



DATA SHARING AGREEMENT

CHILD WELLBEING AND PROTECTION IN SCOTTISH FOOTBALL

Between:

- (1) **THE EAST OF SCOTLAND FOOTBALL LEAGUE**, an unincorporated association in Scotland and having its principal office at 23/5 South Elixia Place, Edinburgh, EH8 7PG (the East of Scotland Football League); and
- (2) Tweedmouth Rangers FC a registered charity/unincorporated association in Scotland and having its principal office at 13 Sandgate, Berwick upon Tweed, TD15 1EP (the **“Entity”**);

(together the **“Parties”**).

1 BACKGROUND AND PURPOSE

1.1 This Agreement has been designed and informed in line with the Data Sharing Code of Practice as created by the Information Commissioner’s Office (ICO). The primary purpose of the Agreement is to allow the East of Scotland Football League to exchange personal data of: (i) certain adults and/or (ii) young people, with the Entity, and vice versa. This is to ensure the protection of young people involved in football. The sharing will be considered by the Parties on a case-by-case basis in accordance with this Agreement and the training and procedures indicated by the East of Scotland Football League.

1.2 For the purposes of this Agreement:

“adult” means an individual over 16 years of age involved in Regulated Work with young people, or an individual under the age of 16 years but who is in Regulated Work for a Party or parties;

“Agreement” means this data sharing agreement together with the recitals and the Schedule;

“CWPO” means the Child Wellbeing and Protection Officer of the Entity;

“Data Protection Legislation”

means all laws in any relevant jurisdiction that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, without limitation, the Data Protection Act 2018, the General Data Protection Regulation (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all applicable formal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of an appropriate regulatory authority, and the equivalent in any other relevant jurisdictions, all as amended or replaced from time to time;

“ICO”

means the Information Commissioner’s Office or any successor;

“League”

means a league of football clubs formed with the consent of the East of Scotland Football League, which for the purposes of this Agreement shall mean the East of Scotland Football League (as the context so requires);

“Member”

means a full member of the East of Scotland Football League as specified in the East of Scotland Football League’s articles of association from time to time;

“Named Contact”

the individual(s) nominated and authorised by the East of Scotland Football League or Entity to be responsible for the operation of this Agreement; for the East of Scotland Football League being an individual member of the Wellbeing and Protection Department of the East of Scotland Football League; for the Entity being the individuals specified by Clause 2.2;

“Regulated Work”

means the definition as stated within the Protection of Vulnerable Groups (Scotland) Act 2007, Section 91, Schedule 2 (as amended from time to time);

“Schedule”

means the Schedule in four (4) parts attached and signed as relative hereto; and

“young person or people”

means an individual, or individuals, under the age of 18 years old.

1.3 This Agreement shall commence on the last date of signature and shall continue until either Party serves one month written notice to the other Party.

- 1.4 Subject to the terms of this Agreement, the Entity agrees that on becoming aware of information or details of a young person or people who is/are in need of protection within association football in Scotland, it will share certain personal data with the East of Scotland Football League (in its capacity as governing body of the Entity). This will be in either or both the circumstances where: (i) a young person is identified as in need of protection; or (ii) where the conduct of an adult has caused, or is likely to cause harm to a young person or people.
- 1.5 Subject to the terms of this Agreement, the East of Scotland Football League agrees to share certain personal data with the Entity on becoming aware of information or details if: (i) the East of Scotland Football League has information or details of a young person in need of protection where they are involved with Entity; or (ii) details of an adult in Regulated Work who has caused, or is likely to cause harm, to a young person.
- 1.6 The information about young people shall be shared in the following circumstances:-
- 1.6.1 by the East of Scotland Football League to the Entity because: the details of the young person's situation being shared will help protect or safeguard the safety of the young person when they are involved with the Entity;
- 1.6.2 by the Entity to the East of Scotland Football League because: the details of the young person's situation being shared will help protect or safeguard the safety of the young person when they are involved with the East of Scotland Football League or one of its Members; and
- 1.6.3 by the East of Scotland Football League to a relevant Member because: the details of the young person's situation being shared will help protect or safeguard the safety of the young person when they are involved with the East of Scotland Football League or relevant Member.
- 1.7 The information about adults shall be shared in the following circumstances:-
- 1.7.1 by the East of Scotland Football League to the Entity because: the adult is, or will be, in Regulated Work with the Entity and disclosure may help to prevent the adult from causing any further harm or risk of harm to young people;
- 1.7.2 by the Entity to the East of Scotland Football League because: the adult is, or will be, in Regulated Work with the East of Scotland Football League or one of its Members and disclosure may help to prevent the adult from causing any further harm or risk of harm to young people; and
- 1.7.3 by the East of Scotland Football League to a relevant Member because: the adult, previously was in Regulated Work with the Entity and is presently in Regulated Work with a relevant Member and disclosure may help to prevent the adult from causing any further harm or risk of harm to young people.

