Annex 7. IFRC Standard Contract Template

*This model agreement for cash transfer services consists of five parts:1) The standard legal contract, 2) Annex A, the general terms and conditions, usually applicable to all service agreements, 3) Annex D, the Data Processing Agreement (the “DPA”), which forms an integral part of the present Agreement, 4) Annex E, IFRC Policy on the Protection of Personal Data (“Data Protection Policy”) and 5) Annexes B and C, the specific terms, depending on the delivery mechanism that will be used for the CBP.*

*This standard contract is designed to support rapid and initial programming by providing a template that has been developed and pre-approved by the IFRC Legal Department. Please note that if the terms and conditions need to be adapted for particular situations, the legal department should be contacted. That being said, it is not advisable to change any of the general terms and conditions*

*Please note that highlighted areas need to be filled in, prior to signature. Please note the authorization and approval levels and follow procedures for signature of the agreement, as per the Contract Approval Matrix (available on FedNet.)*

**Agreement for Cash Transfer Services**

|  |
| --- |
| **Agreement entered into between the International Federation of Red Cross and Red Crescent Societies** (‘Federation’ or ‘IFRC’)**and**(*insert name of service provider*)(‘Service Provider’) |
| **IFRC address and contact details** | (*insert relevant address, depending on which office is executing this contract*) |
| **Service provider address and contact details** | (*insert relevant address with all contact details)*  |
| **Service Provider Bank Account Details**  | *Payee name and address:**Bank account number**Bank account currency:**IBAN and SWIFT code:**Bank name and address:*Note: All transfers for this contract must be made to this account, and changes to the account details must be formalized by an addendum to the contract. |

|  |  |
| --- | --- |
| 1. **Service**
 | ***(insert relevant information on service provided including all roles and responsibilities undertaken by the Service Provider and amounts involved. The whole project description may be added in an annex as well.) (the ‘Services’)*** |
| 1. **Term**
 | This Agreement shall commence on (*insert date*) and shall expire on (*insert date*), unless sooner terminated under the terms of this Agreement. |
| 1. **Service Fee**
 | As full consideration for the Services performed by the Service Provider under the terms of this Agreement, upon certification that the Services have been satisfactorily performed, the IFRC shall pay the Service Provider: a total fee of (*insert total amount*) broke down as follows: (insert any transaction fee, unit cost in case of good or list of prices etc.)Payment schedule as follows: (insert amounts and dates of instalments)Payment will be made to the account designated in the Service Provider’s relevant invoice. |
| **4. Terms and conditions** | ***This Agreement is subject to the attached General Terms and Conditions as Annex A, the Data Processing Agreement at Annex D, the Data Protection Policy at Annex E, and, as applicable to the type of service to be provided in the following annexes, as Annexes B and C:***☐ *cash and/or commodity vouchers*☐ *cash distribution through a third party/transfer company* ***Please tick the appropriate box to indicate clearly the type of services and the additional conditions applicable to such service.***  |
| **5. Special Conditions / Amendments to the General Terms and Conditions Amended and/ or additional clauses** | ***[Parties may, depending on the context include special conditions of contract to be read in conjunction with the General Terms and Conditions of Contract and /or may explicitly modify the General Terms and Conditions subject to the approval of Legal Affairs].***  ***Example of an amendment:*** ***Clause 3 (g) of the General Terms and Conditions is deleted.*** ***Clause 4 (b) replaced with xxxxxxxxxxxxxx*** |

|  |
| --- |
| **For the IFRC**  |
| **Name and title** | **Date** | **Signature** |
|  |  |  |
|  |
| **For the Service Provider***I acknowledge that I have read and accept all terms and conditions of this agreement, including the attached General Terms and Conditions and specific conditions as per the annexes.* |
| **Name and Title** | **Date** | **Signature** |
|  |  |  |

ANNEX A: GENERAL TERMS AND CONDITIONS

1. LEGAL STATUS

 The Service Provider shall be considered as having the legal status of an independent service provider. Agents or employees of the Service Provider shall not be considered in any respect as being employed or in any manner officials or staff members of the IFRC.

2. ASSIGNMENT OF PERSONNEL

 The Service Provider shall not assign any persons other than those accepted by the IFRC for work performed under this Agreement.

