

### 3.2 Mission 2012 Overview



#### What is Mission 2012?

*Mission 2012* is cultural shift in the way UK Sport assesses the performance and development of the sports it invests in. It has two main facets – one is to ensure we make the most of our investment in Olympic and Paralympic success. The other is a means by which we can capture, agree and communicate the most accurate picture of the challenges faced by sports, and find solutions to overcome them.

At its heart is the need for an honest, open analysis of each sport and where it is heading. The investment model system introduced in 2005 has ensured transparency of funding allocation. This needs to be matched by an equally visible and open process that not only accurately reflects the status of each sport, but also recognises the interdependency created by the targets agreed with each sport and those agreed with Team GB, Paralympics GB and with Government for London 2012 and the need to ensure a lasting legacy of success for British sport in the years beyond.

#### How does Mission 2012 work?

The Mission 2012 evaluation involves three main stages:

1. Self-reflection and analysis by each sport – at three key points in the annual cycle (pre-season, mid-season and end of season) – of all the essential elements of their programmes. This process can be facilitated if required and can be conducted using our *Mission 2012 Profiling Tool* (see 3.2.2).
2. Capturing the key findings and possible action points of this analysis under the three 'Dimensions' of the Mission 2012 system shown below, together with the 'traffic light' setting (green – performing, amber – working on it, red – need help)
  - The Athletes** – their performance, development, health and well-being
  - The System** – the places, structures, processes, people and expertise that deliver the programme
  - The Climate** – the feel, functionality, and culture experienced by athletes and staff
3. Allocating an overall 'traffic-light' colour status for the World Class Programme reflecting the conclusions drawn from the 3 dimensions, with a short summary explanation and key actions plan.

#### How often will Mission 2012 evaluations occur?

Mission 2012 is a continuous process of review and improvement but formal reporting occurs three times a year. *Pre and Mid-Season Reviews* are followed by a major *End of Season Review* that examines every facet of the sport's *World Class Programme*. Sports can tune the process to complement their own annual cycles of preparation, competition, and review as well as their internal reporting and management structures.

#### Do sports have to follow the Mission 2012 Process?

Yes, to the extent of arriving at a submission that assesses the sport's current *World Class Performance* status in each dimension and overall. Sports can carry out their assessments and generate their Mission 2012 reports using whatever existing or new review processes they choose, although UK Sport hopes that most will adopt the Mission 2012 Profiling Tool. Flexibility is key to minimising bureaucracy.


#### Who should be involved from the Sport?

The compilation of Mission 2012 submissions is primarily the responsibility of a Performance Director (PD), but they must be signed off by the sport's Chief Executive. The Mission 2012 submissions can also provide a useful update for sports at their own Board level. Ideally the process of regular reviewing and planning should be as inclusive as possible and UK Sport will actively encourage PD's to involve staff and athletes wherever possible. UK Sport's *Performance Adviser* team will also be available to support the submission process.

#### What help will be available to sports that identify potential barriers to success?

Mission 2012 is all about searching for improvements and solutions to problems. By moving towards a common method of profiling we have started to spot common problems and can look to match these to either known solutions or seek out novel ones. Major challenges that lie beyond the scope of a sport to resolve can be surfaced and exposed more effectively given the high profile this system will generate. The following sections provide more details of the available help and support.

#### Where do I go for more information?

 People who can help

Performance team – 020 7211 5145 / 020 7211 5134

Your Performance Adviser

#### Resources

 UK Sport Mission 2012 Resource Centre – [www.uksport.gov.uk/pages/mission\\_2012\\_download\\_page/](http://www.uksport.gov.uk/pages/mission_2012_download_page/)

IN THE MATTER OF AN APPEAL TO THE FIRST TIER TRIBUNAL  
(INFORMATION RIGHTS) UNDER SECTION 57 OF THE FREEDOM OF  
INFORMATION ACT 2000

EA/2010/0162

B E T W E E N:-

MR C ZACHARIDES

Appellant

-and-

THE INFORMATION COMMISSIONER

Respondent

-and-

THE UK SPORTS COUNCIL

Additional Party

---

EXHIBIT PK4 TO WITNESS STATEMENT OF PETER KEEN  
(Mission 2012 Template Panel Member Agreement)

