



## INSTRUCTIONS

### TEMPLATE DATA SHARING AGREEMENT

The template Data Sharing Agreement that follows is intended to promote responsible data practices and sharing between organisations in the nonprofit sector, and where applicable their private sector partners. It borrows from corporate best practices and approaches, and is intended as:

- 1) a **transactional roadmap** for responsible data sharing in a given context;
- 2) an **educational tool** for organisations to understand obligations in this area;
- 3) requiring **early and deep discussion and due diligence** of expectations around approaches, policies and procedures and related roles and responsibilities amongst the parties; and
- 4) a **starting point for negotiations** of an eventual written agreement between the parties. Each provision must be carefully considered and it is not just appropriate but **necessary** for modifications (both additions and deletions) to be made based on context and the views of the parties. Footnotes should be deleted. Nothing in this template is fixed or pre-determined and it is intended only to assist the parties by providing them with a basis for discussion.

This template agreement contemplates considerable ethical, programmatic, and legal responsibilities, and should **only be utilised in close consultation with appropriate country office management, information technology/digital teams, and local and home office legal counsel at each participating organisation/company**. This agreement requires discussion and modification, and application to each specific context and party.

In addition to the body of the text, careful attention should be paid to the footnotes. These provide, for example, factors to be considered in reviewing the template and explanations regarding certain provisions. They are intended to assist the reader in analysing the points at issue in the template.

While the parties signing the agreement will generally be sharing personal information that has already been collected, the following page provides a basic template form of

consent that organisations may wish to consider adapting for use when collecting personal information. Like the agreement itself, the form of consent is a mere template that should be carefully reviewed and modified to ensure its suitability for the specific context in which it is being used.

**THIS DATA SHARING AGREEMENT** (this “**Agreement**”) is made among the undersigned parties (each a “**Party**”; and, collectively, the “**Parties**”).<sup>1</sup>

- A. The Parties are **Mercy Corps and XXXX**;<sup>2</sup>
- B. The Parties are currently operating in **<●>**;<sup>3</sup> (the “**Jurisdiction**”);
- C. The Parties intend to share Personal Information (as defined below), on the terms set forth in this Agreement, in order to advance the program or other purpose described in Schedule A (the “**Purpose**”);

The Parties hereby agree as follows:

## 1. INTERPRETATION

- (a) **Definitions:** In this Agreement (which includes its schedules), the following terms shall have the meanings indicated below:

“**Business Day**” means any calendar day except for Saturday or Sunday<sup>4</sup> or any day when banks are generally closed for business in the Jurisdiction.

“**Confidential Information**”<sup>5</sup> means this Agreement and all data and information relating to the business and management of any Party (including, without limitation, information pertaining to its programs, initiatives, properties, donors, contributions, grantors, clients, business plans or objectives), data analyses or insights, and any information and data included therein or derived therefrom and the form, format, mode or method of compilation, selection, configuration, presentation or expression thereof, or any other Intellectual Property of such Party; provided, however, that Confidential Information shall not include any data or information which:

- (i) is or becomes publicly available through no fault of a receiving Party;
- (ii) is disclosed to a receiving Party by a third party under no obligation of confidentiality to the applicable disclosing Party;
- (iii) is independently developed by a receiving Party without reference to the information provided by the applicable disclosing Party;
- (iv) is already known or in the possession of a receiving Party prior to receipt of the information from a disclosing Party; or
- (v) is Personal Information.

“**Data Breach**” means any unauthorized use, disclosure or other handling of Shared Information.

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<sup>1</sup> This Agreement governs the sharing of Personal Information (see footnote 6 for more details on what constitutes Personal Information). It can be used irrespective of the number of Parties, whether they are for-profit or non-profit, where they are based or operating, the nature of their activities, whether disclosure is unilateral or multilateral, and whether disclosure is one-time or ongoing. It is a template that needs to be adapted for each situation, in light of the circumstances of the data sharing arrangement and the Parties. It should be used only after consulting appropriate members of management and legal counsel.

<sup>2</sup> This text should describe the activities of the Parties as specifically as possible (for example, “non-profit organizations that provide relief and assistance to persons in need,” “non-profit organizations that provide emergency food relief to refugees displaced by war” or “a non-profit organization providing medical services in developing countries and a telecommunications service provider operating in the Middle East.”).

<sup>3</sup> This should refer both to the country and any sub-national jurisdiction (state, province, governorate, etc.).