3. OBLIGATIONS

 The Service Provider and all individuals assigned by it to perform services under this Agreement:

1. Shall neither seek nor accept instructions from any authority external to the IFRC in connection with the performance of its/their Services under this Agreement.
2. Shall refrain from any action which may adversely affect the IFRC and shall fulfil its/their commitments with the fullest regard for the interests of the IFRC.
3. Shall assure compliance with all applicable laws of the country where the Service Provider is registered as well as those in which the activities are performed.
4. Assure that all duties are conducted with integrity, free from any taint of dishonesty or corruption and that all persons are respected equally without any distinction or discrimination based on nationality, race, gender, religious beliefs, class or political opinions.
5. Shall not advertise or otherwise utilize to its/their advantage the fact that it is or has been a service provider with the IFRC.
6. Shall not, in any manner whatsoever use the name, emblem or official seal of the IFRC or any abbreviation of the name of the IFRC in connection with its business or otherwise, except as required for the fulfilment of its contractual duties hereunder and then only with the express prior written approval of the IFRC Secretary General or his/her designate.
7. Shall not communicate at any time to any other person (legal or natural), Government, National Society or authority external to the IFRC any information known to it/them by reason of its/their association with the IFRC which has not been made public, except in the course of their duties or by authorisation of the IFRC Secretary General or his/her designate; nor shall service providers or assigned individuals at any time use such information to its/their private advantage.
8. When performing the services on IFRC premises or at any location when representing the IFRC, shall act in a manner consistent with the values of the International Red Cross and Red Crescent Movement and shall abide by the rules of conduct set out in the IFRC’s Code of Conduct (a copy of which has been provided by the IFRC). The Service Provider acknowledges and accepts that any violation of these rules of conduct by it or any individual assigned by it to perform services on its behalf shall be considered breach of an essential term of this contract.
9. The obligations set out in sub-clauses (e), (f) and (g) above shall continue upon expiration or termination of this Agreement with the IFRC.
	1. REPRESENTATIONS AND WARRANTIES

 The Service Provider represents and warrants:

1. It is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof.
2. To ensure the respect of internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
3. It is not engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including the requirement that children be protected from performing any work that is likely to be hazardous, to interfere with their education, or to be harmful to their health and development.
4. It respects the basic social rights and working conditions of its employees, servants, agents and sub-service providers.
5. There are no material claims or allegations outstanding against the service provider that might adversely affect the Federation or its reputation.

5. TITLE RIGHTS

* 1. During the term of this Agreement, the Service Provider shall disclose to the IFRC all ideas, inventions, business plans or any other materials developed by it during the term of this Agreement as a consequence of the services provided to the IFRC by the Service Provider.
	2. The IFRC shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the IFRC by the Service Provider. At the request of the IFRC, the Service Provider shall assist in securing such property rights and transferring them to the IFRC in compliance with the requirements of applicable law. At the request of the IFRC, the Service Provider shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the IFRC in compliance with the requirements of applicable law.
	3. All materials prepared as well as, all data collected and processed in the course of the Service Provider’s work for the IFRC is the property of the IFRC. Such information cannot be used by the Service Provider for any purpose, other than that agreed under the terms of this Agreement, without the prior written approval of the IFRC Secretary General or his/her designate.
	4. Title to any equipment and supplies which may be furnished by the IFRC shall rest with the IFRC and any such equipment shall be returned to the IFRC as soon as possible, when no longer needed by the Service provider. In any event, all equipment and supplies must be returned to the IFRC upon the termination or expiration of this Agreement. Such equipment, when returned to the IFRC, shall be in the same condition as when delivered to the Service Provider, subject to normal wear and tear. The Service Provider bears all responsibility for lost or damaged equipment and supplies.

6. TAX EXEMPTION

 The Service Provider’s fee shall reflect any tax exemption to which the IFRC is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included invoiced are not required to be paid, the IFRC shall deduct the amount from the service fee or, if it has paid any such taxes, it shall be refunded by the Service Provider.

7. DELAY

 Without prejudice to clause 8 below, if the Services have not been completed during the agreed time period, any additional costs or damages incurred by the IFRC due to such delay may be withheld from any amounts owed to the Service Provider.