---

DATED

**UNITED KINGDOM SPORTS COUNCIL** (1)

and

[ ] (2)

---

**PANEL MEMBER AGREEMENT**

---

**DATE OF****PARTIES**

- (1) **United Kingdom Sports Council** whose address is 40 Bernard Street, London WC1N 1ST ("**UK Sport**")
- (2) **[NAME OF PANEL MEMBER]** of **[ADDRESS]** ("**Panel Member**")

**INTRODUCTION**

- A UK Sport wishes to appoint the above named as a Panel Member to the [Olympic/Paralympic] Mission 2012 Panel ("the Panel") to provide expertise and advice to UK Sport to assist it in its role of reviewing, evaluating and supporting the progress of World Class programmes for 2012 on the terms and conditions set out below.
- B In performing such services, Panel Member will be in receipt of certain Confidential (as defined below) Information for the purposes of Mission 2012 or such other purpose as may be agreed in writing between the parties from time to time (the "**Purpose**").
- C The Panel Member acknowledges that the Confidential Information may include the disclosure of information which is of a confidential, private, commercial and proprietary nature, and which is of value to UK Sport and/or NGBs and could cause them general harm (commercial, reputation or otherwise) and/or harm to any competitive advantage over nations participating in Olympic or Paralympic Games (or other major world championships or events) that may have been obtained or perceived to have been obtained by UK Sport and/or NGBs if disclosed. Therefore the parties wish to protect the confidentiality of and rights in such information which the Panel Member agrees to handle and process strictly in accordance with this Agreement.

**IT IS AGREED THAT:****1 DEFINITIONS AND INTERPRETATION**

- 1.1 The following words and phrases used in this Agreement shall have the following meanings except where the context otherwise requires:

**"Agreement"** this agreement together with its Schedules and all other documents attached to or referred to as forming part of this Agreement.

**"Charges"** the amounts due and payable by UK Sport to Panel Member for the provision of the Services equivalent to UK Sport Board Remuneration levels.

**"Confidential Information"** means the terms of this Agreement and any and all information of or relating to Mission 2012, UK Sport or any third party (including

individual athletes) to which UK Sport owes a duty of confidentiality, and in the case of individual athletes, athlete support personnel, employees or staff of NGBs their Personal Data, in each case which either UK Sport or an NGB creates, develops, receives or obtains whether orally, in writing or in electronic, graphic or other form before or after the date of this Agreement in connection with Mission 2012 or otherwise in connection with this Agreement, together with all documents and other information which contain or reflect or are generated from the information so supplied, including information relating to business plans or dealings, business strategies, current or projected finances or trading situations, trade or business secrets, know-how, suppliers, developments, potential or actual sponsors, transactions, marketing strategies and materials and staff whether imparted by UK Sport to the Panel Member or obtained or generated by the Panel Member in connection with his/her Mission 2012 Panel activities during the term of this Agreement and Panel Membership and in the context of a continuing Panel Member during the term of their previous membership of the Panel or coming into existence as a result of the Panel Member's obligations; but does not include or (as the case may be) shall cease to include any confidential information which:

(a) at the time of its disclosure by UK Sport is already in the public domain or which subsequently enters the public domain or is generally known to third parties otherwise than by breach of the terms of this Agreement except by any default or fault of the Panel Member or any person acquiring it from the Panel Member;

(b) is already lawfully known to or possessed by, or comes into the lawful knowledge or possession of the Panel Member (as evidenced by the Panel Member's written records) at the time of its disclosure by the UK Sport and was not otherwise acquired by Panel Member from UK Sport or NGBs under any obligations of confidence;

(c) is at any time after the date of this Agreement acquired by the Panel Member from a third party having the right to disclose the same to UK Sport without breach of any obligation owed by that party to UK Sport; or

(d) is required to be disclosed by applicable law or order of a court of competent jurisdiction or any governmental entity.

**"Data Subject"** an individual who is the subject of Personal Data.

**"Mission 2012"** means the process designed to focus on elements of the performance system in NGBs, identifying best practice (as evidenced by NGBs), issues and challenges that NGBs face with the aim, where applicable, of seeking to identify how these may be resolved efficiently and effectively in order to achieve their performance ambitions.