<sup>4</sup> Modify to reflect the weekend in the Jurisdiction if it is observed on different days (often the case in Muslim countries).

<sup>5</sup> If the Parties have already entered into a non-disclosure agreement that governs the handling of Confidential Information, delete this definition, the reference to Confidential Information at subparagraph 6(e)(iii), and article 7.

**“Disclosing Party”** means a Party in its capacity as a discloser of Shared Information.

**“Effective Date”** means the date indicated immediately above the signatures to this Agreement.

**“Intellectual Property”** means any property, tangible or intangible, that may be subject to intellectual property rights of any kind (including without limitation copyrights, trademarks and patents) and includes, without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software, tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.

**“Intellectual Property Rights”** means: (a) any and all proprietary rights anywhere in the world provided under (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) trade secret law; or (vi) any other statutory provision or common law principle applicable to the Parties and their assets that may provide a right in either Intellectual Property or its expression or use; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

**“Lead Agency”** means **Mercy Corps**.

**“Partner Agency”** means any Party hereto that is not the Lead Agency.

**“Person”** means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, firm, limited liability company, corporation, body corporate, trustee, trust, governmental authority or other entity or organization.

**“Personal Information”** means any information relating to an identifiable individual.<sup>6</sup>

**“Receiving Party”** means a Party in its capacity as the recipient of Shared Information.

**“Shared Information”** means the Personal Information in a Party’s possession described in Schedule B, regarding the categories of individuals described in Schedule C.

- (b) **Headings:** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreement supplemental hereto.
- (c) **Severability:** If any provision (or any portion of a provision) of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.

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<sup>6</sup> Depending on the jurisdiction and the applicable law, Personal Information may include names, signatures, addresses, telephone numbers, e-mail addresses, personal identification numbers, government-issued identification numbers, financial account numbers, biometric or health data and other personal or unique identifiers. Information that cannot be related to an identifiable individual does not constitute Personal Information. This includes Personal Information that has been stripped of identifying details such that it has become impossible to determine to whom it relates (bearing in mind that, for example, simply removing the name from a file would be insufficient if other details in the file such as age, address, date of birth, etc. enable the reader to identify the individual). Information that is not Personal Information may be Confidential Information (for example, statistical data, business methods, etc.), in which case it would not be governed by the provisions relating to Personal Information but would remain subject to those relating to Confidential Information. Information that is neither Personal nor Confidential Information (for example, the list of countries where a business operates available on its website) would not be governed by this Agreement at all.

(d) Singular and Plural: As the context may require, the singular may be read as the plural and vice-versa.

## 2. RELEVANT DATA FIELDS

a) Each Party agrees to digitally collect and store and share the data and metadata outlined in Schedule B.

## 3. Purpose; Deduplication Process

~~(a) The Lead Agency has operational responsibility for establishing, hosting, and maintaining the country specific centralised database of Shared Information, and accordingly, shall~~

~~i) establish and maintain (according to standards outlined in Schedule C-2) the centralised community registry containing the Shared Information of all Member Agencies~~

~~ii) either create and maintain an application programming interface (API) using the globally available CCD API script to connect the centralised CCD community registry to each agency or contract a CCD globally approved third party entity to build the API~~

~~(b) Partner Agency shall:~~

~~(i) Work with the Lead Agency to connect the CCD API to their database enabling Shared Information to be transferred and shared with the Lead Agency;~~

~~(ii) Ensure there are no duplicate records in their database prior to sharing the Shared Information with the Lead Agency~~

~~(iii) Appoint a Contact Person as per section 5(e) to resolve any potential duplicates with respect to the Shared Information submitted by another Member Agency.~~

## 4. DATA SHARING

(a) Sharing: Each Member Agency hereby grants to the Lead Agency a right of use and access to its Shared Information (including any necessary Intellectual Property Rights) or portions thereof, exclusively for the Purpose. Each Member Agency shall provide the Lead Agency with access<sup>7</sup> to that Shared Information and do all things necessary to give effect to such access. The Lead Agency shall not use any Shared Information provided to it by a Member Agency for any purpose other than the Purpose and shall disclose the Shared Information, to the extent necessary, only to those Persons identified at Schedule D. The Lead Agency shall be responsible for ensuring that any disclosure it makes of Shared Information complies with applicable law.<sup>8</sup>

(b) Access: The Lead Agency shall take proactive measures to ensure that access to the Shared Information shared with it by a Member Agency is strictly limited to Persons who are required to have such access for the Purpose, and that such authorized Persons do not access, use or disclose the Shared Information for any purpose other than the Purpose.

