

INFORMATION SHARING AGREEMENT

Between

UK ANTI-DOPING LIMITED

And

NHS PROTECT

This Agreement is made on the of 2013

BETWEEN

(1) **United Kingdom Anti-Doping Limited** of Oceanic House, 1a Cockspur Street, London, SW1Y 5BG, United Kingdom; and

(2) **NHS Protect** of First Floor, Weston House, 246 High Holborn, London, WC1V 7EX

Being collectively “the Parties”

Purpose

1. The purpose of this Agreement is to:
 - set out the operational arrangements for the exchange of information between the Parties, and
 - set out the principles and commitments the Parties will adopt when they collect, store and disclose information about potential doping activities.

Information regarding potential doping activities is referred to as “Information” in this Agreement.

UK Anti-Doping

2. UK Anti-Doping is responsible for delivering the United Kingdom’s anti-doping programme, as well as helping to ensure Government meets its commitment under the UNESCO International Convention against Doping in Sport. UK Anti-Doping is a Signatory to the World Anti-Doping Code. UK Anti-Doping carries out testing across sports, and also undertakes intelligence management in relation to possible doping activity, as well as driving the results management and legal handling of breaches of the anti-doping rules on behalf of sports.

NHS Protect

3. NHS Protect leads on work to identify and tackle crime across the NHS. Its purpose is to safeguard NHS resources so that the NHS is better equipped to care for the nation’s health. NHS Protect leads work to protect NHS staff, patients and resources by providing support, guidance and direction to the NHS. This work enables effective prevention, detection and enforcement action to take place against criminals and criminal activity. NHS Protect also manages improved criminal intelligence and information flows across the health service.

Sharing Framework

4. The Parties agree and acknowledge that they will each collect and store Information.
5. NHS Protect agrees to share Information with UK Anti-Doping at their discretion in order to assist with their anti-doping work (for example to identify if athletes or athlete support personnel are using, administering, supplying or trafficking substances under the WADA Prohibited List).
6. When UK Anti-Doping discloses information to NHS Protect relating to the illegal prescribing, supplying, administering or disposing of NHS drugs within or for an NHS body, that information shall be disclosed for the purposes of the prevention and detection of crime, as set out in the NHS Business Services Authority Directions 2006 (as amended), which can be found at http://www.nhsbsa.nhs.uk/Documents/Sect_1_-_B1_-_Eng_Directions.pdf
7. Where UK Anti-Doping decides to share Information with NHS Protect, it will share that Information according to the Sharing Protocol described below.

8. Where NHS Protect decides to share Information with UK Anti-Doping, it may share the Information with UK Anti-Doping in any manner it considers appropriate, although UK Anti-Doping may from time to time make recommendations to NHS Protect as to the most practicable means by which NHS Protect may share Information with UK Anti-Doping.
9. In relation to the sharing of Information, each of UK Anti-Doping and NHS Protect shall take all measures necessary to ensure their respective compliance with all relevant legislation, including, but not limited to, regulations or restrictions regarding disclosure of information to third parties. Each party will be responsible for processing Information in accordance with all applicable data privacy and related regulations ("Data Protection Obligations"). In particular, Information held by either UK Anti-Doping or NHS Protect will not be kept for longer than provided for under the Data Protection Obligations, and will be destroyed in an appropriate manner conforming to the Data Protection Obligations when no longer required.
10. If the Parties wish to disclose documentation to each other electronically, it will be shared in a secure format.
11. The Information provided by NHS Protect to UK Anti-Doping shall be accessed by personnel within UK Anti-Doping. Both protectively marked hard-copy material and non-protectively marked material held by UK Anti-Doping will be stored securely.

UK Anti-Doping Sharing Protocol

12. Documentation will be disclosed to NHS Protect by UK Anti-Doping according to the Government Protective Marking Scheme ("GPMS"). In this regard, each document will be assigned a level of protection for its handling, processing, storage and movement. All documents with a protective marking will be marked at the top and bottom and page numbered, and they will have a distribution list. Further information regarding security marking can be found at <http://www.ukad.org.uk/pages/GPMS/>.
13. The levels of protection assigned by UK Anti-Doping to documents shall be as follows: "Not Protectively Marked"; or "Restricted".