**"NGB"** means the organisation [responsible for its sport (including athletes) in the United Kingdom] or [an organisation that is in receipt of World Class Performance Programme funding from UK Sport].

**"Panel Terms of Reference"** means the terms of reference of the Panel of June 2009 as amended from time to time by UK Sport.

**"Personal Data"** the meaning set out in the Data Protection Act 1998 and relates only to personal data of which UK Sport is the data controller (as such term is defined in the Data Protection Act 1998) and in relation to which Panel Member is providing Services.

**"Processing" and "Process"** the meaning set out in the Data Protection Act 1998.

**"Services"** the services to be provided by Panel Member during the term of this Agreement, as described in the Panel Terms of Reference.

- 1.2 Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, references to clauses and schedules are references to the clauses of and schedules to this Agreement;
- 1.3 Any reference to any enactment or statutory provision shall be deemed to include a reference to such enactment or statute as extended, re-enacted, consolidated, implemented or amended and to any subordinate legislation made under it; and
- 1.4 The word 'including' shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word 'include' and its derivatives shall be construed accordingly.

## **2 COMMENCEMENT AND DURATION**

This Agreement shall commence on the later of the dates on which it is signed by the parties and shall continue in full force until the Services have been completed unless or until terminated by UK Sport in accordance with clause 10.

## **3 SERVICES**

- 3.1 Panel Member shall provide the Services:
  - (a) to the standards expected of an expert adviser in the context described in the Panel Terms of Reference and using all reasonable skill and care;
  - (b) in accordance with any timetable specified by the Panel Chair. Where a timetable is not specified, Panel Member shall provide the Services within a reasonable time; and
  - (c) in accordance with UK Sport's policies on Data Protection and Privacy Confidentiality as amended from time to time, or such other policies as UK Sport may notify the Panel Member of from time to time.

## **4 OBLIGATIONS OF PANEL MEMBER**

- 4.1 Panel Member undertakes that;
  - (a) he/she will not use the Confidential Information or any part of it for any purposes other than those required to fulfil the duties of the role and permitted by this Agreement

- (b) he/she will, under this Agreement or at any time during the term of this Agreement, keep and maintain all Confidential Information that comes into the Panel Member's possession, knowledge or control, whether directly or indirectly, in connection with this Agreement in secret and confidence and shall not disclose or share such Confidential Information with any third party in any circumstances whatsoever other than in so far as this may be required for the proper operation of this Agreement and then only with UK Sport's prior consent and under appropriate confidentiality provisions approved by UK Sport;
  - (c) he/she shall process the Confidential Information strictly in accordance with the terms of this Agreement and UK Sport's instructions from time to time; and
  - (d) he/she have full legal authority to enter into this Agreement.
- 4.2 The Panel Member shall ensure that only he/she shall have access to the Confidential Information.
- 4.3 The Panel Member undertakes to process any Personal Data only in accordance with the laws of the United Kingdom. Panel Member shall not under any circumstances transfer the Personal Data outside the European Economic Area unless authorised in writing to do so by UK Sport.
- 4.4 The Panel Member hereby agrees to assist UK Sport promptly with all subject access requests which may be received by UK Sport from Data Subjects and any Freedom of Information Act 2000 requests received from third parties. UK Sport shall reimburse Panel Member for any reasonable costs which Panel Member incurs in complying with this requirement to the extent that such costs are not covered by the payment of the Charges.
- 4.5 Panel Member undertakes that it shall not use the Confidential Information for any purposes which may be inconsistent with those notified to them by UK Sport.
- 4.6 Panel Member shall promptly carry out any request from UK Sport requiring the Panel Member to cease using, amend, transfer, return or delete the Confidential Information or any part of the Confidential Information.
- 4.7 If requested in writing by UK Sport from time to time, Panel Member shall provide to UK Sport:
- (a) a copy of the Confidential Information;
  - (b) a copy of any information that is the subject of a Freedom of Information Act 2000 request;
- in the format and on the media reasonably specified by UK Sport.
- 4.8 The Panel Member shall promptly notify UK Sport, and prior to any disclosure, if any Confidential Information is required by law to be disclosed by it or any other person receiving it under or pursuant to this Agreement and shall co-operate with UK Sport

regarding the manner of such disclosure (but without prejudice to any obligation to comply with any law).

