collection are used:

<b>Direct interactions</b>	You may give UKSI your Identity and Contact Data directly by registering as a user directly and/or filling in forms or by other correspondence sent to you by UKSI. You may work on a project on UKSI systems whereby you input personal data.
<b>Indirect interactions</b>	You may provide data to an UKSI staff member who will input that into the relevant system, for example, via the telephone, or by way of contribution to a meeting that results in meeting notes.
<b>Automated technologies or interactions</b>	<p>When you use an UKSI System UKSI will collect Location and Chronological Data, Identity Data, Technical and Usage Data about the device you use to access UKSI System, your browsing actions and patterns. This data is collected by using cookies, server logs and other similar technologies. Such data will be collected from the following parties:</p> <ul style="list-style-type: none"> <li>• Analytics providers (including Google analytics, based in the US);</li> <li>• Technology providers, including Microsoft and similar parties (based in the UK and Europe);</li> <li>• External service providers who support UKSI systems such as OneLogin (UKSI authentication/identity management provider).</li> </ul> <p>We make all reasonable efforts to prevent the sharing of personal data with any third parties, including when using Google Analytics, by enabling IP anonymisation which means your IP address, will not be tracked when using this service.</p>

**Your duty to inform UKSI of changes**

It is important that the personal data we hold about you is accurate and current. Please keep the UKSI System Owner informed if any of your personal data changes.

**How will we use your data and on what basis?**

We have set out below a description of the main purposes for which UKSI will use your personal data and the legal bases we rely on to do so.

<b>Purpose/Activity</b>	<b>Type of data</b>	<b>Lawful basis for processing</b>
To register you as a new UKSI System User and assign you the right level of access	(a) Identity (b) Professional (c) Contact	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to register users who need to access the system)
To encourage and facilitate collaborative working and data	(a) Identity (b) Professional	(a) Performance of a contract with you

<p>sharing (including project management and other instances of data sharing) between UKSI and its partner organisations and other third parties as required and authorised. This might include the recording of an online meeting you are part of (in which case it will always be made clear at the start of the meeting that it is being recorded so you can amend your privacy settings accordingly).</p>	<p>(c) Contact (d) Images (e) Technical (f) Location and Chronological Data (g) Usage (h) Other</p>	<p>(b) Necessary for our legitimate interests (to help achieve our values: to care, collaborate, innovate and excel: by providing an online platform to connect people in the high performance sporting world; keep our records updated and to study how UKSI Systems are used)</p>
<p>To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy notice (b) Asking you for comments regarding UKSI Systems</p>	<p>(a) Identity (c) Contact</p>	<p>(a) Performance of a contract with you (b) Necessary for our legitimate interests (to keep our records updated and to study how UKSI Systems are used)</p>
<p>To administer and protect UKSI Systems (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)</p>	<p>(a) Identity (b) Contact (c) Technical (d) Location and Chronological Data (e) Usage</p>	<p>(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud) (b) Necessary to comply with a legal obligation</p>
<p>To use data analytics to evaluate information on activity, including how you move around different sections of UKSI's SharePoint platform, in order to improve UKSI System and UKSI System User experiences.</p>	<p>(a) Technical (b) Usage</p>	<p>(a) Necessary for our legitimate interests (to keep UKSI Systems updated, intuitive and relevant)</p>

### Marketing

The UKSI will not use any of your data for marketing purposes we would ask for your explicit consent before your data was shared with any third party for marketing purposes.

### Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.

If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

### **Recipients of your personal data**

We will share your personal data for the purposes set out in the table above with carefully selected external IT service providers who assist us with the administration, management and support of UKSI system.

We have agreements in place with all such service providers that require them to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

### **Data security**

We have put in place appropriate technical and organisational security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. Such measures include end-to-end encryption, adherence to password policy, log in by multi-factor authentication for all UKSI System Users and strict user administration control paired with comprehensive permissions management processes. In addition, only those who have a business need to know your data will access your data and at all times are subject to a duty of confidentiality.

