Dear Nicky,

RAMBLERS WELLBEING WALKS

We (The Ramblers) look forward to working with you as a partner of Ramblers Wellbeing Walks.

The terms (the agreement) on which we will work together to deliver Ramblers Wellbeing Walks are

made up of the following which are all attached to this letter:

•

•

•

•

•

Your Agreement Details

General Terms

Section 1 – Ramblers Support

Section 2 – Your Commitment to the Walks

Section 3 – Data sharing

Appendix A – Relationship between County Partner and Local partner and the Ramblers

Please sign and return this letter by no later than 31st April 2023 otherwise the offer of your appointment will lapse.

By signing this letter, you are confirming that you are authorised to sign on behalf of your organisation

and accept your appointment as a partner of Ramblers Wellbeing Walks and agree to be bound by

the terms of this letter and its attachments.

Signed on behalf of (County Partner):

Signed on behalf of The Ramblers:

By (name):

Position:

Dated:

By: Ed Nicholas

Programme Manager

Dated:

The terms (the agreement) on which we will work together to deliver Ramblers Wellbeing Walks are

made up of the following which are all attached to this letter:

Nicky Wheddon

Age UK Nottingham & Nottinghamshire

The Sybil Levin Centre

577a Nuthall Road

Nottingham

NG8 6AD

Wednesday 15th March 2023

Signed on behalf of (Local Partner):

By (name):

**Vicky Gutteridge**

Position:

**Senior strategic Director**

Dated: **14/04/2023**

Text, letter

Description automatically generatedfhgfdg

Your Agreement Details

2

Your Ramblers Wellbeing Walks County Partner name: **Ramblers Wellbeing Walks – Notts**

Organisation name: **Ridewise**

Type of organisation:  **charity**

 Organisation Postal address:

**RideWise,**

**c/o The Lenton Centre**

**Willoughby Street**

**Nottingham**

**NG7 1RQ**

Ramblers Wellbeing Local partner name: **Ramblers Wellbeing Walks – Age UK Nottingham**

Organisation name: **Age UK Nottingham & Nottinghamshire**

Type of organisation: **charity**

 Organisation Postal address:

**The Sybil Levin Centre**

**577a Nuthall Road**

**Nottingham**

**NG8 6AD**

Duration of agreement: **1 year**

This Agreement will start on:  **1st April 2023**

(The agreement period)

and will end on**: 31st March 2023**

**These details are specific to your agreement with The Ramblers for Ramblers Wellbeing Walks and**

**are defined words you will find used in the General Terms and the Sections.**

General Terms

1.

Duration of our Agreement

The agreement will be for the Agreement Period, unless terminated earlier in accordance with

the Termination Terms (see term 9).

2.

Use of “Ramblers Wellbeing Walks”

2.1

The Ramblers gives you a non-exclusive, royalty-free license to use the “Ramblers Wellbeing

Walks” brand (in the form set out in Section 2) for the Agreement Period on all materials

(Including electronic ones) you produce in relation to the advertising and organisation of

Ramblers Wellbeing Walks.

2.2

You cannot use Ramblers Wellbeing Walks’ brand in relation to:

(a) any walks for longer than 90 minutes.

(b) any activities before or after a Ramblers Wellbeing Walk (including travel to or from

the walk).

(c) any of your other activities which do not involve Ramblers Wellbeing Walks.

2.3

2.4

You may sub-license someone to use Ramblers Wellbeing Walks’ brand only to assist you

advertising or organising Ramblers Wellbeing Walks. A sub-license must automatically terminate

immediately at the end of the Agreement Period, or on earlier termination of this agreement.

You must comply with the brand guidelines which The Ramblers will make available to you in

respect of your use of the Ramblers Wellbeing Walks’ brand. If you fail to comply with the

guidelines, The Ramblers may require you immediately to cease using Ramblers Wellbeing

Walks’ brand, to remove them from all your materials and to terminate immediately any sub-

license you have granted. A failure might also entitle The Ramblers to terminate the agreement

early under term 9.2 (a).

3.

