

PDMS Terms of Use

GUI 160

VERSION	5
INITIAL DATE	June 2022
LAST REVIEW DATE	May 2026
DATE ISSUED	May 2026
AUTHORS	
RESPONSIBILITY FOR UPDATES	Head of Performance Data Systems
LINKED POLICIES	-
NEXT REVIEW DATE	May 2028

VERSION CONTROL			
VERSION	CHANGES	DATE (dd.mm.yyyy)	AUTHOR
5	Change to standard template. Change to athlete medical data retention period.	12.05.2026	

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Introduction

Performance Data Management System (PDMS) is a system owned, managed and operated by the UK Sports Institute (UKSI) to hold performance data, health data and medical records of athletes. UK Sports Institute offers PDMS as part of its contractual obligations to sport national governing bodies (NGBs) under a services contract. UK Sports Institute also licenses access to PDMS to other sporting organisations - such as the British Olympic Association, the British Paralympic Association - to enable them to hold and manage their athletes' data on the system. These organisations are referred to as "Nominating Bodies" within these Terms.

1. Use of PDMS is Subject to these Terms

By accessing or using PDMS, you confirm that you accept and agree to comply with them. If you do not agree to these Terms, you must not use PDMS.

The following terms when used in these Terms of Use shall have the following meaning

"Athlete Personal Data"	means any Personal Data, relating to an athlete which is processed on PDMS.
"Data Protection Legislation"	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 ("DPA") and the UK General Data Protection Regulation (UK GDPR) ("UK GDPR"); and (b) any binding code of practice or guidance published by the UK's Information Commissioner's Office from time to time; Personal Data, Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation.
"Intellectual Property Rights"	all patents, rights to inventions, utility models, copyright and related rights, trademarks, 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.
"Medical Record"	Means information processed on PDMS about the injury or illness (both mental and physical) of athletes or support staff, and includes data obtained directly from the individual or indirectly from consultations or test results and including any treatment or medications received.

“Nominating Body”	means third parties which have a licence to hold their athlete’s data on PDMS (i.e. where UK Sports Institute simply processes the data on the instructions of that third party) this may include some Sport National Governing Bodies (NGB), a Home Countries Sports Institute (HCSI), the British Olympic Association (the BOA), the British Paralympic Association (the BPA) or the relevant Commonwealth Games Association (CGA).
“Performance Data”	any information or data about an athlete or support staff held on PDMS that is not a Medical Record.
“PDMS User Personal Data”	means Personal Data relating to a PDMS User which is not Athlete Personal Data.
“PDMS User”	any individual who has been authorised by the UK Sports Institute to access PDMS.
“Personal Data”	means any information relating to an identified or identifiable living individual, including information that can directly or indirectly identify that individual. This may include, for example, name, contact details, identification numbers, location data, online identifiers, or factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that individual.
“Processing”	covers most things that can be done with, or actions taken in respect to, personal data, including collection, use, transfer, storage and deletion of such data.
“Special Category Data”	means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data used for identification, health data, or data concerning a person’s sex life or sexual orientation.

2. Intellectual Property

- 2.1 All Intellectual Property Rights in the PDMS system are wholly owned by, or licensed to, the UK Sports Institute.
- 2.2 As a PDMS User, you agree that you will not reproduce, copy, distribute, make available, publish, sell, license or transfer any of the software, code, functionality or concepts relating to the PDMS to any third party, or otherwise make use of the content in any way except for your own use.
- 2.3 You agree not to place on to PDMS any materials or documents that would constitute a breach of the intellectual property rights or copyright of any third parties.