(c) Retention: Except as may be strictly required under applicable law,<sup>9</sup> the Lead Agency shall retain Shared Information only for so long as it is necessary or useful to give effect to the Purpose or otherwise required

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<sup>7</sup> Access can take any number of forms, including physical consultation of paper documents, electronic transfer, creation of a shared database, algorithmic querying, etc. If necessary, the specific form of access contemplated here can be set forth at Schedule A.

<sup>8</sup> Applicable law may impose additional restrictions on cross-border transfers (including both international and domestic borders, such as from one province or state to another). Such restrictions may for example include a requirement to ensure that the Personal Information continues to benefit from the same level of protection against disclosure without consent that it had in the originating jurisdiction. This can be a particular issue when disclosing or transferring data to the United States. Imposing contractual restrictions against unauthorized disclosure may help mitigate this risk.

<sup>9</sup> See footnote 19 for more details regarding the concept of applicable law.

under applicable law or contractual requirements, at which time such Shared Information shall be destroyed in accordance with Section 6(e).

## 5. DATA PROTECTION AND AUDIT RIGHTS

- (a) **Security:** The Lead Agency shall implement and maintain all physical, organizational and technological security measures and safeguards that are necessary or appropriate to prevent unauthorized access, disclosure, destruction, loss or alteration of any Shared Information, including without limitation those set forth in Schedule E. The Lead Agency shall take all reasonable measures to ensure that each access to Shared Information is recorded, including for the purpose of giving maximum practicable effect to the audit rights set forth at Section 5(d).<sup>10</sup>
- (b) **Compliance:** Each Party shall, in connection with this Agreement, comply with all applicable laws, rules, and regulations, including, without limitation, those governing Personal Information.<sup>11</sup> Without limiting the generality of the foregoing, by sharing Shared Information each Member Agency represents and warrants to the Lead Agency to whom it discloses Shared Information, in respect only of such Shared Information, that the Member Agency has implemented all legally required safeguards, received all consents,<sup>12</sup> licenses, permits, or other authorizations necessary or appropriate to enable it to lawfully collect, use and share such Shared Information, as well as to enable the Lead Agency to use and access it as contemplated under Section 4(a). The Lead Agency shall not combine the Shared Information with any other information or data except as contemplated under this Agreement.
- (c) **Data Breach:** The Lead Agency shall promptly notify other Parties in accordance with section 9(e) of any Data Breach. Such notice shall be given within one<sup>13</sup> Business Day of the Lead Agency becoming aware of the Data Breach, except in the case of High-Risk Personal Information in which case notification shall be immediate. In the event of a Data Breach, the Lead Agency shall take all measures that are reasonably required to prevent any recurrence thereof and otherwise cooperate fully with each Member Agency from whom it has received Shared Information as necessary to protect each such Member Agency to the extent that it is affected by the Data Breach. The Lead Agency shall contain and make all reasonable efforts to remedy or reduce the impact of a Data Breach and take all steps as may be reasonably requested by each Member Agency from whom it has received Shared Information, including but not limited to any steps required under applicable law or required to enable each such Member Agency to comply with such law. The Lead Agency shall strictly comply with each Member Agency's instructions in responding to a Data Breach, except to the extent that (a) the Lead Agency's legal counsel has advised it in writing that those instructions are contrary to applicable law (and in which case the Member Agency shall provide the Lead Agency with a copy of such advice) or (b) such instructions are contradictory, in which case the Lead Agency shall comply with the instructions that it determines in good faith are most appropriate under the circumstances and promptly advise each such Member Agency of that determination; in making any such determination, the Lead Agency shall place the highest priority on

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<sup>10</sup> Section 5(d) allows each Party to audit the others' compliance with this Agreement. In order to facilitate such an audit, it is important that each Party keep track of who has accessed the Personal Information shared with it under this Agreement.

<sup>11</sup> This obligation serves as a catch-all that would put a Party in default for breach of any applicable law, thereby giving each other Party an "out" if the breach is material.