Support you will receive from The Ramblers

3

3.1

3.2

The Ramblers will provide you with The Ramblers Support during the duration of the Agreement

Period as explained in Section 1.

In providing The Ramblers Support, The Ramblers shall:

(a)

(b)

provide The Ramblers Support with reasonable care and skill: and

comply with all applicable laws, statutes, and regulations from time to time in

force.

4.

Your Commitment to the Walks

4.1

Your responsibilities for advertising, organising, and providing Ramblers Wellbeing Walks are

explained in Your Commitment (see Section 2).

4.2

4.3

You will co-operate with The Ramblers to enable The Ramblers to deliver The Ramblers Support

to you.

You will observe all reasonable health and safety rules and regulations applicable to the

organising and leading of walks and will comply with all other applicable laws, statutes, and

regulations for your activities in connection with Ramblers Wellbeing Walks.

5.

Fee and Payment

5.1

You will pay the Fee to The Ramblers no later than the ‘To be paid by’ date stated on your invoice

from The Ramblers in the full amounts then due. The Ramblers may suspend providing any of

The Ramblers Support after a ‘To be paid by’ date until the Fee then due has been paid in full.

5.2

5.3

No Value Added Tax is payable on the Fee.

The Ramblers will send you an invoice for the Fee on or prior to the Start Date.

6.

Collection and Use of Personal Data

6.1

Personal data will be collected by you on walkers and volunteers involved with Ramblers

Wellbeing Walks which will be used for the following purposes:

(a)

the management of/ and the promotion and organisation of the walks.

4

(b)

(c)

(d)

recruitment of new volunteers.

gaining insight and producing reports on walkers and volunteers; and

promoting your programme of walks.

6.2

The data will also be used for research to demonstrate the impact of Ramblers Wellbeing Walks

which will include (without this being the definitive list) in the following areas:

•

•

•

•

•

•

research on the impact of health walks.

research on specific groups and demographics.

data-tracking of walker participation.

health and demographic data of walkers captured.

national and local insight using programme data; and

any other additional research agreed by The Ramblers.

6.3

6.4

The copyright in any research reports produced by The Ramblers belongs to The Ramblers.

The Ramblers will share those research reports with you which you are then free to use to help

promoting and organising your walks.

6.5

6.6

The Ramblers makes available a Ramblers System for the holding of personal data, which you

must use to collect personal data of volunteers involved with your Ramblers Wellbeing Walks.

Both of us will have legal obligations to protect this personal data and how it is used. Those

responsibilities are set out in Section 3.

7.

Ownership of the brand and The Ramblers’ materials

7.1

The Ramblers retains ownership of all Intellectual Property (as defined in paragraph 7.9) in

Ramblers Wellbeing Walks’ brand, all materials and resources made available to you as part of

the Ramblers Support and the Ramblers Systems provided as part of the Ramblers Support.

7.2

7.3

Any goodwill in Ramblers Wellbeing Walks’ brand, which results from your use of them, will

belong to The Ramblers.

You do not have any rights or ownership interests in the Intellectual Property referred to in term

7.1, except insofar as The Ramblers has given you a licence to use them under this agreement.

5

7.4

The Ramblers warrants that the use by you of the Intellectual Property referred to in term 7.1, in

accordance with the terms of this agreement, will not infringe the Intellectual Property of any

third-party.

7.5

7.6

7.7

You will not apply for registration of Ramblers Wellbeing Walks’ brand (or any name, logo or

brand which is confusingly similar).

If you learn of any threatened or actual infringement of the Intellectual Property referred to in

term 7.1, you should inform The Ramblers immediately.

If any proceedings are brought against you relating to the use of the Intellectual Property

referred to in term 7.1, The Ramblers will have conduct of those and can take whatever action it

wants to deal with those proceedings. You must co-operate with The Ramblers in whatever

action it takes, subject to The Ramblers meeting your reasonable expenses for doing so.

7.8

7.9

You must not alter any of the materials or resources The Ramblers make available or the

Ramblers Systems, except where allowed by this agreement or where The Ramblers gives

express written permission to do so.