It should be noted that despite having such security measures in place, we cannot eliminate all risk of a data breach. In the event of a data breach we have set procedures in place to fully investigate the breach. If we are required to do so, we would notify you of details of the breach and the steps to be taken to remedy or mitigate the breach.

### **Cookies**

Cookies are small text files that are placed on your terminal equipment (ie. computer or smartphone) by websites that you visit. Cookies allow a website to recognise a user's device. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site about the user's preferences or past actions.

The main cookies we use on UKSI systems are to improve user experience or display content from a third party (for example, from a streaming video service such as YouTube). Some of the cookies we use are 'analytical' cookies. They allow us to recognise and count the number of users and to see how users move around the site when they're using it. This helps us to improve the way our website works, for example, on UKSI SharePoint, this will help us make sure users are finding what help sections they need more easily.

You can set your browser to refuse all or some browser cookies, or to alert you when cookies are used. If you disable or refuse cookies, please note that some parts of UKSI System may become inaccessible or not function properly.

### **Data retention**

We will retain personal data for as long as reasonably necessary to fulfil the purposes we collected it for (see table above for the specific purposes).

In some circumstances you can ask us to delete your data, see below for further information.

### Your legal rights

<b>Rights</b>	<b>What does this mean?</b>
1. Right to be informed	You have the right to be provided with clear, transparent and easily understandable information about how UKSI use your personal data and your rights. This is why you are being provided with the information set out in this Privacy Notice.
2. Right of access	You have the right to obtain a copy of your personal data and certain other information (similar to that provided in this Privacy Notice). This is so you're aware and can check that UKSI is using your personal data legitimately.
3. Right to rectification	You are entitled to have your personal data corrected if it's inaccurate or incomplete.
4. Right to erasure	This is also known as 'the right to be forgotten' and, in simple terms, enables you to request the deletion or removal of your personal data where there's no compelling reason for us to keep it. There is not an absolute right to erasure and it will only apply in certain circumstances.
5. Right to restrict processing	You have rights to 'block' or suppress further use of your personal data in certain circumstances. When processing is restricted, it can still be stored by UKSI, but may not be used further.
6. Right to data portability	You have the right to obtain and reuse your personal data in a structured, commonly used and machine-readable format in certain circumstances. In addition, where certain conditions apply, you have the right to have such information transferred directly to a third party.
7. Right to object to processing	You have the right to object to certain types of processing, in certain circumstances. In particular, the right to object to the processing of your personal data based on our legitimate interests or on public interest grounds; the right to object to processing for direct marketing purposes (including profiling); the right to object to the use of your personal data for scientific or historical research purposes or statistical purposes in certain circumstances.
8. Right to withdraw consent	If you have given your consent for UKSI to process your personal data, you have the right to withdraw your consent at any time (although if you do so, it does not mean that anything done with your personal data with your consent up to that point is unlawful).
Right to complain	If you're not satisfied with our response to any complaint or believe UKSI' processing of your personal data does not comply with data protection legislation, you have the right to lodge a complaint with the UK Supervisory Authority, the Information Commissioner's Office (ICO) using the following details: Address: Information Commissioner's Office, Wycliffe House, Water

	Lane, Wilmslow, Cheshire SK9 5AF Telephone number: 0303 123 1113 Website: <a href="http://www.ico.org.uk">www.ico.org.uk</a>
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**How to contact us**

If you have any questions about this Notice, or if you wish to exercise any of the rights set out above, please contact UKSI's Data Protection Officer (DPO) at: [dataprotection@uksportsinstitute.co.uk](mailto:dataprotection@uksportsinstitute.co.uk).

You can also find details on how to complain to the UK Supervisory Authority set out in the table directly above.

**What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response. There is usually no fee required. We shall comply with all legitimate requests within the prescribed timeframe of one month.

**Changes to our privacy policy**

We will keep this privacy notice under regular review where material changes are made to this notice, we will notify you in writing.