<sup>12</sup> While the standard for consent will vary depending on the applicable law (see footnote 19), it will generally be a function of the sensitivity of the information and the extent to which an individual would expect the information to be used for a given purpose (implied consent can be sufficient if for example the information is non-sensitive and the use being made is one that is obvious to the individual at the time of collection. Conversely, explicit consent is more likely to be required if the use would come as a surprise to the individual. Those factors can also affect the form and substance required for explicit consent. Note that applicable law may allow Personal Information to be collected, used or shared without consent in certain situations. A Party that properly relies on such an exception is in compliance with this obligation. Note also that donor consent may be required as a condition of an organization's grants or contracts.

<sup>13</sup> If this time period is unrealistic, it can be increased but should be as brief as possible under the circumstances. The sooner a Data Breach is notified, the sooner the Disclosing Party can work to contain it. If the notice period is too long, by the time the Disclosing Party is aware of the Data Breach it will be too late to do anything about it.

the protection of the rights of the individuals whose Personal Information was the object of the Data Breach.

- (d) Audit: Each Member Agency shall have the right to make visits, on 10 Business Days' notice and during business hours (except in case of emergency, in which case such visits may occur unannounced and at any time), to the premises and sites of the Lead Agency for purposes of inspection (including of all computer equipment) and to review the security arrangements that the Lead Agency is maintaining with respect to Shared Information. The Lead Agency shall fully and promptly cooperate with, and assist, each Member Agency from whom it has received Shared Information in completing those inspections. Each Member Agency may exercise its audit right either directly or through a third party whose services it has retained for that purpose.<sup>14</sup>
- (e) Contact Person: Each Party shall appoint and identify to the Lead Agency an individual (the "**Contact Person**") who shall be responsible for overseeing and ensuring that Party's compliance with this Agreement. The Contact Person's position and authority shall be sufficient to enable them to properly carry on such oversight and provide such assurance. The Contact Person of a Party shall, upon request by another Party, provide a signed certificate attesting on behalf of that Contact Person's Party that it is in full compliance with its obligations hereunder.<sup>15</sup>

The Contact Person shall also have the responsibility of resolving potential duplicates of Shared Information with the Lead Agency.

- (f) Access Rights: A Member Agency shall notify the Lead Agency upon receipt of any request from an individual for access to, or rectification or deletion of, that individual's Shared Information received from such Member Agency. The Lead Agency and applicable Member Agency shall comply with all of their respective legal obligations under applicable law governing such a request and shall keep each other informed in that regard. Any rectification or deletion of Shared Information by the Lead Agency or applicable Member Agency shall be effected in conjunction with the other Party such that the Personal Information is rectified or deleted by both such Parties.

## 6. TERM AND TERMINATION<sup>16</sup>

- (a) Initial Term: The term of this Agreement shall commence on the Effective Date and shall continue for a period of 30 days (the "**Initial Term**"), unless terminated earlier in accordance with the provisions of this Agreement.
- (b) Renewal Term: This Agreement shall automatically renew for successive renewal terms of 30 days each (each, a "**Renewal Term**"), unless a Party notifies each other Parties at least 15 days prior to the expiration of the Initial Term or the then Renewal Term, as the case may be, of that Party's desire not to renew this Agreement (the Initial Term and any Renewal Terms collectively referred to as the "**Term**").
- (c) Termination for Breach: Subject to Sections 6(e) and 6(f), a Party may terminate this Agreement, without prejudice to enforcement of any other legal right or remedy, immediately upon giving written notice of such termination if another Party is in material breach of any provision of this Agreement (including the occurrence of a Data Breach) and such breach continues for a period of 10 days after delivery of a written notice by any non-breaching Party requiring such breaching Party to correct such failure. The aforementioned 10-day cure period shall not apply to a breach hereof that, in the terminating Party's

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<sup>14</sup> Consider scheduling regular audits at monthly or annual intervals. No change to this document would be required; a Disclosing Party merely needs to inform a Receiving Party of its intention to do so.

<sup>15</sup> In order to give effect to this provision, a Party's Contact Person needs to be in a position to monitor its compliance with this Agreement and to sign on its behalf that the Party is complying with its terms. The Contact Person therefore needs, among other things, to be a senior representative of the Party and also to be familiar with this Agreement and applicable law.

<sup>16</sup> The Term is structured as a 30-day period with unlimited 30-day renewals because in certain jurisdictions contracts with an indefinite term are invalid.

reasonable opinion, may jeopardize the health, safety or well-being of the individual(s) whose Personal Information is in the breaching Party's possession.