- 4.9 In the event of an unauthorised disclosure or use of the Confidential Information occurring directly or indirectly through a disclosure made to the Panel Member the Panel Member shall assist UK Sport in recovering and/or preventing the use, dissemination sale or other disposal of the Confidential Information.
- 4.10 Panel Member agrees to comply with the obligation under this Agreement for a period of 8 years from the date of termination of this Agreement for whatever reason, or for as long as the Confidential Information remains confidential, whichever is longer.

## **5 OBLIGATIONS OF UK SPORT**

- 5.1 UK Sport shall provide the Panel Member with such information as Panel Member may reasonably require for the purpose of providing the Services.
- 5.2 The instructions given by UK Sport to Panel Member in respect of the Personal Data shall at all times be in accordance with the laws of the United Kingdom.

## **6 WARRANTIES**

- 6.1 Panel Member warrants that it will carry out the Services in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments which Panel Member is aware are applicable or which it is notified by UK Sport are applicable.
- 6.2 Panel Member warrants that it shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of Confidential Information and against the accidental loss or destruction of, or damage to, Confidential Information (including adequate back up procedures and disaster recovery systems).

## **7 OWNERSHIP AND LICENCE**

- 7.1 Panel Member acknowledges and agrees that UK Sport retains all rights, title and interest in and to the Confidential Information, including any copyright and database rights.
- 7.2 If Panel Member creates any intellectual property rights, including copyright and database rights, in the course of providing the Services, Panel Member hereby assigns such intellectual property rights to UK Sport with full title guarantee, free from third-party rights and for the full term during which those rights and any renewals or extensions subsist.

## **8 CHARGES**

- 8.1 UK Sport shall pay the Charges to Panel Member for the performance of the Services as specified in the Panel Terms of Reference.



- 8.2 The Charges shall be paid in pounds sterling and are exclusive of VAT or any similar sale or transaction-based tax where applicable and chargeable on the value of the Services performed.

## **9 CONFIDENTIALITY**

- 9.1 This Agreement shall remain confidential and shall not be disclosed to any third party save where either party:

9.1.1 requires its disclosure for obtaining professional advice; or

9.1.2 is required to disclose this Agreement by applicable law or order of a court of competent jurisdiction or any governmental entity.

- 9.2 The terms of clause 9.1 shall survive termination of this Agreement.

## **10 TERMINATION OR SUSPENSION**

- 10.1 UK Sport may terminate this Agreement for convenience and without cause by giving to Panel Member not less than 1 month's written notice specifying the termination date and paying to Panel Member any undisputed amounts due for the Services received up to the termination date. Upon termination, Panel Member shall refund to UK Sport a pro rata share of any Charges prepaid by UK Sport for Services to be provided after the termination date.

- 10.2 UK Sport may at any time by written notice to Panel Member, require Panel Member to:

- (a) immediately suspend all or any part of the Services; and/or
- (b) resume all or any part of the suspended Services as soon as practicable after receipt of UK Sport's notice or as may otherwise be agreed between the parties.

- 10.3 The following events will allow either UK Sport or Panel Member to terminate this Agreement immediately on giving written notice to the other:

- (a) non-performance or material breach of any provision of this Agreement which the party in breach has failed to remedy as soon as practicable (where it is capable of remedy) and, in any case, within 30 days of receipt of notice of the breach; or
- (b) material breach of any provision of this Agreement which is not capable of being cured, including any breach of the confidentiality provisions set out in clause 9; or
- (c) repeated breaches of duties or obligations under this Agreement (regardless of whether these breaches are individually cured or otherwise resolved), the cumulative effect of which shall be deemed to be a material breach of this Agreement; or

- (d) a resolution is passed or an order is made for the winding up of the other party (otherwise than for the purposes of solvent amalgamation or reconstruction) or the other party becomes subject to an administration order or a receiver or administrative receiver is appointed or an encumbrancer takes possession of any of the other party's property or assets or if the other party is dissolved or similar event in relation to an individual.