2 DATA TO BE SHARED AND PROCEDURE

- 2.1 The data to be shared may comprise personal data (such as name and age) and sensitive personal data (such as details of harm or abuse experienced by young people or perpetrated by adults). The Parties acknowledge and agree that: (a) they will try to anonymise any data shared, as appropriate and as far as possible; and (b) data shared will be strictly limited to only data required for the purpose of sharing. The Parties will use appropriate technical and organisational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data.
- 2.2 The data will only be shared between the Named Contact of the East of Scotland Football League and the CWPO or in his/her absence the Secretary of the Entity: (together the “**Contacts**”).
- 2.3 Before any Party shares any personal data with the other Party, it shall ensure that it has the relevant basis to share the data (as set out in Clause 3). Strictly if permitted, sharing between the Contacts should occur over a telephone call with the relevant disclosing Contact then emailing a copy of the Concern Recording Form (as at the date of signature hereof the up to date template is as attached as Part 3 of the Schedule) to the receiving Contact via a secure email facility (where available). This ensures that each organisation with necessary involvement has a consistent record of the information.
- 2.4 If one Party shares data with another Party it shall record its data sharing decision and: (i) what information was shared and for what purpose; (ii) who it was shared with; (iii) when it was shared; (iv) the justification for sharing; and (v) whether the information was shared with or without consent (the “**Decision Form**”) (as at the date of signature hereof the up to date template is as attached as Part 4 of the Schedule).
- 2.5 The Concern Recording Form and the Decision Form should not be printed but stored within a confidential electronic file that has limited access for the relevant Contacts of each Party.
- 2.6 The Concern Recording Form and Decision Form with information in relation to a young person and/or adult will not be retained any longer than is necessary to achieve the purposes of this Agreement. Notwithstanding the foregoing, the Parties agree that the Concern Recording Form and Decision Form with information relating to a young person shall be retained until the young person is no longer involved within association football in Scotland or they become 18 years old. The Concern Recording Form and Decision Form with information in relation to an adult’s conduct will be retained until the organisation is informed that the individual has been listed under the Protection of Vulnerable Groups (Scotland) Act 2007 or relevant disciplinary action has been taken. Without prejudice to the foregoing, if the outcome is that the adult is found not to have harmed a young person or placed a young person at risk of harm, the

Concern Recording Form will be retained by each Party strictly in accordance with that Party's own retention schedule pursuant to the Data Protection Legislation.

- 2.7 Each Party shall ensure once the retention period(s), referred to in Clause 2.6 above, expire(s) that such data (including any copies thereof) shall be deleted in a secure manner; and once completed, shall confirm to the other Party's Named Contact that this has been done.
- 2.8 Neither Party shall disclose any data received from the other Party under or in relation to this Agreement to a third party, unless required to do so in accordance with law or, in the case of the East of Scotland Football League, in accordance with a Data Sharing Agreement with another Member.
- 2.9 The East of Scotland Football League reserves the right to amend the Concern Recording Form and/or Decision Form templates from time to time, and shall provide to the Entity such updated templates of the Concern Recording Form(s) and/or Decision Form(s) accordingly.