8. TERMINATION

1. This Agreement may be terminated at any time by either party before the expiry date of the Agreement by giving written notice to the other party. The period of notice shall be five days in the case of agreements for a total period of less than two months and fourteen days in the case of agreements for a longer period.
2. This Agreement may be terminated by the IFRC with immediate effect at any time if the Service Provider has breached any of his contractual obligations with the IFRC or if in the reasonable opinion of the IFRC the service provider has brought or is reasonably likely to bring the Red Cross/Red Crescent Movement’s reputation into disrepute.
3. In the event of the Agreement being terminated prior to its due expiry date in this way, the Service Provider shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the IFRC. Additional costs or damages incurred by the IFRC resulting from the termination of this Agreement by the Service Provider or by the IFRC in accordance with para (b) above, may be withheld from any amount otherwise due to the Service Provider by the IFRC.

9. BANKRUPTCY

 Should the Service Provider file any petition for bankruptcy, or should the Service Provider make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Service Provider’s insolvency, the IFRC may under the terms of this Agreement, terminate the same forthwith by giving the Service Provider written notice of such termination

10. FORCE MAJEURE

 Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within not more than 15 days, the Service Provider shall give notice and full particulars in writing to the IFRC of such force majeure if the Service Provider is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Agreement. The IFRC shall then have the right to terminate this Agreement by giving in writing seven days notice of termination to the Service Provider, and the Service Provider shall return any deposit paid by the IFRC.

11. INDEMNIFICATION AND INSURANCE

1. The Service Provider shall indemnify, hold harmless and defend at its own expense the IFRC, its officers, agents and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Service Provider or its employees in the performance of this Agreement.
2. The Service Provider shall provide and thereafter maintain for the duration of this Agreement and any extension thereof all appropriate workmen’s compensation insurance and furnish proof to the satisfaction of the IFRC of adequate liability insurance (including as relevant employers liability insurance, comprehensive general liability insurance, automobile liability insurance and professional liability insurance). The Service Provider shall further provide such health and medical insurance for its agents or employees as the service provider may consider advisable.
3. The Service Provider shall maintain adequate insurance coverage in order to indemnify the IFRC for the full or partial loss of any amount of the funds, as a result of theft, or loss by any other means. The Service Provider shall provide the IFRC with proof of such insurance coverage on the date of the conclusion of an agreement and thereafter at the request of the IFRC.

12. OFFICIALS NOT TO BENEFIT

 The Service Provider represents and warrants that no official of the IFRC has been, or shall be, admitted by the Service Provider to any direct or indirect benefit arising from this Agreement or the award thereof. The Service Provider agrees that breach of this provision is a breach of an essential term of this Agreement.

13. AMENDMENTS AND ASSIGNMENTS

 No change in or modification of this contract shall be made except by prior written agreement between the Service Provider and the IFRC’s authorized representative. The Service Provider shall not assign, transfer, pledge, sub-contract or make other disposition of this Agreement or any part thereof, or of any the Service Provider’s rights, claims or obligations under this contract except with the prior written consent of the IFRC.

14. ARBITRATION

 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The place of arbitration shall Geneva, Switzerland, and the language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such dispute, controversy, or claim.

15. GOVERNING LAW

 This Agreement shall be governed by Swiss law.

16. FEDERATION PRIVILEGES AND IMMUNITIES

 Nothing in or relating to this contract shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the IFRC.

|  |
| --- |
| ***Note:*** *These Special Terms and Conditions for Voucher CBP (commodity and/or cash vouchers) apply in addition to the General Terms and Conditions and are an integral part of the Service Agreement. This Annex applies to those programs where the Service Provider accepts to redeem vouchers for goods. Please note that some of these Special Terms and Conditions may vary, depending on the type of implementation and services to be undertaken – and this Annex may need to be amended accordingly. Please coordinate with the legal department in this regard.* |

ANNEX B: SPECIAL TERMS AND CONDITIONS FOR GOODS SUPPLIERS
(KNOWN AS SERVICE PROVIDER UNDER THIS AGREEMENT)

1. APPLICATION OF THIS ANNEX: The conditions as described in this Annex are complementary to the General Terms and Conditions of the IFRC and shall be considered an integral part of the Agreement.
2. SUPPLIER OBLIGATIONS:

In addition to the obligations stipulated in the General Terms and Conditions, the following terms and conditions shall be adhered to by the Supplier:

* 1. Pre-conditions for redemption of vouchers

(a) The Supplier shall ensure that all its resources and facilities are available to ensure voucher redemption at the agreed locations;

(b) The Supplier shall provide existing or ensure development of procedures for processing and reconciliation of vouchers;

(c) The Supplier shall ensure appropriate and secure information technology systems to receive and provide information and data relating to the redemption of vouchers in compliance with national legal requirements; and

(d) The Supplier is solely and fully responsible for any and all payments to its vendors, including for services, materials, goods, rental of equipment, labour, transportation etc, in order to assure its obligations under the agreement.

(e) The Supplier shall grant access to the IFRC to stores/warehouses in order to inspect the goods and provide samples and information as requested.

2.2. Conditions at time of redemption of vouchers:

(a) The Supplier shall warrant that the goods to be exchanged for vouchers are of good quality and are fit for purpose;

(b) The Supplier shall ensure that required quantities of goods are available in the pre-agreed locations on the specified dates, to assure distribution to beneficiaries at the agreed time;

(c) The Supplier shall ensure that all beneficiaries with vouchers shall be given access to the goods, and shall not be discriminated against, for any reason whatsoever;

(d) The Supplier shall take all precautions to ensure that only beneficiaries with genuine vouchers shall be provided goods and shall report any instances of fake or potentially fake vouchers to the IFRC prior to the redemption of goods. The Supplier might not receive payment from the IFRC for goods redeemed against fake vouchers;

(e) In case of any restrictions on commodities to be exchanged, this should be specified and agreed to in advance between the supplier and the IFRC, and shall be communicated properly to beneficiaries;

1. The Supplier shall honour the term of the validity of the voucher on (insert date) and shall provide goods till the expiry of the voucher;

(g) The vouchers on the basis of which the goods are to be provided shall not be subject to any right, charge, interest, right to compensation, guarantee, or claim of any kind against the Supplier, including from any of its trustees or creditors. The Supplier shall in no case, loan, mortgage, pledge or encumber the funds except on written instructions by the IFRC;

(h) The Supplier shall receive, redeem and return the vouchers only in accordance with the Agreement;

(i) The Supplier shall act, or refrain from acting only on instructions, approval, consent or notice given by the IFRC pursuant to the Agreement. The Supplier shall only act on written instructions signed by an authorized representative of the IFRC; and

(j) The Supplier shall secure the sites for the redemption of vouchers at its own cost.

* 1. Applicable conditions subsequent to redemption of vouchers:

(a) Adequate and original records shall be maintained by the Supplier including all receipts and redemption of vouchers and other records as the IFRC may reasonably request;

(b) The Supplier shall provide the IFRC with written statements of accounts that list (i) all vouchers received, (ii) details of all transactions concerning redemption of vouchers. The reports shall also include any other information the IFRC may reasonably request;

(c) The Supplier shall immediately notify the IFRC in writing if it receives notification of any claim against the goods provided for the vouchers;

2.4 Additional Conditions:

*(Please include any additional conditions, including back donor conditions, if applicable here. These conditions must be adhered to and must ‘flow-down’ to the service provider as well, and so need to be included here.)*

1. OBLIGATIONS OF THE FEDERATION / SERVICE PROVIDER: *(this will have to be modified according to which entity contracts with the Supplier)*
2. The IFRC shall provide to the Supplier the total number of beneficiaries, and approximate quantities that may be required per commodity.
3. The information shall be provided at least *(*x) days before the voucher is redeemable.
4. The IFRC shall ensure that all those issued vouchers are eligible beneficiaries.
5. The IFRC provider shall provide a distribution timetable to the Supplier, in case of staggered redemption of vouchers, with sufficient details regarding location, quantities and timeframe.
6. The IFRC shall arrange for adequate additional security for voucher redemption. (*optional*)
7. The IFRC shall ensure a reimbursement mechanism, with timeframe for payments to the Supplier.