Not Protectively Marked

- Any document that is marked "Not Protectively Marked" may be shared with third parties by NHS Protect at its discretion.

Restricted

Any document that is marked as "Restricted" has been assessed by UK Anti-Doping as being sensitive, in that disclosure to third parties would have one or more of the following adverse consequences:

- Adversely affect diplomatic relations;
- Cause substantial distress to individuals;
- Cause financial loss or loss of earning potential to, or facilitate improper gain or advantage for, individuals or companies;
- Prejudice the investigation or facilitate the commission of crime;
- Breach proper undertakings to maintain the confidence of information provided by third parties;
- Impede the effective development or operation of government policies; or
- Breach statutory restrictions on disclosure of information

14. NHS Protect agrees that, in relation to Information contained in any document received by it from UK Anti-Doping which is labelled as being "Restricted", that it will not –
 - a. communicate, or otherwise make available, the Information to any third party

- b. use the Information for any commercial, industrial or other purpose, or
- c. copy, adapt, or otherwise reproduce the Information

save as provided in this agreement.

15. Documentation marked as "Restricted" will be graded by UK Anti-Doping according to the use to which NHS Protect may put to that Documentation and/or the Information contained within that Documentation. This grading is explained below:

Restriction Grading	Permitted Use
Restricted 5	Documentation and/or Information may not be disclosed within NHS Protect beyond the recipient(s) of the Documentation and/or Information, nor to any third party.
Restricted 4	Documentation and/or Information may be disclosed within NHS Protect.
Restricted 3	Documentation and/or Information may be disclosed to non-EEA* law enforcement agencies, subject to any conditions or restrictions as advised by UK Anti-Doping.
Restricted 2	Documentation and/or Information may be disclosed to UK non-prosecuting parties, subject to any conditions or restrictions as advised by UK Anti-Doping.
Restricted 1	Documentation and/or Information may be disclosed to EEA* law enforcement agencies, and to Anti-Doping Organisations for the purposes of Anti-Doping Activities**, subject to any conditions or restrictions as advised by UK Anti-Doping.

- * the EEA is to be taken for the purposes of this Schedule as being the countries of the European Union, together with Iceland, Liechtenstein and Norway.
- ** as defined in the International Standard for the Protection of Privacy and Personal Information

Point of Contact

16. The parties agree to, when possible, share information using a single point of contact. The single point of contact for UK Anti-Doping will be the Intelligence Co-ordinator. The single point of contact for NHS Protect will be the NHS Protect Central Intelligence Lead.
17. NHS Protect will, wherever possible, send information to UK Anti-Doping to the e-mail address intelligence@ukad.org.uk. UK Anti-Doping will, wherever possible, send information to NHS Protect to the e-mail address CIU@nhsprotect.gsi.gov.uk.

Term

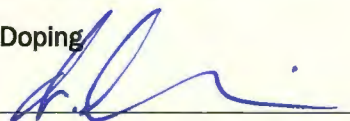
18. The Agreement shall commence on the date of its signature by the Parties and remain in effect for a term of one year. Upon expiry, the Agreement shall automatically renew for a further period of one year, and thereafter on each anniversary of the Agreement commencing, unless terminated by either Party.
19. Either party may terminate this agreement at any time upon giving the other one month's notice in writing of its intention to do so.
20. This agreement is not legally binding and is not intended to create legal relations between the parties.

The duly authorised signatories of the parties to this Agreement have executed this Agreement as of the date set out above.

Signed for and on behalf of

UK Anti-Doping

Signed:



Name: Andy Parkinson

Title: Chief Executive

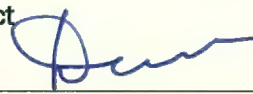
Date:

03/06/13

Signed for and on behalf of

NHS Protect

Signed:



Name: Dermid McCausland

Title: Managing Director

Date:

30 May 2013.