- (d) Waiver: A Party's waiver of a breach or default of any provision of this Agreement by another Party shall not be effective unless in writing and shall not be construed as a waiver of any succeeding breach of the same or of any other provision. Nor shall any delay or omission on the part of any Party to exercise or avail itself of any right, power or privilege by such Party shall constitute a waiver.
- (e) Effect of Termination:
  - (i) In the event of a termination for breach under Section 6(c) of this Agreement, such termination shall only have effect with respect to the breaching Party, and this Agreement shall, subject to Section 6(f) below, thereby cease to have effect in respect of that breaching Party but shall survive and remain in force among the non-breaching Parties.
  - (ii) In all other cases of termination, this Agreement shall, subject to Section 6(f) of this Agreement, cease to have effect in respect of a terminating Party but shall survive and remain in force with respect to the non-terminating Parties.
  - (iii) Upon the termination of this Agreement for any reason, the Lead Agency shall, unless otherwise agreed between the relevant Parties, immediately destroy all Shared Information that was disclosed to it by a Member Agency, as well as all Confidential Information of each other Party, and provide each other Party with a certificate to that effect signed by the Contact Person or another individual acceptable to that Party.
- (f) Survival of Covenants: Notwithstanding the termination or expiration of this Agreement for any reason with respect to any Party, the covenants set out in Sections 5, 6, 8, and 9 of this Agreement shall survive any such termination or expiration.

## 7. CONFIDENTIALITY

- (a) Obligation: Each Party acknowledges that the Confidential Information of any and all other Parties is confidential and proprietary information of each such other Party, respectively, as the case may be. Each Party shall hold, and shall cause its employees, agents and contractors to hold, Confidential Information of each other Parties in confidence and shall use the same degree of care, by instruction, agreement or otherwise, to maintain the confidentiality of each other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. No Party shall make use of another's Confidential Information other than to advance the Purpose, nor shall it release, disclose, communicate it or make it available to any third party other than its employees, agents and contractors who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.
- (b) Subpoena: Section 9(c) shall apply, with the necessary modifications, to any request that a Party may receive to disclose all or any part of another Party's Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental or regulatory body.

## 8. INTELLECTUAL PROPERTY

- (a) The Parties acknowledge that each owns all worldwide right, title and interest, including all Intellectual Property Rights, in and to its respective Intellectual Property and Shared Information. Except for the express rights and licenses granted herein (including without limitation those granted in Section 4(a)), this Agreement does not grant any Party any rights, title or ownership interests of any kind whatsoever, express or implied, in another's Intellectual Property or Shared Information.



## 9. MISCELLANEOUS

- (a) Minimum Standards: Without prejudice to any obligation it may have under this Agreement, in storing, securing and otherwise handling Shared Information, a Receiving Party shall maintain a standard of care that is no less than the standard it normally exercises to handle Personal Information in its possession.
- (b) Injunctive Relief: Each Party acknowledges that any breach will cause irreparable damage to the other Parties, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. A Party may seek an injunction to restrain any and all other Parties from any such breach and pursue all remedies available to it for a breach or threatened breach of another Party's obligations under this Agreement.
- (c) Subpoena: If a Party receives a request to disclose all or any part of any Shared Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental or regulatory body, that Party shall: (i) immediately notify that other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with such other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Shared Information is required, exercise its commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Shared Information which that other Party so designates.
- (d) Accuracy: Each Member Agency represents and warrants to the Lead Agency and each other Member Agency, in respect only of that Member Agency's Shared Information, that it has used reasonable efforts to confirm the completeness and accuracy of all such Shared Information and to keep that Shared Information up-to-date, such that the Shared Information is sufficiently complete, accurate and current to give effect to the Purpose.<sup>17</sup>
- (e) Notices: All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, if delivered by registered or certified mail, return receipt requested, or by a national courier service, or if sent by e-mail (receipt of which is confirmed), to the Party at the address set forth below the signatures below, or such other address as may be designated in writing hereafter, in the same manner, by such Party. Any such notification shall be addressed to the Contact Person and shall be deemed delivered: (a) upon receipt, if delivered personally or by e-mail, (b) on the next Business Day, if sent by national courier service for next Business Day delivery.
- (f) Entire Agreement: This Agreement, together with any agreements and other documents to be delivered pursuant hereto or thereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the Parties. Except as expressly provided in this Agreement, there are no representations, warranties, conditions other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement. The execution of this Agreement has not been induced by, nor does any Party rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgements not expressly made in this Agreement.
- (g) Governing Law: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Lebanon (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction).
- (h) Modification: This Agreement may be modified only upon written agreement by the Parties.