|  |
| --- |
| ***Note:*** *These Special Terms and Conditions for cash transfers through third parties/transfer companies apply in addition to the General Terms and Conditions of the IFRC and are an integral part of the Service Agreement. This Annex applies to those programs where the service provider shall distribute the funds directly to beneficiaries, in the form of cash. This may also include instances where financial institutions distribute cash, through smart cards, mobile banking etc. For these specialized cash transfers, additional terms and conditions may need to be included.**Please note that some of these Special Terms and Conditions may vary, depending on the type of implementation and services to be undertaken – and this Annex may need to be amended accordingly. Please coordinate with the IFRC Legal Department in this regard.*  |

ANNEX C: SPECIAL TERMS AND CONDITIONS FOR THIRD PARTIES / TRANSFER COMPANIES

1. APPLICATION OF THIS ANNEX: The conditions as described in this Annex are complementary to the General Terms and Conditions of the IFRC and shall be considered an integral part of this Agreement when a third party/transfer company (such as a financial institution) facilitates the transfer of cash to beneficiaries.

2. SERVICE PROVIDER OBLIGATIONS:

In addition to the obligations stipulated in the General Terms and Conditions of the IFRC, the following shall be adhered to by the Service Provider:

2.1 Pre-conditions for cash distribution:

1. The Service Provider shall use its existing network of branches to facilitate cash transfers to beneficiaries;
2. The Service Provider shall ensure that funds are available in the pre-agreed branches on the specified dates, to assure cash transfers to beneficiaries at the agreed time;
3. The Service Provider shall ensure that all its resources and facilities are available to make cash transfers either at the branches or agreed distribution points;
4. The Service Provider shall ensure development of procedures for processing and reconciliation of cash transfer data;
5. The Service Provider shall ensure appropriate and secure information technology systems to receive and provide information and data relating to the cash transfer process in compliance with national legal requirements; and
6. The Service Provider is solely and fully responsible for any and all payments to its vendors, including for services, materials, goods, rental of equipment, labour, transportation etc. in order to assure its obligations under the agreement.

2.2 Conditions at time of cash distribution:

1. The Service Provider shall disburse funds from the points of distribution to individual beneficiaries in accordance with agreed processes and procedures;
2. The Service Provider may, when necessary and upon agreement of the IFRC, choose other retailers as points of distribution for the cash transfers;
3. The funds shall not be subject to any right, charge, interest, right to compensation, guarantee, or claim of any kind against the Service Provider, including from any of its trustees or creditors. The Service Provider shall in no case, loan, mortgage, pledge or encumber the funds except on written instructions by the IFRC;
4. The Service Provider shall receive, hold, release and return the funds only in accordance with this Agreement.
5. The Service Provider shall act, or refrain from acting only on instructions, approval, consent or notice given by the IFRC pursuant to this Agreement. The Service Provider shall act on written instructions signed by an authorized representative of the IFRC.
6. The Service Provider shall secure the sites for distribution and cash transfer at its own cost.
	1. Conditions subsequent to cash distribution:
7. Adequate original records shall be maintained by the Service Provider including all receipts and disbursements of cash and other records as the IFRC may reasonably request.
8. The Service Provider shall provide the IFRC with written statements of accounts that list (i) all funds received, (ii) details of all transactions concerning transfers to beneficiaries. The reports shall also include any other information the IFRC may reasonably request.
9. The Service Provider shall immediately notify the IFRC in writing if it receives notification of any claim against the funds.
10. Any grant not claimed after 30 days shall be voided unless the IFRC requests a payment period extension. If there is no such request, the total amount of unclaimed grant, including any amount which may have been paid in advance as transaction fee for the unclaimed grant, shall be returned to the IFRC within 30 days.
11. Except as may be required by law, where in accordance with Annexes A, D and E of the present Agreement, and as expressly permitted in writing by the IFRC, the Service Provider shall not share, transfer or communicate to any third party the information it is in receipt of, as a result of the Agreement. This shall include, *inter alia*, the information of and related to the beneficiaries such as personally identifiable data, banking information etc.