3. Data Protection

- 3.1 For clarity, the role of the UK Sports Institute will depend on the circumstances in which PDMS is used. Where it determines the purposes and means of processing Personal Data on PDMS - this includes circumstances where PDMS is used to support UK Sport-funded athletes in collaboration with a National Governing Body it acts as an independent data controller. When PDMS is used by a Nominating Body under a licence, the UK Sports Institute acts only as a data processor and will process Personal Data strictly in accordance with the written instructions of the relevant Nominating Body.
- 3.2 PDMS may only be accessed in accordance with set permissions which are based on the PDMS User's role and the purposes for which they require access. You must only access PDMS in accordance with the permissions provided to you. You agree that you will contact the UK Sports Institute immediately when you change your role or leave an NGB or Nominating Body in order that the UK Sports Institute may update access permissions.
- 3.4 You must not knowingly allow any other person to access PDMS using your permissions settings. If another person requires access to PDMS that person must contact pdoperations@uksportsinstitute.co.uk for authorisation.
- 3.5 You must keep confidential all data accessed by you on PDMS and must only access and use such data for the purposes of your role and for no other purpose. You must not access any data which you do not require for the purpose of your role.
- 3.6 You must take all reasonable steps to keep the Personal Data held on PDMS secure and confidential and must notify UK Sports Institute immediately on dataprotection@uksportsinstitute.co.uk if you suspect there may have been any unauthorised access, accidental loss or destruction to such Personal Data. You may be required to provide full details and assistance as the performance data team may request to investigate the matter further.
- 3.7 You must ensure that any device used to access PDMS is encrypted, protected by a secure authentication method, and kept up to date with security patches. You must not download, screenshot, photograph or otherwise extract data from PDMS unless expressly authorised to do so. You must not upload PDMS data to any third-party applications, including artificial intelligence tools, cloud storage providers or note-taking software, unless explicitly authorised by the UK Sports Institute.
- 3.8 PDMS may use artificial intelligence (AI) tools to support the recording, transcription and analysis of information. These tools operate under the control of authorised personnel and do not make automated decisions about individuals. All AI-generated outputs are subject to human review. You must not use any external AI tools to process or analyse PDMS data without the prior written approval of the UK Sports Institute.

4. Standards of Record Keeping and Acceptable Use

- 4.1 All PDMS records added or amended by you within PDMS must comply with the rules and regulations of your professional regulatory body.
- 4.2 The UK Sports Institute maintains comprehensive activity logs relating to PDMS use, including access, viewing, editing and deletion of data. These logs may be used for the purposes of security, quality assurance, compliance monitoring, investigating concerns or technical issues, or for legal or regulatory purposes. You acknowledge that your use of PDMS is subject to such monitoring.
- 4.3 You will not intentionally upload any files that could corrupt or otherwise damage PDMS.

- 4.4 You must not upload any Special Category Data to PDMS unless such information is required for legitimate performance or medical purposes and is within the scope of your role. You must not upload Special Category Data unrelated to an athlete's performance or medical needs.

5. Access

- 5.1 You agree that the UK Sports Institute has the right to suspend your access to PDMS at any time to carry out any maintenance or development work.
- 5.2 You agree that access to PDMS is for a limited time period as defined by the needs of your role. You agree to stop accessing and using the service should these needs no longer apply.
- 5.3 You agree that the UK Sports Institute has the right at its sole discretion to deny access to the PDMS to any user who fails to fully comply with these terms.

6. Secured Access

- 6.1 Multi-factor authentication (MFA) is mandatory for all PDMS Users and is enforced by the system. You must not share MFA passcodes or authentication prompts with any other individual. Where PDMS Apps support biometric authentication (such as device passkeys or facial recognition), you must ensure that only you are enrolled on the device's biometric settings.
- 6.2 You have a unique personal password and username to enable you to access and use PDMS and that this password and username combination is for your exclusive personal use of the PDMS and must not be provided to a third-party individual or organisation.
- 6.3 You agree that you are responsible for the confidentiality of MFA passcodes, authentication prompts, username and password, for all uses of them and all documents placed on the PDMS through such use.
- 6.4 The UK Sports Institute may, from time to time, make available apps from which certain PDMS services may be available on devices ("PDMS Apps"). Such PDMS Apps should only be downloaded to, and accessed through, a device which is properly secured by a password, passcode or other secure user authentication process. This may include the use of secure biometric authentication (such as passkeys) where supported by your device. It is your responsibility to ensure the PDMS App cannot be accessed on your device by any third party.
- 6.5 You agree to exit PDMS in a secure manner when you have finished your user session and not leave it logged on or available for others to use.
- 6.6 You agree that your right to access the PDMS or a PDMS App is not transferable to any third party and you will be liable for any inappropriate use of (i) the PDMS by any third party using your password and username or (ii) PDMS Apps by any third party using the device upon which you have downloaded the PDMS App.
- 6.7 If you suspect that a third party may have used PDMS using your password or username or have accessed a PDMS App, you should contact pdoperations@uksportsinstitute.co.uk immediately and the UK Sports Institute shall take appropriate action which may include suspension of your user account.

