Example 2.2.2 Data Sharing Agreement

*Note: This is a real example of a data sharing agreement that can be signed by IFRC and a National Society. Something similar could be drafted for sharing with other humanitarian partners. To edit this document, you will need to download it and open it in the Word Desktop App.*

**[Sections highlighted in yellow are relevant commentary and/or areas that need to be tailored]**

**Data Sharing Agreement**

**between**

**The International Federation of Red Cross and Red Crescent Societies**

**and**

**Add other Party here**

This is a Data Sharing Agreement (the “Agreement”), between the International Federation of Red Cross and Red Crescent Societies, an international humanitarian organisation, with its headquarters atChemin des Crêts 17, Petit-Saconnex 1209, Geneva, Switzerland (the “Federation” or “IFRC”).

and

**Add Other Party (may be a National Society)**, is a legal entity established under the laws of [add country, if relevant] with its headquarters at [Add other Party’s address].

Each of which is a “Party” and together the “Parties”.

**PREAMBLE**

**WHEREAS**, the Federation is an international organisation headquartered in Geneva on the basis of a status agreement executed with the Swiss Federal Council. The Federation serves the world’s largest humanitarian network of 192 National Red Cross and Red Crescent Societies and over 17 million volunteers that act before, during and after disasters and health emergencies to meet the needs and improve the lives of vulnerable people without discrimination as to nationality, race, religious beliefs, class or political opinions. As established in its Constitution (as Amended and adopted by the 22nd Session of the General Assembly Geneva (Switzerland) 5 – 7 December 2019), the Federation’s objective is to "inspire, encourage, facilitate and promote at all times all forms of humanitarian activities by the National Societies, with a view to preventing and alleviating human suffering and thereby contributing to the maintenance and the promotion of peace in the world".

**WHEREAS,** the Federation is mandated by its Constitution to carry out its activities “in conformity with the Fundamental Principles of the International Red Cross and Red Crescent Movement: Humanity, Impartiality, Neutrality, Independence, Voluntary Service, Unity and Universality”; the Principle of Independence in particular, as established in the Statutes of the International Red Cross and Red Crescent Movement adopted by the Twenty-fifth International Conference of the Red Cross at Geneva in 1986, amended in 1995 and 2006, provides that, “[t]he Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the Principles of the Movement.”

**WHEREAS**, the Partner is the member of the Federation provides humanitarian assistance and services during armed conflicts and in peace time in [relevant country], and serves as an auxiliary to the Government in the humanitarian sector

**WHEREAS,** the Parties desire to facilitate the provision of humanitarian services and responses, including cash transfer programming, by way collecting data and sharing the data amongst trusted parties (as set out in more detail below);

**WHEREAS,** the Parties wish to set out certain general terms and conditions under which they will cooperate with respect to the sharing and use of information related to [add main purpose/project/relief/appeal/crisis/disaster].

**NOW, therefore**, in consideration of the mutual premises and covenants herein contained, the Parties agree as follows:

1. **Purpose and Expected Outcomes**

Entitle households or individuals to receive cash assistance and other humanitarian services within the Movement and with other humanitarian partners

* 1. The Parties’ will collect, receive and manage personal data of individuals (Shared Data) affected by the Ukrainian crisis and use the data to [add the main purposes of data sharing here, the examples listed throughout this template are typical for a Cash program]:
     1. determine eligibility for cash or other humanitarian assistance
     2. contact individuals about the status of their cash assistance or other humanitarian services
     3. inform Financial Service Providers of any data required to distribute cash assistance to households
     4. provide answers to questions and technical challenges that cash assistance recipients experience
     5. receive and record the data on a central data storage tool for analysis, deduplication and referrals to services offered by other humanitarian organizations.
  2. The Parties agree only to process Shared Data in accordance with the provisions of this Agreement and its Additional Provisions for the Sharing of Personal and/or Sensitive Data as set out in Schedule 2 of this Agreement.

1. **Duration of the Agreement**

This Agreement will commence upon [*signature of the last signing party*] (though the activities have already begun), and activities and will continue until the Parties agree that the data collection and sharing related to the crisis is no longer necessary (the “Term”), noting that certain commitments detailed below shall survive the expiration of the Agreement.

