

Data Access & Management Agreement

November 2025

Version	Published Date	Author	Approved By	Approved Date
V1.0	20 Nov 2025	Dan Byrnes	Board of Trustees	November 2025

1. Purpose

The Volunteer understands that, in the course of providing services to OutdoorLads ("the Charity"), they will be given access to certain confidential and proprietary information, including Personal Data of members and other volunteers. The Volunteer agrees to abide by the terms and conditions outlined below to protect this information.

2. Definition of Confidential Information

Confidential Information means any data, materials, or knowledge, whether written, oral, or electronic, disclosed or made accessible to the Volunteer by the Charity, including, but not limited to:

1. **Personal Data:** Any information related to an identified or identifiable natural person (members or other volunteers), including, but not limited to:
 - Names, addresses, telephone numbers, and email addresses.
 - Date of birth, demographic details, and health or medical information.
 - Any notes or records relating to a member's specific circumstances or interaction with the Charity.
2. **Internal Operations:** Charity-specific documents, volunteer training manuals, internal operational procedures, unpublished meeting minutes, financial statements, fundraising strategies, grant proposals, email contents, and software access credentials.

Confidential Information shall not include information that is publicly known or becomes public knowledge through no fault of the Volunteer.

3. Obligation of Confidentiality

The Volunteer agrees to the following obligations regarding all Confidential Information:

1. **Non-Disclosure:** The Volunteer shall not, at any time during or after their service to the Charity, disclose, disseminate, publish, or otherwise communicate any Confidential Information to any third party, except as explicitly required to perform their volunteer duties and only with the prior written consent of a Trustee or the Programme Manager.
2. **Limited Use:** The Volunteer shall use the Confidential Information solely for the purpose of carrying out their designated volunteer duties for the Charity and for no other purpose whatsoever, commercial or otherwise.
3. **Safeguards:** The Volunteer shall exercise the same degree of care (but no less than a reasonable degree of care) that they use to protect their own similar confidential information to prevent the unauthorised use, disclosure, or access of Confidential Information.
4. **No Copying:** The Volunteer shall not copy or reproduce any Confidential Information unless necessary for the permitted purpose and only with the express permission of the Charity.
5. **Storage Location and Retention:** The Volunteer shall ensure that Confidential Information is stored exclusively within the Charity's authorised systems (e.g., Office 365 accounts, including email, SharePoint, or OneDrive). The Volunteer shall not store Confidential Information on personal devices (such as personal computers, phones, or tablets) for any period longer than strictly required to perform their duties and must delete it immediately thereafter.

4. Duration and Term

The obligations set forth in this Agreement shall remain in full force and effect for the entire duration of the Volunteer's service to the Charity and shall survive the termination of the Volunteer's service for a period of five years thereafter, or indefinitely with respect to Personal Data as required by applicable law.

5. Return of Information

Upon the request of the Charity, or upon the termination of the Volunteer's service, the Volunteer shall immediately return to the Charity, or securely destroy, all documents, materials, or digital media containing any Confidential Information, along with all copies. The Volunteer shall confirm the destruction or return in writing upon request.

6. Compliance with Data Protection Legislation

The Volunteer acknowledges that the Charity is a Data Controller or Processor under applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. The Volunteer agrees to fully comply with all reasonable instructions and policies provided by the Charity regarding the handling of Personal Data to ensure compliance with this legislation.

7. Data Breach Protocol, Consequences, and Remedies

Reporting Protocol: In the event that the Volunteer becomes aware of any actual or suspected data breach (including, but not limited to, sending an email to an incorrect recipient, failing to use the BCC field appropriately, or the loss/theft of an unsecured device containing Confidential Information), the Volunteer must immediately take the following actions:

1. **Notify the Programme Manager:** The Volunteer must immediately inform the Charity's Programme Manager by sending an email to support@outdoorlads.com.
2. **Flag Urgency:** The subject line of the email must be clearly flagged as URGENT to ensure rapid response.
3. **Mitigation:** If appropriate, the Volunteer should contact the affected parties to apologise, ask them to immediately delete the inadvertently received information, and request that they do not share it with any other person.

Consequences and Remedies: The Volunteer acknowledges that unauthorised disclosure or use of Confidential Information, especially Personal Data, would cause serious harm to the Charity and the affected individuals. In the event of a breach, the Charity will take necessary action, including taking all necessary steps to investigate and mitigate the breach in line with guidance from the Information Commissioner's Office (ICO).

Agreement and Acceptance

Completion of a Leader Application and Volunteer Agreement acknowledges that you have read and understood this Agreement and voluntarily agree to be bound by its terms and conditions.