Intellectual Property means copyright, trademarks, service marks, business names and domain

names, rights in getup, goodwill, and the rights in passing-off, rights in computer software and

database rights (whether registered or unregistered and including any applications for

registrations, extensions, or renewals).

8.

Protecting both our reputations

Neither The Ramblers nor you will do anything that could bring the other’s organisation or

brands into disrepute.

9.

Termination Terms

9.1

We are both committed to working together in delivering Ramblers Wellbeing Walks for the full

Agreement Period. However, there are exceptional circumstances which if they occur would

entitle either of us to terminate this agreement immediately. Those circumstances are limited to

those set out in the next paragraph.

6

9.2

Either The Ramblers or you may terminate if the following circumstances apply to the other

party:

(a) the other party commits a material breach of any term of this agreement and fails to

remedy that breach within 30 days of written notice to do so.

(b) the other party is dissolved or ceases to carry on any activities.

(c) the other party (being you) ceases to provide Ramblers Wellbeing Walks.

(d) the other party goes into administration or liquidation, makes arrangements with its

creditors, or has a receiver appointed over any of its assets; or

(e) the other party is subject to an investigation or inquiry by a statutory regulator.

At the end of the Agreement Period, or on earlier termination, you will:

9.3

(a)

(b)

cease to use the Ramblers Systems and Ramblers Wellbeing Walks’ brand; and

cease to use the Walk Leader Training package and to deliver any training for

Ramblers Wellbeing Walks; and

(c)

do anything The Ramblers may reasonably require removing Ramblers

Wellbeing Walks’ brand from your materials and to stop referring to yourself as a

partner of Ramblers Wellbeing Walks.

9.4

The obligations in terms 6 and 9.2 will continue to apply after the end of the Agreement Period or

earlier termination.

10.

General

10.1

Sub-contracting

You may not subcontract Your Commitment to Walks without The Rambler's prior written

consent.

10.2

Confidentiality

(a)

Each of The Ramblers and you shall not at any time disclose to any person any

confidential information concerning the activities or affairs of the other, except

as permitted by paragraph 9.2 (b). The confidential information of The Ramblers

7

includes the training materials and resources it makes available as part of the

Ramblers Support.

(b)

Each party may disclose the other's confidential information:

(i)

to its employees, officers, volunteers, representatives, contractors, sub-

contractors, or advisers who need to know such information for the

purposes of carrying out the party's obligations under this agreement.

Each party shall ensure that its employees, officers, volunteers,

representatives, contractors, sub-contractors, or advisers to whom it

discloses the other's confidential information comply with this term 9.2.

and

(ii)

as may be required by law, a court of competent jurisdiction or any

governmental or regulatory authority.

(c)

Neither party shall use the other's confidential information for any purpose

other than to perform its obligations under this agreement.

10.3

Entire agreement

(a)

This agreement is the entire agreement between us and supersedes and cancels

all previous agreements, promises, representations and understandings

between us relating to Ramblers Wellbeing Walks.

(b)

Each of The Ramblers and you acknowledges that in entering into this

agreement it does not rely on and shall have no remedies in respect of any

statement, representation, assurance, or warranty (whether made innocently or

negligently) that is not set out in this agreement.

10.4

10.5

Variation

No variation of this agreement shall be effective unless it is in writing and signed by both The

Ramblers and you.

Severance

If any provision or part-provision of this agreement is or becomes invalid, illegal, or

unenforceable, it shall be deemed modified to the minimum extent necessary to make it

valid, legal, and enforceable. If such modification is not possible, the relevant provision

8

or part-provision shall be deemed deleted. Any modification to or deletion of a provision

or part-provision under t[his clause 9.5](#br8) shall not affect the validity and enforceability of

the rest of this agreement.

10.6

Notices

(a)

Any notice or other communication given to a party in connection with this

agreement shall be in writing and shall be:

(i)

delivered by hand or by pre-paid first-class post or other next working

day delivery service to The Ramblers at its registered office or to you at

Your Contact Address; or

(ii)

sent by email to you at Your Contact Address and to The Ramblers at

[wellbeingwalks@ramblers.org.uk](mailto:wellbeingwalks@ramblers.org.uk)

(b)

Any notice or communication shall be deemed to have been received:

(i)

if delivered by hand, at the time the notice is left at the proper address.