3 **BASIS FOR SHARING – YOUNG PEOPLE**

- 3.1 The Parties shall issue a consent form to all young people (in the form as at Schedule Part 2) confirming that for child protection matters their information may be shared (the “**Consent Form**”). If the young person and/or parent/carer (as required by the Consent Form) grants consent, this meets the requirement under Data Protection Legislation. In order to process personal or sensitive personal data the data controller must be able to rely on a processing ground defined under Data Protection Legislation.
- 3.2 If the young person and/or parent/carer does not provide consent, or later revokes that consent (whether orally or in writing), each Party will need to assess whether it has legitimate grounds to share any further information which may include where sharing is justified for the purposes of the “vital interests” of the young person. The Parties acknowledge and agree that this test will only be met in limited circumstances (where there is a genuine concern as to the safety of a young person). This decision making process should be recorded in writing.
- 3.3 In all cases, each Party will ensure (as far as is possible and only when safe for the young person to do so) that they notify a young person and/or their parent/carer that they intend to share the data with the other Party or in the case of the East of Scotland Football League sharing the data with a Member (pursuant to Clause 1.7.3) and for what purposes.

4 **BASIS FOR SHARING – ADULTS**

- 4.1 The Parties shall issue a form to all adults, a version of which is at the Schedule Part 1 confirming that for child protection matters their information may be

shared (the **“Fair Processing Notice Form”**) (in the form as at Schedule Part 1). This meets the notice requirement under Data Protection Legislation that data subjects are informed of how their personal information will be used. The Fair Processing Notice Form must be signed and dated by the adult. The Parties will have responsibility to implement the process to ensure each adult in Regulated Work signs the Fair Processing Notice Form as soon as reasonably practicable following signature of this Agreement for those currently in the role following commencement of this Agreement or for every new person appointed following commencement of this Agreement prior to commencing the Regulated Work.

- 4.2 When sharing information about an adult, the Parties acknowledge and agree that they can only do so to the extent that this is required to protect the “vital interests” of young people. The Parties acknowledge and agree that this test will only be met in limited circumstances (where there is a genuine concern as to the harm or risk of harm to a young person/people).

5. SUBJECT ACCESS REQUESTS

- 5.1 In accordance with Data Protection Legislation, the Parties acknowledge that they may receive a data subject access request (**“DSAR”**) from a young person and/or parent/carer and/or an adult. The Party receiving the DSAR will take responsibility for the DSAR and will discuss this with its legal adviser and the other Party before releasing any information. The Parties acknowledge and agree that they must comply with Data Protection Legislation in considering and responding to DSARs.

6. ADDITIONAL POINTS

- 6.1 Subject to Clause 1.3, this Agreement will be reviewed every two years or sooner if other child wellbeing and protection documents are being updated due to changes in legislation or in response to a review of policies and procedures. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties.
- 6.2 Should the Entity fail to comply with this Agreement, this will be referred to the Scottish Football Association Compliance Officer for consideration in relation to Article 5.1(b) under the Board Directive that was issued for Child Wellbeing and Protection practice.
- 6.3 The Parties shall comply with Data Protection Legislation when processing data under or in relation to this Agreement.
- 6.4 This Agreement and any dispute arising out of or in connection with this Agreement (including non-contractual disputes or claims) shall be governed by, and interpreted in accordance with, the law of Scotland. The parties irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any

dispute or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages together with the schedule in 4 parts annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of
the said THE EAST OF SCOTLAND
FOOTBALL LEAGUE
at Edinburgh