7. Miscellaneous

- 7.1 PDMS is provided on an “as is” and “as available” basis. While the UK Sports Institute takes reasonable steps to maintain the availability and security of PDMS, we do not guarantee uninterrupted access. To the fullest extent permitted by law, the UK Sports Institute shall not be liable for any loss or damage arising from your use of PDMS, except where such loss arises from our negligence or wilful misconduct.
- 7.2 These Terms supersede and replace any other terms between the UK Sports Institute and you regarding acceptable use in respect of PDMS.
- 7.3 The UK Sports Institute may revise these terms from time to time, the most current version will always be accessible on PDMS. If the revision, in the UK Sports Institute’s sole discretion, is material the UK Sports Institute will notify you via an e-mail to the email associated with your account. By continuing to access or use the PDMS after those revisions become effective, you agree to be bound by the revised terms.
- 7.4 These terms shall be governed by and construed in accordance with the law of England and Wales.

PDMS User Privacy Notice

In some circumstances the UK Sports Institute acts as a data controller (for example, where PDMS is used to support UK Sport-funded athletes in collaboration with a National Governing Body). In other circumstances, we act as a data processor on behalf of a Nominating Body. Where we act as a processor, we will only process your personal data in accordance with the instructions of that organisation. This Privacy Notice applies only to the processing for which the UK Sports Institute is acting as a data controller.

A separate privacy notice is available to PDMS Users who are athletes receiving services from UK Sports Institute. <https://uksportsinstitute.co.uk/athlete-privacy-notice/>

What personal data is processed about you

PDMS is used by a range of authorised individuals involved in supporting athletes or operating within a sporting environment. This includes practitioners, medical staff, administrators, coaches, officials, contractors and other accredited personnel who require access to PDMS as part of their role. At major events, such as the Olympic or Paralympic Games or other international competitions, accredited medical staff may also record medical information relating to any individual who receives treatment, including staff members.

Regardless of role within an organisation, the UK Sports Institute may process the following categories of personal data about PDMS Users:

Identity Data *e.g. name, username, title.*

Contact Data *e.g. email address, telephone number.*

Technical Data *e.g. login information, IP address, browser type, device information.*

Location and Chronological Data *e.g. date, time and location of PDMS entries, access logs.*

Usage Data *e.g. information about how you access and use PDMS.*

Professional Opinions *e.g. assessments, observations or comments entered into PDMS as part of your professional role.*

Special Category Data *This may include health or medical information where you receive medical treatment recorded on PDMS (for example at Games-time or during overseas events), or where such data is entered as part of your role. Where Special Category Data is processed about PDMS Users (for example, information related to sickness, injury or wellbeing entered by a practitioner, or information disclosed during PDMS interactions), this will be processed only where strictly necessary and in accordance with the lawful bases set out in this Notice*

How is your personal data collected?

We collect personal data about you in a number of ways:

1. **Directly from you** - for example, when you provide your identity or contact details, complete forms, or enter information into PDMS.
2. **From other authorised personnel** – such as practitioners, medical staff, administrators or other accredited individuals who may enter information relating to you as part of their role. This may include recording medical information if you receive treatment at training camps, competitions or major events.
3. **Automatically when you use PDMS** – including technical information, login activity, location and chronological data generated by your interactions with the system.

These methods of collection apply to all PDMS Users, regardless of their organisation, or role at the time the data is recorded.

Informing UK Sports Institute of Changes

It is important that the personal data we hold about you is accurate and current. Please keep us informed if any of your personal data changes by contacting pdoperations@uksportsinstitute.co.uk with any changes.

How will we use your data?