2.4 Additional Conditions:

*(Please include any additional conditions, including back donor conditions, if applicable here. These conditions must be adhered to and must ‘flow-down’ to the service provider as well, and so need to be included here.)*

3. OBLIGATIONS OF THE FEDERATION:

3.1 The IFRC shall provide to the service provider a list of all beneficiaries to receive the cash transfer. The list shall be provided at least five (5) working days before the transfers are payable and shall include the following information:

1. Subject to the operational needs of the program, any applicable national legal requirements, and Annexes D and E of the present Agreement, relevant information on each beneficiary and the amount of the cash transfer to be made. The beneficiary information will be provided in a format agreed with the Service Provider and will be sent via a secured means, including but not limited to a password-protected and/or encrypted (as appropriate) electronic transmission.
2. The branch where the payment will be made.

3.2 The IFRC shall ensure that all designated cash transfer recipients on the list are eligible beneficiaries.

3.3 The IFRC shall ensure that the funds, in the amount agreed in the service description in box 1 above, are transferred to the bank account of the Service Provider five (5) working days before the transfers are payable.

3.4 The IFRC shall provide funds to cover the costs of payments when the transfers are made.

3.5 Upon request the Service Provider and if agree to, arrange for adequate additional security for payment of the grant. *(optional)*

ANNEX D: Data processing agreement

This Data Processing Agreement (“DPA”) forms integral part of the Agreement between the International Federation of the Red Cross and Red Crescent Societies (hereinafter referred to as “the IFRC”), in its role of Data Controller, and name of the external provider company” (hereinafter referred to as “the FSP”), in its role of Data Processor, to reflect the Parties’ agreement with regard to the Processing of Personal Data, in accordance with the requirements of the IFRC’s Policy on the Protection of Personal Data (“IFRC Data Protection Policy”, at Annex E), and as further outlined herein;

(A) Whereas the FSP provides the agreed Service (i.e. cash transfers) to the IFRC as per the Agreement entered into by the Parties, and in order to provide the Service, it processes and manages the Personal Data Collected by the IFRC;

(B) Whereas the IFRC intends to use the Service provided by the FSP and the IFRC benefits from immunity from jurisdiction and is not subject to domestic jurisdiction/national data protection laws, hence the IFRC applies its own rules on personal data protection set forth in the IFRC Data Protection Policy;

(C) Whereas the IFRC Data Protection Policy provides for certain requirements with respect to the Processing, storage, transfer or other management of any Personal Information controlled by the IFRC;

(D) The Parties have agreed on the following DPA in order to clarify the terms under which the Data Processor processes Personal Information on behalf of the Data Controller and adduce adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals in the course of the provision of the Service.

1. DEFINITIONS

1.1 “Data Controller” means the IFRC, headquartered in Geneva, Switzerland, [WHERE APPLICABLE:] represented by one of its Delegations, which alone or jointly determines the purposes and means of the Processing of Personal Data.;

1.2 “Data Processor” means the individual or entity that performs one or more processing operations on personal data under instructions from the Data Controller;

1.3 “Data Subject” means an individual whose personal data is subject to processing;

1.4 "Personal Information” or “Personal Data” is any information that may lead to the identification of a living (identified or identifiable), natural person. Some examples of personal data include name, email or location data, identification number, gender, marital status, date and place of birth;

1.5 “Personal Data Breach” means unauthorized access to, or destruction, loss, alteration or disclosure of personal data;

1.6 “Processing” means any operation, or set of operations, automated or not, which is performed on personal data, including but not limited to the collection, recording, storage, adaption or alteration, retrieval, use, transfer, dissemination, correction, or destruction;

1.7 “Security Measures” means those physical, technical and organizational measures aimed at protecting against a Personal Data Breach.

2. ALLOCATION OF ROLES

2.1 The Parties acknowledge and agree that, with regard to the Processing of Personal Information in the context of the Agreement, the IFRC is the Data Controller and the FSP is a Data Processor, and that the FSP shall not engage Sub-processors in providing the Service defined in the Agreement, unless prior and specific approval in writing has been obtained from the IFRC.

3. TYPE OF PERSONAL DATA AND PURPOSE OF THE PROCESSING

3.1 The FSP will provide the Service as agreed in the Agreement and will process the Personal Data provided by the IFRC exclusively for the humanitarian purposes of providing assistance to victims of disasters, crisis and other humanitarian situations, necessary for the fulfilment of the said Service.

3.2 [Here add a description of the type of data to be processed and for what purposes]

3.3 Any Processing activities on the Personal Data, other than those explicitly set forth in the present Agreement, carried out by the FSP will constitute a breach of the present Agreement. This includes, but is not limited to, processing activities for marketing, commercial and / or statistical purposes.