on

by

Print Full Name

Board Member/Authorised Signatory

before this witness

Print Full Name

Witness Signature

Address

25/3 South Elixia Place
Edinburgh
EH8 7PG

SUBSCRIBED for and on behalf of
the said Tweedmouth Rangers FC
at EDINBURGH

on 4th April 2020

By

Kevin Dixon

Before this witness Claire Marr

Witness Signature

Claire Marr

109 Highcliffe, Spittal, Berwick upon
Tweed, TD15 2JJ

**SCHEDULE PART 1
TEMPLATE FAIR PROCESSING NOTICE**

FAIR PROCESSING NOTICE FORM

The Data Protection Act 2018 and the General Data Protection Regulation require that I am informed about how my personal information will be used. For the purposes of the protection of children and young people, the Scottish Football Association Ltd **OR** the East of Scotland Football League may share information about me with the East of Scotland Football League, where the East of Scotland Football League has been alerted to circumstances that might affect my status as a member of the PVG scheme for regulated work with children or my suitability to carry out the regulated work role for which I have been appointed or am already doing. I have been advised that, in the event such sharing is deemed necessary it will be carried out by a member of the Scottish Football Association Wellbeing and Protection Department **OR** the Child Wellbeing and Protection Officer at the East of Scotland Football League for the purpose of keeping children and young people safe in Scottish football.

Name	
Date	
Signature	<p>I confirm that I have been advised and I understand that if:</p> <ul style="list-style-type: none"> • my status as a member of the PVG Scheme for regulated work with children changes; or • my suitability to carry out the regulated work for which I have been appointed or am doing changes. <p>A member of the Scottish Football Association Wellbeing and Protection Department OR the Child Wellbeing and Protection Officer at the East of Scotland Football League may share information about me with the East of Scotland Football League as governing body as is necessary for the purpose of keeping children and young people safe in Scottish football.</p> <p>I understand that the impact of sharing this information may be that I am removed from any positions of regulated work with children within Scottish football until the outcome of legal and/or disciplinary proceedings.</p> <p>.....</p>

**SCHEDULE PART 2
TEMPLATE CONSENT FORMS**

CONSENT FORM – U13 PLAYERS

This form should be completed by the child's parent/carer. Please complete this form at the start of every season and let us know as soon as possible if any of the details changes. All information will be treated with sensitivity, respect and will only be shared with those who need to know.

Child's Name:	Date of Birth:
Address:	
Post Code:	Tel No:

A. GENERAL & MEDICAL INFORMATION

Name of GP:	
Address:	
Post Code:	Tel No:

Please complete the following details.

1. Does the child have a disability that will affect their ability to take part in football? Yes/No*

If yes, please give details: _____

2. Does the child a medical condition that will affect their ability to take part in football?

Yes/No*

If yes, please give details:

3. Does the child take any medication?

Yes/No*

If yes, please give details:

4. Does the child have any existing injuries?

Yes/No*

If yes, please give details and include when injury sustained and treatment received:

5. Does the child have any allergies, including allergies to medication?

Yes/No*

If yes, please give details:

6. Is there any other relevant information which you would like us to know about the child (e.g. access rights, disabilities, etc)

B. U18'S NAMED PERSON

Children and young people from birth to 18 and their parents will have access to a Named Person to help them get the support they need. A Named Person will normally be the health visitor for a pre-school child and a promoted teacher – such as a head teacher or guidance teacher – for a school age child.

Child's Named Person:	Tel No:
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C. TRANSPORTATION OF CHILDREN

The East of Scotland Football League will ask any person using a private vehicle to declare that they are properly licensed and insured and in the case of a person who cannot so declare they will not permit that individual to transport children and young people.

D. PHOTOGRAPHS AND PUBLICATIONS (INCLUDING WEBSITE)

The child may be photographed or filmed when participating in football and this may be published.

E. CONTACT INFORMATION

The East of Scotland Football League may contact the child from time to time via email, text or a social networking site.

F. PARENT/CARER CONSENT – SIGNATURE

I consent / I do not consent* to the child receiving medical treatment, including anaesthetic, which the medical professionals present consider necessary.

I consent / I do not consent* to the East of Scotland Football League sharing information with the child's Named Person as deemed appropriate if the child's wellbeing is impacted.