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<sup>17</sup> Acting on the basis of inaccurate or incomplete information could give rise to liability. If this obligation is considered particularly burdensome, instead of stating that the Disclosing Party has taken "reasonable efforts" consider identifying the specific steps that it has taken to ensure accurate information. At a minimum, for example, the Disclosing Party has presumably rejected information that on its face is incorrect (e.g., in the case of individuals giving information in person, a date of birth given by a young adult that would make him 60 years old).

- (i) **Assignment:** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of each other Party.
- (j) **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- (k) **No Partnership:** Nothing herein shall be deemed to constitute any Party as an agent, representative or employee of another Party, or a plurality of Parties as joint venturers or partners for any purpose. Each Party shall act solely as an independent contractor and shall not be responsible for the acts or omissions of any other Party. No Party will have the authority or right to represent or obligate any other Party in any way.

This Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_.

**NAME OF PARTY 1:**

**NAME OF PARTY 2:**

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Title:

Title:

Address:

Address:

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Email of Contact Person:

Email of Contact Person:

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## SCHEDULE A

### Purpose

Under the ECHO-funded “Services and Assistance For Enabling Recovery (SAFER)” project, Mercy Corps will provide multi-purpose cash transfers to some of Lebanon’s most vulnerable households affected by the multiple crises in Lebanon, and that are not served by other cash actors to help them meet their basic needs. Building on analysis from our in-house Lebanon Crisis Analytics Team (LCAT) to identify targeted areas in Bekaa and Baalbek El-Hermel, Mercy Corps will employ vulnerability-based targeting to select households for assistance. To facilitate an exit strategy from cash assistance, Mercy Corps will also apply a referral mechanism with other key actors in targeted areas, particularly livelihoods programming for those eligible as well as social safety nets.

Members of the CCD in <country> will share Shared Information (as defined herein) with the designated Lead Agency at a country consortium level of programming participants of CCD jointly implemented projects in order to avoid duplicative registrations and/or enrollment in cash programming of **individuals** (not households) (the “Purpose”);

For the avoidance of doubt, the following purpose statements have been agreed:

- Each Member Agency will share with the Lead Agency the **minimum** data required to achieve the Purpose. Therefore, only the data fields set forth in Schedule B will be shared.
- We are deduplicating **individuals** not households
- Biometrics will **not** be a requirement for collection or sharing
- This agreement is technology **agnostic**;
- Digital data collection and registration **is** a CCD requirement.

## SCHEDULE B

### Personal Information<sup>18</sup>

#### Mandatory Data Fields for Collection and Sharing

1. *first\_name*
  - a. String of characters
2. *family-name*
  - a. String of characters
3. *gender*
  - a. Male/Female/Other
  - b. Captured as multiple choice
4. *date\_of\_birth*
  - a. Stored in the International date format YYYY-MM-DD; however can be captured as a number (i.e. 34)
  - b. (if unknown, 1 Jan 1900 for adult, 1 Jan 2010 for child)
  - c. Numerical string
5. *place\_of\_birth*
  - a. If in country of operations, captured by choosing from standardised drop-down list as determined by country consortium
  - b. If born outside of country of operations, chosen from **drop-down** list of countries
6. *community\_id*
  - a. Current location(community) person(s) resides. These can be permanent settlements like villages and hamlets or temporary housing establishments like refugee camps and temporary shelters for survivors of disasters
  - b. Captured by choosing from standardised **drop-down** list as determined by country consortium
7. *mobile\_phone\_id*
  - a. *Mobile Phone number of person*
  - b. *Captured as a numerical string with no country code*
8. *hh\_size*
  - a. number of people living in same location
  - b. captured as a numerical string
9. *Government issued identification document )if applicable)*
  - a. Need to capture both type and ID number
    - i. **gov\_id\_type**: Select from **drop-down** lists the types of government-issued ID that are applicable for the country (national identity card, passport, etc.)
    - ii. **gov\_id**: identification number of ID (i.e. passport number) captured as alphanumeric string

#### Meta Data Fields for Sharing

1. *registering\_org*
  - o name of organisation creating original record of person
2. *timestamp\_original*
  - o Time/Date record set created
3. *modifying\_org*
  - o name of organisation modifying record
4. *timestamp\_mod*
  - o Time/Date record set modified

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<sup>18</sup> This schedule must provide an exhaustive list of all personal information to be shared between the Parties (for example, name, address, sex, phone number, ethnicity, profession, etc.). If new Personal Information is to be shared after this Agreement is signed, this schedule must be amended. All High-Risk Personal Information (see Section 1(a)) should be explicitly identified as such.