We use your personal data for the following purposes:

- **To create and manage your PDMS account**, including verifying your identity and providing appropriate access permissions.
Lawful basis: performance of a contract; legitimate interests in ensuring only authorised users access PDMS.
- **To administer, operate and secure PDMS**, including system maintenance, troubleshooting, monitoring access, audit logging and ensuring data security.
Lawful basis: legitimate interests in maintaining a secure and effective system; compliance with legal obligations.
- **To enable practitioners and authorised personnel to record, review or update information within PDMS**, including performance, medical or operational data created as part of their role.
Lawful basis: legitimate interests; where Special Category Data is processed, the relevant Article 9 conditions (such as provision of health or social care, or employment-related obligations) apply.
- **To support quality assurance, service improvement, incident investigation and compliance monitoring**, including reviewing how PDMS is used and ensuring records are complete and accurate.
Lawful basis: legitimate interests; compliance with legal obligations.
- **Where required, to record or process medical information relating to treatment you receive**, including at competitions, training camps or major events.
Lawful basis: provision of health or social care; substantial public interest.

- **To communicate with you**, for example to notify you about system updates, changes to these terms, or requests for feedback.
Lawful basis: performance of a contract; legitimate interests.

We will only use your personal data for the purposes for which it was collected, unless we reasonably consider that we need to use it for a compatible purpose. If we need to use your personal data for an unrelated purpose, we will notify you and explain the lawful basis that permits us to do so.

Recipients of your Personal Data

We will share your personal data for the purposes set out above with carefully selected external IT service providers who assist us with the administration, management and support of the PDMS 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 encryption, password policy and multi-factor authentication, and strict user administration control paired with comprehensive permissions management processes.

All PDMS data is hosted and processed within UK based data centres. PDMS Users may access the system from overseas locations (for example at competitions or training camps), but such access does not involve transferring the hosting or storage of data outside the UK. Note that access to PDMS may be restricted in some countries due to cyber security considerations.

Although we have implemented appropriate technical and organisational measures to protect personal data held on PDMS, no system can completely eliminate the risk of a data breach. If a breach does occur, we will follow our established procedures to investigate the incident and assess its impact. Where required, we will notify you of the breach and provide details of the steps being taken to address, remedy or mitigate it.

Use of Artificial Intelligence (AI)

PDMS may use artificial intelligence (AI) tools to support the efficient and accurate recording, transcription and analysis of information. This may include AI-assisted services to support practitioners in entering or structuring clinical or performance information. AI tools may also be used to analyse data within PDMS to support system functionality, quality assurance and service improvement.

These tools do not make decisions about you. Any information generated through AI is reviewed, validated and used by authorised personnel, and AI outputs are not used to make automated decisions that produce legal or significant effects. All AI processing is carried out in

accordance with data protection law, and any AI tools are required to meet UKSI's standards for confidentiality, security and data protection.

Cookies

PDMS uses a small number of cookies that are necessary for the secure and effective operation of the system. An essential authentication cookie is created when you log in, which allows PDMS to recognise your device for the duration of your session. PDMS also uses performance cookies to help us understand how the system is accessed and used, so that we can monitor and improve its performance. These cookies do not identify you directly and cannot be used for marketing purposes. You can manage or disable cookies through your browser settings, although doing so may affect your ability to use PDMS.

Data Retention

We retain PDMS User Personal Data for the duration of your access to PDMS and for a period of up to 20 years after your account is closed, unless a longer period is required by law or necessary for the establishment, exercise or defence of legal claims. Audit logs relating to PDMS access and usage are retained for 20 years. Athlete data held on PDMS will be retained in accordance with the UKSI's Athlete Privacy Notice or, the instructions of the Nominating Body.

Your Legal Rights

You have a number of rights under data protection law in relation to your personal data. These include the right to:

- **Be informed** about how your personal data is used.
- **Request access** to the personal data we hold about you.
- **Request correction** of any inaccurate or incomplete information.
- **Request erasure** of your personal data where there is no lawful reason for us to continue processing it.
- **Request restriction** of the processing of your personal data in certain circumstances.
- **Request the transfer** of your personal data to you or to another organisation, where the law permits this.
- **Object to certain types of processing**, including processing based on our legitimate interests or processing for statistical or research purposes.
- **Withdraw your consent** at any time, where we rely on consent as the lawful basis for processing.

If you wish to exercise any of these rights, please contact the UK Sports Institute at dataprotection@uksportsinstitute.co.uk. You also have the right to raise concerns with the Information Commissioner's Office if you are unhappy with how your personal data has been handled.

Changes to our Privacy Notice

We may update this privacy notice from time to time. The latest version will always be available on PDMS. If we make any significant changes, we will let you know.