I consent / I do not consent* to the child being transported by persons representing the East of Scotland Football League for the purposes of taking part in football.

I consent / I do not consent* to the child being involved in photographing / filming and for information about my child to be used for the purposes stated in the East of Scotland Football League's Safe Use of Images of U18 Players.

I consent / I do not consent* to the child being contacted via email, text or social networking site for the purposes stated in the East of Scotland Football League's Safeguards.

I do / do not* wish to be copied in to these messages.

- i) *I am aware of the East of Scotland Football League's Code of Conduct for Safeguarding Children's Wellbeing and its Policies and Procedures in Child Wellbeing and Protection.*
- ii) *I undertake to inform the East of Scotland Football League should any of the information contained in this form change.*

Parent / Carer's Signature: _____ Date: _____

(Please state relationship to child if not parent): _____

Print Name: _____ Email: _____

*(delete as appropriate)

Emergency Contact Name:	
Relationship to Child:	Tel No:

Late Collection Contact:	
Relationship to Child:	Tel No:

CONSENT FORM – Players between 13 and 18

This form should be completed by the young person supported by their parent/carer, where appropriate. Please complete this form at the start of every season and let us know as soon as possible if any of the details changes. All information will be treated with sensitivity, respect and will only be shared with those who need to know.

Young Person's Name:	Date of Birth:
Address:	
Post Code:	Tel No:

A. GENERAL & MEDICAL INFORMATION

Name of GP:	
Address:	
Post Code:	Tel No:

Please complete the following details. Please circle either Yes or No.

1. Do you have a disability that will affect your ability to take part in football?

Yes/No

If yes, please give details: _____

2. Do you have a medical condition that will affect your ability to take part in football?

Yes/No*

If yes, please give details:

3. Do you take any medication?

Yes/No

If yes, please give details: _____

4. Do you have any existing injuries?

Yes/No

If yes, please give details and include when injury sustained and treatment received:

5. Do you have any allergies, including allergies to medication?

Yes/No

If yes, please give details: _____

6. Is there any other relevant information which you would like us to know? (E.g. access rights, disabilities, etc) _____

B. SHARING INFORMATION WITH U18'S NAMED PERSON

Children and young people from birth to 18 and their parents will have access to a Named Person to help them get the support they need. A Named Person will normally be the health visitor for a pre-school child and a promoted teacher – such as a head teacher or guidance teacher – for a school age child.

U18s Named Person:	Tel No:
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C. TRANSPORTATION OF CHILDREN

The East of Scotland Football League will ask any person using a private vehicle to declare that they are properly licensed and insured and in the case of a person who cannot so declare they will not permit that individual to transport children and young people.

D. PHOTOGRAPHS AND PUBLICATIONS (INCLUDING WEBSITE)

You may be photographed or filmed when participating in football and this may be published.

E. CONTACT INFORMATION

The East of Scotland Football League may contact you from time to time via email, text or social networking site.

F. CONSENT – U18 PLAYER (Please circle either ‘I consent’ or ‘I do not consent’)

I consent / I do not consent* to the receiving medical treatment, including anaesthetic, which the medical professionals present consider necessary.

I consent / I do not consent* to the East of Scotland Football League sharing information with my Named Person as deemed appropriate if my wellbeing is impacted.

I consent / I do not consent to being transported by persons representing the East of Scotland Football League for the purposes of taking part in football.

I consent / I do not consent to my image being taken and used appropriately.

I consent / I do not consent to being contacted via email, text or social networking site for the purposes stated in the East of Scotland Football League’s Safeguards.

iii) I undertake to inform the East of Scotland Football League should any of the information contained in this form change.

U18’s Signature: _____ Date: _____

U18s Email: _____ Mob No: _____

G. PARENT/CARER CONSENT – SIGNATURE

I consent / I do not consent* to the young person receiving medical treatment, including anaesthetic, which the medical professionals present consider necessary.