(ii)

if sent by pre-paid first-class post or other next working day delivery

service, at 9.00 am on the second Business Day after posting.

(iii)

if sent by email at 9.00 am on the first Business Day after transmission.

(c)

(d)

“Business Day” means any day apart from Saturday, Sunday, or a public bank

holiday in England.

Th[is clause 9.](#br9)6 does not apply to the service of any proceedings or other

documents in any legal action or, where applicable, any arbitration or other

method of dispute resolution.

10.7

10.8

Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act

1999 to enforce any term of the agreement.

Governing law

This agreement and any dispute or claim relating to it, shall be governed by, and construed in

accordance with the law of England and Wales and both of us irrevocably submit to the exclusive

jurisdiction of the courts of England and Wales for any dispute or claim.

9



Section 1

Ramblers Support

1

Training Support

The Ramblers will provide:

1.1

(a)

Training for the number of Train the Trainer Spaces (up to three per annum) for Co-Ordinator(s) nominated by you with the purpose of enabling them to train your Walk Leaders and Walk Assistants, which will include training on the delivery of the Walk Leader Training package to your Walk Leaders and Walk Assistants.

(b)

(c)

The Walk Leader Training package.

A calendar of training and events open to your Co-Ordinator(s) and Walk

Leaders and Walk Assistants.

(d)

Any additional training resources which The Ramblers may choose to make

available.

2

Digital Support

2.1

We will provide to you digital systems for Ramblers Wellbeing Walks (Ramblers Systems), and

will license to you the necessary software to use the Ramblers Systems, during the Agreement

Period

2.2

You can only use the Ramblers Systems for advertising and organising Ramblers Wellbeing Walks

during the Agreement Period.

10

The Ramblers may modify any part of the Walk Leader Training package and, upon telling you of

the changes, you must use the updated training package for any future training.

1.2

1.3

If, after undertaking the Walk Leader Training package, The Ramblers has any concerns that one

of your Walk Leaders is not leading a walk in compliance with the Walk Leader Training package,

The Ramblers could require them to receive further training from your Co-Ordinator on the Walk

Leader Training package and not to lead another walk until your Co-Ordinator is satisfied, they

have successfully completed the re-training.

2.3

2.4

The Ramblers may at its discretion at any time upgrade, modify or replace any of the Ramblers

Systems. The Ramblers will notify you and you must then use those Systems (unless specified).

When The Ramblers provides any Ramblers Systems it will notify you of any terms you must

follow when using the Ramblers Systems and of any training you, your Ramblers Wellbeing

Walks volunteers must complete before they can use the Ramblers Systems.

3

The Ramblers Resources and Materials

3.1

We will provide a set number of the following items bearing Ramblers Wellbeing Walks’ brand for

use by your volunteers:

•

•

Ramblers Wellbeing Walks Hi Viz vests

3.2

The Ramblers will make available on its online volunteer portal for use by you and all volunteers

in respect of organising Ramblers Wellbeing Walks:

(a)

(b)

Volunteer training materials

Templates for posters, flyers, and social media assets to help promote your

Ramblers Wellbeing Walks programme to both volunteers and walkers.

(c)

Any other resources and materials which The Ramblers decides to produce.

3.3

3.4

The Ramblers licenses you to use and modify the digital templates for your Ramblers Wellbeing

Walks programme.

We will provide you with Ramblers Wellbeing Walks branding to help you publicise your

programme. These will include:

(a) Your bespoke local Ramblers Wellbeing Walks logo

(b) Brand guidelines

3.5

We will provide you with a dedicated web page on the Ramblers website, to advertise and

promote your Ramblers Wellbeing Walks.