5. reason\_mod

- o reason for modification

Retained Mandatory Data Fields (not shared)

1. consent\_to\_capture

- o Indicates if this person has given consent for their personal details to be captured and stored by organisation and shared with other agencies.

Retained Meta Data Fields (not shared)

- staff\_reg

- o name of staff member who is the original data collector

**Naming Conventions**

- Global conventions:
  - o System coding language = English
  - o Singular names are used for tables. Both table names and column names use lowercase letters only with words separated by underscores.
  - o Standardised list of country names
- CCD Country Consortium to agree
  - o User language determined by country CCD consortium
  - o Standardised list of place names with 3 levels of geo-hierarchy or administrative divisions in the country (i.e. country, province/state, district/municipal, etc.)
  - o Which gov't issued ID will be captured if present

## SCHEDULE C-1

### Categories of Individuals<sup>19</sup>

Categories of Individuals refers to individual beneficiaries receiving aid under the collective cash programming undertaken by the Parties.

## C-2

### **Technical Requirements and Modalities for Data Sharing**

Each Party is required to digitally collect, store and share the data outlined in Schedule B for all beneficiaries participating in the CCD project(s). Each Party may choose which digital data collection system they prefer to use for their organisational processes.

As outlined above, the Lead Agency will create and maintain a community registry database for purposes of processing the Shared Information. It is expected that the costs associated with the creation and maintenance of the community registry will be written into the grant proposal and charged to the project budget.

The community registry database must meet the following requirements:

- The community registry database must
  - have an API to connect it to individual agency's databases
  - be coded using English
  - use singular names for tables. Both table names and column names use lowercase letters only with words separated by underscores.
  - use a standardised list of country names including 3 levels of administrative boundaries
- Security
  - All Sharing of data must be done through encrypted means
  - The community registry database must always be encrypted and meet the highest IT security ELAN<sup>20</sup> standards
- Database location
  - the community registry database must be hosted within the country in which the subject project is located unless explicit and written approval is obtained from all Parties to host it outside of the country of operations
- Access
  - Access to the community registry should be strictly limited to the appointed database manager in the Lead Agency. The individuals must be listed in Schedule D
- Duplicate checks
  - The Lead Agency shall perform duplication checks daily every evening
  - Potential duplicates shall be flagged to the database manager of the lead agency and the contact person at applicable Member Agency involved to resolve

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<sup>19</sup> This schedule must identify the categories of individuals whose Personal Information will be shared under this Agreement. For example, it could refer to all individuals receiving aid under the program described at Schedule A, or all individuals resident in a certain location, or who suffer from a specific condition or circumstance. Since the Parties presumably do not want to share all Personal Information in their possession (since some of it is likely irrelevant to the Purpose), this description is important since it will define whose Personal Information is to be shared. To the extent possible, categories of access should be defined (for example, who can modify or add to the information versus who can only access it, or who has full access to all information versus who can view only a portion of it). Consider creating and assigning categories of users such as "owner" (full access), "reader" (read-only access), etc.

<sup>20</sup> See <https://elan.cashlearning.org/>

- o Potential duplicates will be verified and resolved through a meeting (in person or virtually) among the Lead Agency and relevant Member Agencies involved. After verification and resolution is finalised,
  - i. If the record is a duplicate, one Member Agency (most likely the second Member Agency to add the relevant beneficiary) adds a note to the record in CCD project file indicating that the recipient is already registered with another CCD agency and therefore ineligible for aid through the CCD project.
  - ii. If the record is not a duplicate, each Member Agencies keeps its record, and each of the potential duplicate beneficiaries are included in the community registry database (if necessary, in a manner that distinguishes the entries from one another).

**SCHEDULE D**

**Permitted Disclosure**<sup>21</sup>

<b>Organization Name or Category of Persons</b>	<b>Location</b>

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<sup>21</sup> The column "Organization Name or Category of Persons" must specify to whom the Lead Agency may disclose Personal Information. It is preferable to list specific individuals or departments within an organization, rather than categories of people or organizations as a whole. It is vital for the disclosing Member Agency to ensure that it has all necessary consents and authorizations to allow the Lead Agency to disclose Personal Information to these people or categories of people. The column "Location" must specify where the organization or category of people are physically located, as this can affect what law applies to the disclosure of Personal Information to them. In completing this schedule, consider whether applicable law deems the transfer of Personal Information to a data processor (where Personal Information remains under the control of the transferor and not for some new use by the transferee) to be a use or a disclosure.