I consent / I do not consent* to the East of Scotland Football League sharing information with the young person's Named Person as deemed appropriate the young person's wellbeing is impacted.

I consent / I do not consent* to the young person being transported by persons representing the East of Scotland Football League for the purposes of taking part in football.

I consent / I do not consent* to the young person being involved in photographing / filming and for information about the young person to be used for the purposes stated in the East of Scotland Football League's Use of Images of U18 Players.

I consent / I do not consent* to the young person being contacted via email, text or social networking site for the purposes stated in the East of Scotland Football League's Safeguards.

I do / do not* wish to be copied in to these messages.

- iv) *I am aware of the East of Scotland Football League's Code of Conduct for Safeguarding Children's Wellbeing and its Policies and Procedures in Child Wellbeing and Protection.*
- v) *I undertake to inform the East of Scotland Football League should any of the information contained in this form change.*

Parent / Carer's Signature: _____ Date: _____

(Please state relationship to young person): _____

Print Name: _____

Email: _____

Emergency Contact Name:	
Relationship to Young Person:	Tel No:

Late Collection Contact:	
Relationship to Young Person:	Tel No:

**SCHEDULE PART 3
TEMPLATE CONCERN RECORDING FORM**

CONCERN RECORDING FORM

This form must be completed as soon as possible after receiving information that causes a concern. Contact Lesley Birrell, Child Wellbeing and Protection Officer on 07724 091 906 to report the concern as soon as possible. Do not delay by attempting to obtain information to complete all sections of the Concern Recording Form. [Please do not keep any printed or written versions of this form.] It is important to maintain confidentiality to delete or shred as soon as the information has been passed on.

Complete Part A where the concern relates to the wellbeing of a child and/or Part B where the concern relates to the conduct of an adult towards a child. In all cases, complete Part C to provide your contact information.

PART A – WHERE THERE ARE CONCERNS ABOUT THE WELLBEING OF A CHILD

(SAFE, HEALTHY, ACTIVE, NURTURED, ACHIEVING, RESPECTED, RESPONSIBLE, INCLUDED)

1. Child's Details

Name:	Date of Birth:
Address:	Tel No:
Post Code:	
Child's Named Person:	Named Person Tel No:
Preferred Language:	Is an interpreter required? YES / NO
Any Additional Needs?	

2. Details of situation giving rise to Concerns

(including date, time, location, nature of concern, who, what, where, when, why)

3. Details of any witnesses/other people involved

(including names, addresses and telephone contacts)

4. Details of any injuries

(including all injuries sustained, location of injury and action taken)

5. Child's views on situation (if expressed). Where possible, please use the child's own words.**PART B – WHERE THERE ARE CONCERNS ABOUT THE CONDUCT OF AN ADULT****6. Details of adult where there are concerns about their conduct**

Name:	Tel No:
Address:	Relationship to Child:
Post Code:	

7. Details of concerns

(including date, time, location, nature of concern, who, what, where, when, why, continue on a separate sheet if necessary)

8. Details of any action taken**9. Details of agencies contacted**

(including date, time, name of person contacted and advice received)

10. Have the child's parents/carers been informed? YES / NO (delete as appropriate)

If yes, record details / If no, please state why not

PART C – YOUR CONTACT INFORMATION

11. Details of Person Recording Concerns

Name:	Tel No:
Address: Post Code:	Position/Role:

Signed: _____

Date: _____

SCHEDULE PART 4
TEMPLATE DECISION FORM

DECISION FORM

This form must be completed as soon as a decision has been reached to share data to ensure accurate recording of the following details:

(i) What information was shared and for what purpose?

(ii) Who it was shared with?

Name: _____

Role: _____

(iii) When it was shared?

Phone call

Date: _____

Time: _____

Email with Concern Recording Form

Date: _____

Time: _____

(iv) What was the justification for sharing?

(v) Was information shared with or without consent?

Young Person [U18 Player] Yes / No*

Adult Yes / No*

**(delete as appropriate)*