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Printed ICE cards for walk leaders

4

Insurance Cover

4.1

The Ramblers will maintain with a reputable insurance company for the benefit of you, your

Walk Leaders, Walk Assistants, and volunteers in respect of your involvement with Ramblers

Wellbeing Walks the following insurance policies:

(a)

(b)

Public Liability Insurance with a limit of £10,000,000 per claim; and

Personal Accident Insurance for injury to your Walk Leaders and Walk

Assistants whilst undertaking their volunteer role on a Ramblers Wellbeing

Walk [with a limit of £ 5,000,000 per claim]

4.2

4.3

4.4

The cover will be subject to the insurer’s policy terms and exclusions. If you want details of the

level of insurance cover provided, The Ramblers will provide a schedule of insurance details on

request.

You must follow any guidance The Ramblers give as to how and when to notify claims and

disclose information or to comply with the terms of the policies. Failure to do so may mean

cover is denied you by the insurers.

A claim cannot be made under these policies in respect of any of your Walk Leaders and Walk

Assistants unless:

(a) their details have been recorded on the Ramblers System which we notify to you for

that purpose

and

(b) they have successfully completed any training required under Section 2 to be

involved as Walk Leaders or Walk Assistants on Ramblers Wellbeing Walks.

5

National and Regional Support

5.1

We will make available to your Coordinator a named Ramblers contact to support with the

development and delivery of your Ramblers Wellbeing Walks programme.

5.2

5.3

We will make available opportunities to facilitate peer support with other partners in Ramblers

Wellbeing Walks programme to share best practice and trouble-shooting challenges.

We will provide you with:

12

(a)

(b)

electronic updates to keep you informed and up to date with Ramblers Wellbeing

Walks and national campaigns.

best practice guidance, resources, and webinars.

Section 2

Your Commitment

1

You must nominate one person as a Co-Ordinator whose role is to manage the walks and recruit,

train and support the volunteers. Your Coordinator is the single point of contact for all support

and enquiries to and from The Ramblers.

2

You must ensure that the Co-Ordinator attends the training for Co-Ordinators provided by The

Ramblers. A Co-Ordinator must not deliver the Walk Leader Training package to any Walk

Leaders and Walk Assistants until The Ramblers have confirmed the Co-Ordinator has

successfully completed their training.

3

4

You will advertise, organise, and provide walks under Ramblers Wellbeing Walks programme.

These should be short, local group walks (at least one weekly walk of 30 minutes or less and

walks no longer than 90 minutes) each week (weather/conditions/season permitting).

You will promote the walks as a way of tackling inactivity in the community and engaging with

audiences who would benefit most from walking and from joining the programme. You will

ensure that the walks are accessible and open to all, proactively identifying and removing

barriers so that more people can access and start walking.

5

The Walk Leader Training Package must not be used for training anyone to lead a walk outside

Ramblers Wellbeing Walks.

6

7

Co-Ordinators are not employed or engaged by The Ramblers, but by you.

All walks must be led by a Walk Leader who has successfully completed the Walk Leader Training

package provided by your Co-Ordinator.

8

9

When advertising, organising, or leading a walk you, and your staff and volunteers, must comply

with relevant Ramblers Wellbeing Walks best practice guidance.

You will:

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(a) Use your dedicated web page on the Ramblers website to advertise and promote your

Ramblers Wellbeing Walks, keeping walk details up to date

(b) Use your bespoke local Ramblers Wellbeing Walks logo on all promotional materials

Section 3

Data Sharing

CONTENTS

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3.2

Interpretation

Purpose and Responsibilities

3.3.

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3.10

Lawful Basis

Confidentiality and Security

Method of Sharing

Duration and Termination of Agreement

Data Retention

Individuals’ Rights

Information Commissioner’s Office

Data Security Breach

Parties

(1) The Ramblers’ Association, a charity registered with the Charity Commission (registration

number 1093577) and with the Scottish Charity Regulator (registration number SC039799)

with registered office 1 Clink Street, 3rd Floor, London SE1 9DG (“Ramblers”); and

(2)

(the “Local Partner”);

(each a “Party”; collectively the “Parties”).

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3.11. Review

3.12. Amendment

3.13. Entire Agreement

3.14. Governing Law and Jurisdiction

3.15. Counterparts and Signature

Schedule 1 – Data shared between the parties

Background

The Local Partner works with the Ramblers to promote and administer the Wellbeing Walks

programme. As part of this work, the Local Partner and Ramblers are each required to process

personal data about volunteers and may process personal data about walkers.