4. THE DATA PROCESSOR’S OBLIGATIONS

4.1 The FSP commits itself to process Personal Information only on behalf of the IFRC and pursuant to its instructions as well as the IFRC Data Protection Policy – which the FSP acknowledges to have read and understood – as well as in Clause 6 of the present DPA regarding Security Measures. In particular, the FSP will process Personal Data in such a way as to minimize, by means of suitable preventive Security Measures, the risk of accidental or unlawful destruction, loss, alteration unauthorized disclosure or access, or Processing operations that are either unlawful or inconsistent with the purposes for which the data have been collected.

4.2 The FSP shall notify the IFRC within 24 hours after becoming aware of a Personal Data Breach.

4.3 The FSP shall cooperate with the IFRC to enable the latter to guarantee to every Data Subject or his/her authorized agents the possibility to exercise the rights granted to him/her by the IFRC Data Protection Policy. The FSP acknowledges that Data Subject rights shall be exercised only through the IFRC. Therefore, the FSP undertakes to immediately notify to the IFRC about any request that Data Subjects, or their delegates, may address directly to the FSP, and will not respond to any such request or take any other related action.

4.4 The FSP must promptly inform the IFRC about every inquiry, action, investigation, inspection by judicial/administrative authorities affecting directly or indirectly the Personal Data the FSP processes on behalf of the IFRC. Should such notification be prohibited, the FSP shall notify the relevant authorities of the fact that the investigation affects information covered by the privileges and immunities of an International Organization [and that, to the extent that the FSP is processing Personal Data on behalf of an International Organization, the FSP’s employees in charge of the Processing are agents of the International Organization and therefore, are covered by immunity. On this basis, the FSP must notify the IFRC nonetheless].

4.5 [Must confirm the provisions of any applicable status agreement and update this clause as necessary] Should judicial/administrative authorities ask, whether informally or by legal process, the FSP to disclose the Personal Data entrusted by the IFRC to the FSP, the FSP shall oppose such disclosure on the basis of IFRC’s privileges and immunities that cover all the FSP’s assets, documents, Personal Data and possessions, regardless of the fact that they are held by a third party. More precisely, in conformity with the [TITLE OF THE APPLICABLE HQ AGREEMENT] the Personal Data deposited by the IFRC shall be immune from search, requisition, confiscation, expropriation or any other form of interference, whether by executive, judicial, administrative or legislative action. Should the relevant authorities request disclosure of the data nonetheless, the FSP shall notify the relevant authorities of the fact that the investigation affects information covered by the privileges and immunities of an International Organization and that, to the extent that the FSP is processing Personal Data on behalf of an International Organization, the FSP’s employees in charge of the Processing are agents of the International organization and therefore, are covered by immunity. On this basis, the FSP must refuse to provide the Personal Data.

4.6 [Should the FSP decide to fulfil the orders of the judicial or administrative authorities, the FSP will report in writing to the IFRC the reasons of such decision.]

4.7 The FSP must promptly inform the IFRC in the event of a change in the legislation applicable to the FSP which is likely to have a substantial adverse effect on the terms and obligations set out in this Agreement. In particular, the FSP must inform the IFRC should a legislation come into force that would require it to grant access, disclose or share Personal Data entrusted to it by the IFRC with third parties. This includes any provisions that may involve Know-your-customer (KYC) / reporting obligations. In such case, the IFRC is entitled to suspend the transfer of data and/or terminate the contract and request deletion all the Personal Information, in accordance with clause 8.2 of the present DPA;

4.8 The FSP will grant the IFRC free access to all Personal Data as well as to the infrastructures related to the Service upon reasonable notice, in order to carry out periodical, unlimited and independent inspections on the adequacy of the Security Measures implemented and on the adherence of such Security Measures to the IFRC Data Protection Policy.

