

DATA PROCESSING AGREEMENT

1. Parties to the Agreement

The Controller: British Wheelchair Basketball, SportPark, 3 Oakwood Drive, Loughborough, LE11 3QF (BWB)

The Processor: **Club Administrators (Identified as Club Admin on Playwaze Platform) and Community Administrators (Identified as Admins on Playwaze Platform)**

2. Scope and Roles

- 2.1 This agreement applies to the processing of Personal Data, within the scope of the GDPR, by the Processor on behalf of the Controller.
- 2.2 For purposes of this agreement, **BWB** and **Club and Community Administrators** agree that **BWB** is the Controller of the Personal Data and **Club and Community Administrators** are the Processors of such data.
- 2.3 These Terms do not apply where **Club and Community Administrators** is a Controller of Personal Data.

3. Definitions

3.1 For the purposes of this Agreement, the following definitions shall apply:

Agreement	This data processing agreement
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
Personal Data	means that data, meeting the definition of “personal data” as defined in Article 4 of the GDPR, that is provided by BWB to Club and Community Administrators in order to perform the processing as defined in Schedule 1 of this Agreement.
Sub-Processor	means a natural or legal person, public authority, agency or body other than the data subject, Controller and Processor who, under the direct authority of the Processor, are authorised to process Personal Data for which BWB is the Controller
Confidential	In this agreement, ‘Confidential Information’ means refers to British Wheelchair Basketball digital system users. This information is acquired through the BWB digital portal and shared with Processors (Club Administrators) to enable the running of the sport.
Agreement	Refers to the Data Processing Agreement, which is subject to update and review by British Wheelchair Basketball.

Terms used but not defined in this Data Processing Agreement (e.g., “processing”, “controller”, “processor”, “data subject”) shall have the same meaning as in Article 4 of the GDPR.

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4. The Processing

4.1 Confidential Personal Data held within the BWB/Playwaze Digital System will be processed in accordance with British Wheelchair Basketball's Privacy Notice and Terms of Use.

4.2 Processors shall treat all information as confidential and will not remove, download or duplicate any personal data within the British Wheelchair Basketball digital system other than what is deemed as a necessary function to enable competition and game day management.

4.3 Processors shall not update or amend any individuals' personal data held within the British Wheelchair Basketball/Playwaze Digital System.

5. Obligations and rights of the controller

5.1 Taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Controller shall implement appropriate technical and organisational measures to ensure and to be able to demonstrate that Processing is performed in accordance with the GDPR. Those measures shall be reviewed and updated where necessary.

5.2 The Controller shall implement appropriate technical and organisational measures for ensuring that, by default, only Personal Data which are necessary for each specific purpose of the Processing are processed. That obligation applies to the amount of Personal Data collected, the extent of their Processing, the period of their storage and their accessibility. In particular, such measures shall ensure that by default Personal Data are not made accessible without the individual's intervention to an indefinite number of natural persons.

6. Obligations of the Processor

6.1 The Processor shall:

6.1.1 process the Personal Data to enable the running of the sport, as identified by British Wheelchair Basketball's Competition Regulations, and in compliance with British Wheelchair Basketball's Privacy Notice and Terms of Use.

6.1.2 ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

6.1.3 respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another Processor, namely that the Processor may not engage another Processor (Sub Processor) without the prior authorisation of the Controller. Those Sub-Processors that are authorised by the Controller at the date of this agreement are listed in Schedule 3. In cases where another Processor is engaged, the Sub-Processor must be subject to the same contractual terms as described in this Agreement;

6.1.5 when appointing another Processor (Club or Community Administrator) within a club or competition community, Processors must always guarantee that these individuals hold a current British Wheelchair Basketball membership and are directly involved in the running of the club for which they are being granted administration rights.

6.1.6 assist the Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;

6.1.7 assist the Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, relating to security of Processing, Personal Data Breaches and data protection impact assessments;

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6.1.8 make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller;

6.1.9 do not remove, download or duplicate any personal data within the British Wheelchair Basketball digital system other than what is deemed as a necessary function to enable competition and game day management.

6.1.10 to take all necessary actions to enable best practice security protocol when accessing the British Wheelchair Basketball digital system.

7. Duration and Applicable Law

7.1 This Agreement shall continue in effect for so long as the Processor is processing Personal Data on behalf of the Controller.

7.2 This Agreement shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

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