The Parties agree to share Data (as defined below) with each other on the terms set out in this

Agreement.

Agreed Terms

3.1

Interpretation

The following definitions and rules of interpretation apply in this Agreement.

Definitions:

3.1.1

“Data”

means the Personal Data about Walkers set out [in 0](#br20) of this Agreement and

shared between the Parties under this Agreement;

“Data Protection Law”

means the UK GDPR, the Data Protection Act 2018 and/or

any other applicable law or regulation relating to the

processing of Personal Data and/or governing individuals’

rights to privacy.

“Data Receiver”

“EU GDPR”

means the party in receipt of a disclosure of Data from the

other Party.

means the EU General Data Protection Regulation (EU)

2016/679;

“UK GDPR”

means the implementation of the EU GDPR into UK law.

3.1.2 “Controller”, “Processor”, “Data Subject” and “Personal Data”, “Personal Data Breach”,

“Special Categories of Personal Data” and “Processing” shall have the meanings given to

them in the Data Protection Law.

3.2

Purpose and Responsibilities

15

3.2.1

3.2.2

The purpose of this Agreement is to allow the Parties to share Data with each other

in connection with the Schemes.

Schedule 1 of this Agreement sets out the description of the Data to be shared and the purposes for the sharing of Data between the Parties. The parties shall not process Data in a way that is incompatible with the purposes described i[n Schedule 1.](#br20)

3.2.3

Each party is an individual Controller and will be responsible for the lawful

Processing of the Data, informing Data Subjects about the use of their Personal

Data, the security of Personal Data, ensuring Data Subjects can exercise their rights

(as well as answering any requests from a Data Subject exercising such rights) and

for complying with their obligations as individual Controllers under the Data

Protection Law (including complying with rules concerning international data

transfers).

3.2.4

3.2.5

Both Parties shall take reasonable steps to ensure that the Data is accurate and up

to date.

Neither Party shall knowingly take any action or omit to take any action that could

result in the other Party contravening its obligations under Data Protection Law.

3.3

Lawful Basis

Both Parties shall only share Data in reliance on a lawful basis under Data Protect[ion Law. 0](#br20)

contains further details on the lawful basis.

3.4

Confidentiality and Security

3.4.1

The Parties will treat the Data as confidential and will ensure that it discloses such Data to

other parties where required for the purposes set out in Schedule 1, where required by

law and where necessary to protect its own or another party’s interests.

3.4.2

The Parties undertake to have in place throughout the term of the Agreement appropriate

technical and organisational security measures to:

(i) prevent:

(a) unauthorised or unlawful Processing of the Data; and

(b) the accidental loss or destruction of, or damage to, the Data

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(ii) ensure a level of security appropriate to:

(a) the harm that might result from such unauthorised or unlawful

Processing or accidental loss, destruction, or damage; and

(b) the nature of the Data to be protected.

3.4.3 It is the responsibility of each Party to ensure that its staff members are appropriately

trained to handle and process the Data in compliance with Data Protection Law.

3.5

Method of Sharing

3.5.1 The Data shall be transferred by both Parties through a secure portal. The Local Partner

shall ensure that the secure portal is accessible by authorised personnel of the Local

Partner.

3.5.2 For the avoidance of doubt, the parties do not intend to share any Special Categories of

Data between them. Any Special Categories of Personal Data shall be effectively

anonymised and aggregated before any sharing of such data takes place.

3.5.3 The Parties shall, where necessary and in good faith, consult and agree on a format for

sharing the Data to ensure compatibility and interoperability of systems.

3.6

Duration and Termination of Agreement

3.6.1 This Agreement shall become effective on the date it has been signed by the Parties and

shall continue in full force and effect until terminated by either party. The Agreement may

be terminated without cause by either Party on no less than thirty (30) days prior written

notice to the other Party.

3.6.2 This Agreement will automatically terminate if the Partner Agreement between the Local

Partner and the Ramblers expires or terminates.

3.6.3 In the event of termination of this Agreement for any reason, the Parties will cease sharing

Data and promptly in good faith discuss a process for retaining and/ or, where appropriate,

securely deleting Data or amending the access rights which the Parties have to the Data.