4.9 The FSP shall not transfer the Personal Data to third parties unless prior and specific approval in writing has been obtained from the IFRC. In case of sub-contracting of the Service or portion of it on the basis of the prior and specific approval in writing by the IFRC, the FSP shall (i) choose a sub-contractor which meets the highest professional standards with respect to the provision of the Service, or portion of it, and related processing activities, and regularly verify that such standards are complied with; (ii) enter into a written agreement with the sub-contractor, that imposes the same relevant obligations on the sub-contractor as are imposed on the FSP; (iii) remain fully liable towards the IFRC and any other relevant third parties where the sub-contractor fails to fulfil its obligations under such written agreement.

4.10 The Data Processor commits to provide the IFRC with a list of Personal Information to be collected to allow the Data Processor to comply with its Know-your-customer / reporting obligations. This list must be limited to what is strictly necessary for this purpose and must be kept up to date. The IFRC will collect the Personal Information and documents identified on this list and pass them on to the Data Processor.

4.11 The Processor undertakes not to make a copy of the data covered by this Agreement, unless it is necessary for the performance of this Agreement.

4.12 The Data Processor ensures, because of its experience, that it possesses the capabilities and reliability necessary to perform the tasks committed to it, also with respect to security matters.

5. THE IFRC’S OBLIGATIONS

5.1 The IFRC is the only subject entitled to use, and to authorize the use of the Personal Data processed through the Service

5.2 The IFRC warrants that the Processing of Personal Information has been and will continue to be carried out in accordance with the relevant provisions of the IFRC Data Protection Policy.

5.3 The IFRC shall have sole responsibility for the legality of Personal Information and how it acquired the Personal Information.

5.4 The IFRC will handle and answer any third-party request regarding Personal Data notified to the IFRC by the FSP, in compliance with the relevant provisions of the IFRC Data Protection Policy.

5.5 The IFRC undertakes to enforce the relevant provisions of the IFRC Data Protection Policy in the event of a data breach involving the Personal Information processed by the FSP.

6. SECURITY MEASURES

6.1 Having regard to the state of technological development and the cost of implementing any such measures, the FSP shall take appropriate physical, technical and organizational measures to guard against misuse, accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to Personal Information or unlawful Processing.

6.2 The Data Processor undertakes to implement physical, technical and organizational Security Measures in compliance with the IFRC Data Protection Policy. In particular, the Data Processor undertakes:

• to always encrypt the Personal Data processed pursuant to this Agreement, using encryption keys solely held by the IFRC;

• to only access the Personal Data in situations when it is necessary to manage the Service, run updates, fix bugs and support users;

• to provide secured and standardized logs of network and application activities (including user access), with the possibility to export them for outside processing;

• to ensure an adequate physical and environmental protection for the Personal Information, by using servers in dedicated and secured premises only accessible with the authorization of the IFRC;

• to keep separated the Personal Data from other items already processed by the Data Processor, by using dedicated and segregated storage location clearly identified with the IFRC logo and the indication “Legally Privileged Information”;

• to identify the persons in charge of the Processing operations on the Personal Data entrusted by the IFRC to the Data Processor and to regulate the access to such Personal Data by way of a strict authorization system and identity management rules;

• to inform the persons in charge of the Processing operation of the privileged status of the Personal Data, and to train them on the procedure to follow in case of requests for access by third parties.

7. LIABILITY

7.1 The IFRC will indemnify the FSP for any loss, damage or sanction incurred by FSP for a breach of any of the IFRC’s legal obligations under the IFRC Data Protection Policy as referred to in this DPA.

7.2 The FSP will indemnify the IFRC for any loss, damage or sanction incurred by the IFRC for a breach of any of the FSP’s obligations set forth in this DPA

8. TERM AND TERMINATION

8.1 Upon completion of the Service, or at any time upon the request of the IFRC, the FSP undertakes to transfer all Personal Information processed on behalf of the IFRC to the same without delay. The Data Processor will then issue the IFRC a written declaration attesting that the Data Processor holds no copies of Personal Data or information processed on behalf of the IFRC.

8.2 [This clause must consider any relevant laws of data retention] In case the legislation imposed upon the FSP prevents it from returning or destroying all or part of the Personal Data transferred or obtained in relation to the Service, the FSP warrants that it will guarantee the confidentiality of this Personal Information and will not actively process the Personal Data anymore. In any case, the Personal Data cannot be retained for a period exceeding XX years after termination of the Agreement.

8.3 The audit provisions in this Agreement (clause 4.8 above) apply also to this section.