## SCHEDULE E

### Safeguards<sup>22</sup>

1. Locked file cabinets
2. Restricted access areas
3. Background checks for staff with access to Personal Information
4. Strong password requirements for computer access
5. All Sharing of data must be done through encrypted means
6. The community registry database must always be encrypted and meet the highest IT security ELAN<sup>23</sup> standards
- 7.

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<sup>22</sup> This schedule should list the physical and technological safeguards that each Party wishes the other Parties to use in protecting Personal Information. The list provided above includes examples and should be adapted as circumstances warrant.

<sup>23</sup> See <https://elan.cashlearning.org/>

## SCHEDULE F

### Template Privacy/Consent Statement<sup>24</sup>

#### <organisation>

<address>, <phone>, <e-mail>

<organisation> is part of the **Collaborative Cash Delivery (CCD) Network**. The other partners in the CCD Network are: <...list organisations>. The CCD partners are committed to ensuring fair distribution of humanitarian relief. This means that you can only receive financial assistance from one of the organisations in the CCD Network.

#### Why do we collect and share your personal data?

<organisation> collects, uses and shares personal data from recipients of financial assistance to verify their identity, establish eligibility, provide proof of delivery, deduplicate our lists and demonstrate fair distribution of financial assistance to our partners and donors. <organisation> will share your personal data with [Name], as the Lead Agency of the CCD Network in [Country], to confirm eligibility and that people registered as part of this programme will not be enrolled more than once.

#### What information do we collect?

<organisation> collects the following personal data <insert data fields>

Personal data shared with the CCD Lead Agency are: First name, family-name, gender, date of birth, place of birth, current residence, phone number, household size, identification document

#### Who has access to the data and for what purpose?

The following categories of persons within the CCD organisations will have access to my personal information: ●  
25

The CCD organisations will use my personal information for the following purposes (the “Purposes”): ●<sup>26</sup>

#### What is the legal basis for processing?

- **<Legitimate Interest or Consent>**: If you are included in our programme, we collect and use your personal data for legitimate purposes necessary to implement the programme. We ask your consent to process and share your personal data to verify your identity and that you are eligible for the assistance, ensure fair distribution of assistance and to support donor audits. When you sign the <distribution list/contract/this privacy notice>, you signify that you have read, or have had someone else read, this information to you, and agree to the processing of your personal data for the purposes stated in this privacy notice.

#### You have the right to:

- If you have concerns over the use of your personal data please speak with us. You can object to our use of your personal data at any time, rectify any inaccurate personal data you think we have, ask us to restrict our use of your personal data and ask for a copy of your personal data or deletion of your personal data. Where we discontinue the processing/use of your personal data we may not be able to provide you with assistance going forward.

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<sup>24</sup> It is essential to ensure that the individuals disclosing personal data/information understand the substance of this privacy statement.

<sup>25</sup> In preparing this list, consider the obligation set forth at section 4(b) of the Agreement.

<sup>26</sup> This list must also be exhaustive. For example, “To evaluate your medical needs and offer the care and services required to address them.”

To exercise these rights or if you would like to complain about the use of your personal data, you may contact **<organisation>** by phone, mail or email.<sup>27</sup> **<Organisation's>** data protection officer can be reached at **<contact details>**

**How long we will your personal data be processed?**

**<organisation>** and the Lead Agency of the **CCD Network** will process your personal data for the duration of the **<project name>** project **<estimate time>**. The information needed for donor audits (your name, signature and the received amount), will be deleted when the final audit is completed, normally **<x>** years after the end of the project.

**<if the lead agency is processing the deduplication and storing the shared data outside the national boundaries where the beneficiary is residing, the beneficiary needs to be made aware of this fact>**

**How will we secure your personal data?**

We are continuously implementing and updating administrative, technical, and physical security measures to protect your information. Some of these safeguards are firewalls, data encryption, contractual relationships, and information access controls.

I understand and agree to the terms outlined in this Privacy Statement.

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<sup>27</sup> Applicable law may require that a contact person be identified for various purposes, including those set forth above.