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3.11

3.12

Review

Not more than once every twelve (12) months, a Party may request that the other Party

consult with it to review this Agreement to ensure ongoing compliance with Data

Protection Law or any necessary amendments to reflect how Data is shared.

Amendment

18

Data Retention

Individuals’ Rights

3.8

3.7

3.8.3 The first party shall be responsible for responding to that Individual Request.

3.8.2 The first party shall, within two working days, notify the other party and the Parties shall

consult together in good faith on the response to the Individual Request; and

3.8.1 Both Parties are responsible for responding to the requests and complaints of Data

Subjects relating to their Data (including the right of access, right to object, right of erasure

and right to rectify). In the event that one party (the ‘first party’) receives a request from a

Data Subject concerning Data (an “Individual Request”), where the Data includes Personal

Data it has received as a Receiving Party, then;

In the event that a Party becomes aware of a Personal Data Breach affecting the Data, that

Party shall notify the other Party promptly, and in any case no later than within 72 hours of

becoming aware, and the Parties shall work together in good faith to ensure that the

obligations under the Data Protection Law are complied with relating to notifying Data

Subjects and the ICO if applicable.

Data Security Breach

3.10

In the event that the Information Commissioner’s office (“ICO”) contacts either Party with

reference to the Data and/ or the Schemes, the Party that has been contacted by the ICO

shall notify the other Party promptly, and in any case no later than within one working day,

and the Parties shall work together in good faith to respond to any questions or concerns

raised by the ICO.

Information Commissioner’s Office

3.9

For Wellbeing Walks, our partners are all individual data controllers for the data they manage. This means they will need to determine their own retention period. There can be differences depending on the type of organisation (e.g. public sector organisations have different obligations). The only obligation within the data sharing agreement is that both parties will act in good faith to delete data if the agreement comes to an end.

We will hold any personal data for at least 7 years since an individual last participated – this is the standard period for issues around legal liability.

This Agreement may only be modified or amended in writing and signed by authorised

signatories of both Parties.

3.13

Entire Agreement

This Agreement constitutes the entire agreement between the Parties on this subject-

matter (i.e. the sharing of Data) and supersedes all previous agreements, assurances,

warranties, representation, and understandings between the Parties related to this subject-

matter (including any such provisions in any previous data sharing agreement concerning

the Data or the Partner Agreement).

3.14

3.15

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England

and Wales.

Counterparts and Signature

This Agreement may be executed in counterparts, each of which will be deemed an original

but all of which together will constitute the same instrument. Subject to applicable law,

both Parties agree that this document and its signature can be established in electronic

form by facsimile or a scanned copy sent via email, or by digital signature where

authentication and audit trail can be established and that, in electronic form, they shall be

deemed originals.

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SCHEDULE 1 – Data shared between the parties

Category of Data

Purposes of the Sharing

Lawful Basis of the Sharing

with the other Party

Individual names and contact information Administer Wellbeing Walks,

(email, telephone, home address) including general management,

Legitimate interest (or in the

case of a public authority –

duty of care and health and safety public interest)

compliance.

Sharing marketing permissions

with the other Party, who wish to

provide personalised email, SMS,

post and phone communications

to individuals (who have

Consent

consented to hear more about

Ramblers work and/ or from the

Local Partner)

OPTIONAL DATA PROVIDED BY

[For the purposes of diversity and

[Equality of opportunity or

INDIVIDUAL: [Aggregated and anonymised inclusion monitoring in Wellbeing treatment (Data Protection

health, religion, ethnicity, sexuality data]

Walks]

