



Club Licensing Confidentiality Policy

Introduction

All those involved in the club licensing system and club monitoring process may have access to sensitive and confidential information. Respecting the principle of confidentiality is of key importance for the credibility of the club licensing system where information must be provided by licence applicants to enable the decision-making bodies to evaluate and reach a decision on the licence application.

Aim

The aim of this Policy is to ensure that those involved in the club licensing system and club monitoring process respect the confidentiality of information in accordance with Article 11(2) of UEFA Club Licensing & Financial Fair Play (CL&FFP) Regulations.

Policy

The IFA Club Licensing Confidentiality Policy requires that:

- All those involved in the club licensing system and club monitoring process respect the key principle of confidentiality;
- All those involved in the club licensing system and club monitoring process are made fully aware of the IFA Club Licensing Confidentiality Policy guidelines and are aware of their responsibilities in respect of confidentiality;
- All those involved in the club licensing system and club monitoring process must sign an agreement, as a minimum, upon their appointment by completing form RE.01.2 'Confidentiality Agreement' (Appendix I attached);
- Licence applicant clubs engaged in the club licensing system and club monitoring process, must sign form RE01.1 'Confidentiality Assurance' (Appendix II attached);
- Licensing documents should not be left where others can read them, and computers should be placed so that they cannot be overlooked, especially when working in public places;
- When not being used, papers should be stored in a way which minimises the risk of unauthorised access. Computers should be password protected. Suitable arrangements should be made for distributing papers and sending faxes and emails;
- Particular care should be taken when using removable devices such as laptops, removable discs, CDs, USB memory sticks and PDAs. Such devices should be used to store only information needed for immediate business purposes, not for permanent storage. Information on them should be at least password protected and preferably encrypted. Great care should be taken in looking after the devices themselves to ensure that they are not lost or stolen.





Club Licensing Confidentiality Policy

Retention of Data and Period of Confidentiality

The IFA Club Licensing Unit will handle personal data in a responsible way to protect the data and maintain confidentiality. All licensing documentation is stored in individual club files in lockable cabinets on site.

The Club Licensing Administration has the right to make public statements where a club formally applies or subsequently withdraws their licensing application at any time during the process and/ or for the purpose of communicating details of any sanction applied by the Committee to any licence applicant.

When submitted documentation ceases to be relevant, all confidential material must be disposed of securely, for example by returning it to the client or professional client, shredding paper, permanently erasing information no longer required and securely disposing of any electronic devices which hold confidential information.

Privacy Statement

The Irish FA Group is obligated to comply with the General Data Protection Regulation (GDPR). Irish FA Club Licensing system processes personal information for legitimate purposes to comply with UEFA Club Licensing regulations and Irish FA Articles of Association.

Personal information will be shared with Irish FA Group third parties including Irish FA Licensing Members, appointed external experts, UEFA and UEFA appointed auditors.

Personal information submitted in a licensing application will be retained for at least five years. Licensing decisions will be retained for ten years.

Further detail on the Irish FA Group Privacy Notice and your rights can be found on www.irishfa.com/privacy or by contacting info@irishfa.com.

Breaches of Confidentiality

If any stakeholder involved in the club licensing system and club monitoring process, including the licence applicant/ licensee feels that there has been a breach in the IFA Club Licensing Confidentiality Policy they must formally write the Chief Executive of the Irish Football Association who will investigate the matter on their behalf and take action where appropriate.





Confidentiality Agreement

I, _____, hereby confirm that I have read, understood and undertake to be bound by the obligations of confidentiality and non-disclosure contained in the model letter agreement concluded between the Irish Football Association and clubs within its jurisdiction. I further confirm that I have received a copy of the Club Licensing Confidentiality Policy.

I understand that my duties in this respect shall continue beyond my involvement in the evaluation of any Club Licence application and beyond the period of my employment or engagement by the Irish Football Association, whatever the period of that employment or engagement may be.

Signed: _____

Date: _____



CONFIDENTIALITY ASSURANCE

Full Legal Name of Licence Applicant (insert below):

Dear Sir/Madam,

Confidentiality Agreement

We write to you in connection with your club's application for a Club Licence ("Licence") for the season under the terms of the Club Licensing System (the "Application"). In order for us to be able to evaluate and to reach a decision on the Application you have already made, the information (the "Information") relating to your club and related undertakings shall be subject to the following:

- 1) In consideration of your making the Information available to us, we hereby undertake that such Information shall be kept strictly confidential by the Irish Football Association, its statutory bodies and by our employees and/or agents (and particularly by those employees working in our licensing unit and other appointed advisors) and shall not be disclosed directly or indirectly to any third party, external to those defined in the IFA Articles of Association, (by whatever means) save:
 - (a) as is necessary for the evaluation of the Application, and then only on the condition that said external third party undertakes to us to keep such Information as is disclosed confidential on the same terms as set out in this letter;
 - (b) as is necessary to deal with any possible breach of FIFA or UEFA Statutes, IFA Articles of Association / Rules and Regulations or Northern Ireland Football League Rules and Regulations;
 - (c) for the purpose of taking legal advice;
 - (d) as may be required by any court of competent jurisdiction;
 - (e) as agreed to in advance in writing by you.
- 2) In the interests of maintaining said confidentiality, we shall ensure that all employees involved in the licensing process and other appointed advisors involved in the evaluation of the Application shall, as soon as is reasonably practicable hereafter, execute a confidentiality undertaking. We agree to provide you with copies of all such executed undertakings upon your request.
- 3) The Club Licensing administration has the right to make public statements where a club formally applies and/or subsequently withdraws their licensing application at any time during the process and/or for the purpose of communicating details of any sanction applied by the Licensing Committee to any licence applicant.
- 4) For the avoidance of doubt, this agreement shall not apply to any information, which is or becomes publicly available, except as a direct or indirect result of a breach by us of the obligations contained in this agreement.
- 5) In this letter, the word "Information" includes information which is made available by you or on your behalf, orally or in writing or in any other way (including information stored on computer or any other medium of any kind), information which is apparent on any visit to a property owned or occupied by your club, analysis or memoranda prepared by us or on our behalf containing any information referred to in this paragraph.



CONFIDENTIALITY ASSURANCE. (Continued)

- 6) Each signatory to this letter hereby represents and warrants to the other that:
 - (a) it has full power and authority to enter into and perform all such obligations as are required by this letter; and
 - (b) it has taken all necessary actions to authorise the execution and performance of this letter in accordance with its terms.

- 7) This letter shall be governed in accordance with National Law and the parties submit to the exclusive jurisdiction of the courts of Northern Ireland over any claim, dispute or matter arising out of / in connection with this Letter Agreement.

Please confirm your agreement to and acceptance of the terms set out in this letter by signing and returning one copy of this letter to the Club Licensing & Facilities Unit, National Football Stadium at Windsor Park, Donegall Avenue, Belfast BT12 6LU on or before date.

Duly authorised on behalf of the Irish Football Association

Name: Position: Club Licensing & Facilities Manager

Signature: Date:

Duly authorised on behalf of FC

1. Name Position: Chairman

Signature Date

2. Name Position: Secretary

Signature Date