## **11 CONSEQUENCES OF TERMINATION**

11.1 On termination of this Agreement, for whatever reason, Panel Member shall:

- (a) immediately cease to use the Confidential Information (including the Personal Data);
- (b) at UK Sport's option either delete or arrange for the prompt and safe return to UK Sport of all Confidential Information (including the Personal Data and any copies), together with any other information or materials which have been created by Panel Member in the course of providing the Services which are in Panel Member's possession or control; and
- (c) certify that all copies of the Personal Data and Confidential Information have been returned or destroyed in compliance with this clause 11.

## **12 WAIVER**

Failure by either party to exercise or enforce any rights available to that party or the giving of any forbearance, delay or indulgence shall not be construed as a waiver of that party's rights under this Agreement.

## **13 PARTNERSHIP OR AGENCY**

Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified in this Agreement.

## **14 ASSIGNMENT**

Panel Member may not assign all or any part of this Agreement without the prior written consent of UK Sport.

## **15 THIRD-PARTY RIGHTS**

15.1 Subject to clause 15.2, a person who is not a party to this Agreement shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Agreement without the express prior written agreement of the parties which agreement must refer to this clause 15.1.

- 15.2 Notwithstanding clause 15.1, this Agreement is entered into for the benefit of the Data Subject and the Data Subject is hereby entitled to enforce the provisions of this Agreement as a third party beneficiary.

## **16 INVALIDITY AND SEVERABILITY**

If any provision of this Agreement shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law such provision or part shall, to the extent it is held to be illegal or unenforceable, be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected. If any provision or part of this Agreement is severed as illegal or unenforceable, the parties shall seek to agree to modify this Agreement to the extent necessary to render it lawful and enforceable and as nearly as possible to reflect the intentions of the parties embodied in this Agreement including the illegal or unenforceable provision or part.

## **17 ENTIRE AGREEMENT**

This Agreement and the documents attached to or referred to in this Agreement shall constitute the entire understanding between the parties in relation to the use, processing and transfer of any Personal Data which are the subject of this Agreement and shall supersede all prior agreements, negotiations and discussions between the parties, provided that nothing in this clause shall exclude any liability which either party may have to the other in respect of any statements made fraudulently by the other prior to the date of this Agreement.

## **18 NOTICES**

Notices shall be in writing and shall be sent to the other party marked for the attention of the person at the address set out at the beginning of this Agreement. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 48 hours after posting and correctly directed facsimile transmissions shall be deemed to have been delivered instantaneously on transmission providing that they are confirmed within 48 hours by first-class mail confirmation of a copy.

## **19 GOVERNING LAW**

- 19.1 This Agreement shall be governed by and construed in accordance with English law and each party hereby submits to the non-exclusive jurisdiction of the English courts.
- 19.2 This Agreement shall be fully executed by the parties' authorised representatives on the later of the dates set out below.

**SIGNED** by **[SIGNATORY]** for and on behalf  
of **UK SPORT** in the presence of:

**Witness**

Signature :  
Name :  
Occupation :  
Address :

**SIGNED** by **[SIGNATORY]** [in the presence  
of:

**Witness**

Signature :  
Name :  
Occupation :  
Address :

IN THE MATTER OF AN APPEAL TO THE FIRST TIER TRIBUNAL  
(INFORMATION RIGHTS) UNDER SECTION 57 OF THE FREEDOM OF  
INFORMATION ACT 2000

EA/2010/0162

B E T W E E N :-

MR C ZACHARIDES

Appellant

-and-

THE INFORMATION COMMISSIONER

Respondent

-and-

THE UK SPORTS COUNCIL

Additional Party

---

EXHIBIT PK5 TO WITNESS STATEMENT OF PETER KEEN  
(Extract Slide from Mission 2012 Stakeholder Briefing Session)

---

## Is it really going to be different?

- You determine the level of engagement with the process!
- Seeing the challenge in 3 Dimensions
- A common language for discussing performance and progression - better communication
- Improved mobility - changing fast when needed, hence the need to monitor in real-time
- Being smarter than the opposition