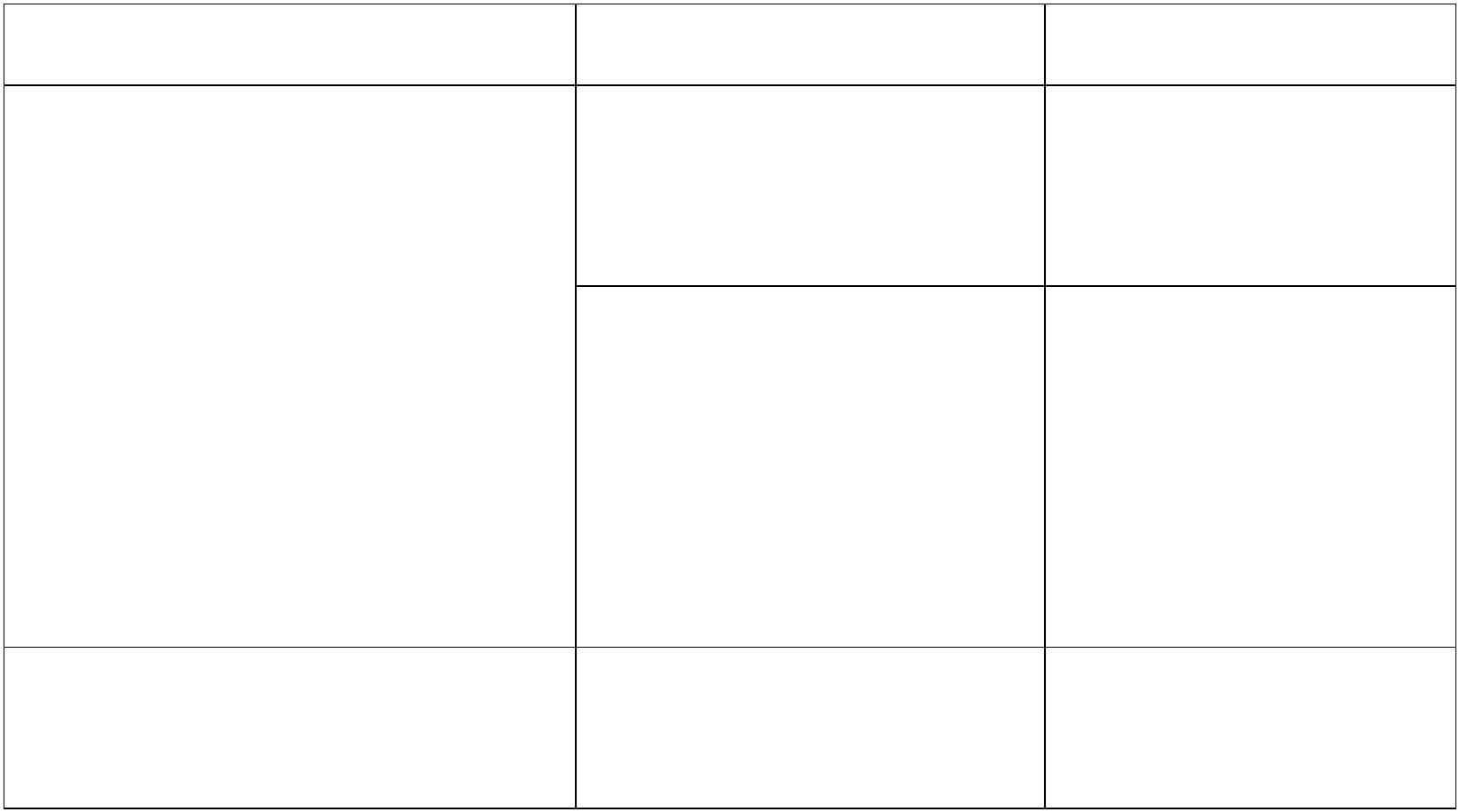
Act Part 2, paragraph 8)]

1

Appendix A – Relationship between the County Partner and the Local Partner and the Ramblers

This section defines the relationship between the County Partner, the Local Partner and the Ramblers.

* Personal data related to volunteers and walkers will be hidden from view from the County Partner but will be viewable by the local partner.
* The County Partner will be able to see **‘Group dashboard’** (overall data); **‘Walks’** and ‘**Health and Demographic survey’** (anonymised)
* Walkers can sign up online to the County Partner directly. The County Partner will pass this information to the Ramblers. The Ramblers will reassign to the relevant Local Partner on instruction from the County Partner and this information will be changed to reflect this and the County Partner will no longer be able to view this data.

A