1. **Specific Responsibilities of the Parties**

In the Parties’ common work towards achieving the objectives set out in clause 1, it is envisaged that each Party will contribute as follows:

* 1. The [add other Party], will perform the following activities:
     1. Work directly with people affected by the crisis, offering them services and information – including information about why certain personal data is needed, how it will be collected and why, and what rights they have with respect to the use of that data
     2. Collect, receive and/or process personal data of affected individuals. The personal data sources are anticipated to be: lists from relevant government Ministries; data collection (including mobile) undertaken by one or more RCRC national societies, the IFRC or another partner humanitarian organization; or through an online form or application for self-registration.
     3. Collect data from [add other Party] branches for purposes outlined in Section 1 using the mobile data collection tools [amend as appropriate]
     4. Take reasonable measures to ensure that the data and information shared is accurate
     5. Take reasonable measures to ensure that the relevant information is shared in a timely manner, in a format that is accessible to the IFRC; transferred or accessed in a secure manner; and otherwise supplied as agreed to by the partners, taking due note of information security protocols; (noting that the transfer mechanisms have already been agreed upon)
     6. Assist IFRC, independently when appropriate, with tasks related to the management of the database, including but not limited to addressing individual complaints, correcting, and verifying individual data, processing payment or other benefit-related data, verifying eligibility criteria and other relevant data processing tasks.
  2. The IFRC will:
     1. Liaise with [add other Party]
     2. Monitor activities
     3. Provide the [Add other Party] with aggregated reports as needed related to the cash assistance program
     4. Coordinate data sharing with other trusted humanitarian partners [for instance, if applicable, with the United Nations High Commissioner for Refugees “UNHCR”]
     5. Respond to Data Subject Access Requests (noting that it may be appropriate to refer those requests to the [add other Party]
     6. Anonymise/pseudonymise and/or aggregate data before processing data for any uses not compatible with the purposes outlined in this Agreement.
     7. As necessary and appropriate, provide access to relevant parts of the database obtaining affected persons’ personal data in order to allow the national society to contribute to data processing as indicated in Section 3.1.6 above.
  3. The IFRC shall be limited in their use of any Personal and/or Sensitive Data listed at clause III of Schedule 2 of this Agreement to the purpose(s) set out at clause I of Schedule 2 to this Agreement. All Parties shall refrain from any action which may adversely affect the Federation or any applicable rights and freedoms of data subjects. The Parties shall further ensure respect for the humanitarian interests of the International Red Cross and Red Crescent Movement.

1. **General Responsibilities of the Parties**
   1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement. The Parties further agree to use their best efforts to ensure the highest service and accountability to beneficiaries, donors, governments, and other stakeholders, as well as to respect the reputation and fundamental principles of the other Party(ies), as applicable.
   2. The Parties recognize that all Activities carried out pursuant to this Agreement must be consistent with the Fundamental Principles of the International Red Cross and Red Crescent Movement, the Code of Conduct for the International Red Cross and Red Crescent Movement.
   3. Each Party will designate and communicate to the other Party, the name of the person to serve as that Party’s contact point and coordinator, as well as the name of the person (or unit) having the ultimate authority and responsibility for the implementation of the Agreement on its behalf.
   4. Each Party commits to utilise its reasonable efforts to ensure that any Activities not foreseen as part of this Agreement are undertaken only after consultation with and written approval of the other Party to this Agreement, and, where appropriate, other relevant Parties.
   5. The Parties commit to ensuring that their staff and other authorized agents are aware of the obligations set out herein, and in particular with respect to ensuring adequate data protection measures such as data security, access limitations, non-transferability of shared data, and information rights of data subjects. This Section is of particular importance where national society staff will be provided with access to IFRC’s database containing personal data of affected persons.
   6. The Parties shall keep each other informed of all activities or circumstances pertaining to the Project and shall consult one another whenever circumstances arise that may affect the performance or expected outcomes of this Agreement.
   7. The Parties will communicate as appropriate to review and evaluate the performance of the Agreement.
2. **Confidentiality**
   1. For the purposes of this Agreement, the term “Confidential Information” shall have the meaning given to it in Schedule 1.

The Parties shall not, during the term of this Agreement, disclose any Proprietary or Confidential Information relating to the scope of this Agreement or the Parties’ respective business or operations without the prior written consent of the other Party. The obligation of confidentiality set out in this Article shall survive the termination of this Agreement for a period of five (5) years. Nothing in this clause shall be interpreted as prohibiting the use of the confidential or proprietary information necessary for each Party to fulfil its respective obligations under this Agreement, so long as the non-disclosure of such data is maintained.

1. **Public Representations** 
   1. The Parties shall be free to make the following representations to the public or in any digital or physical publications:
2. That the Parties have collaborated on the collection/analysis/etc of the data.
   1. Except as specified in the above paragraph, no public statement will be issued by either Party with respect to this Agreement or the projects initiated as a result of this Agreement without the prior written approval of the other Party.
3. **Costs and Expenses**

Each Party shall bear its own costs and expenses generated as a result of this Agreement or any project initiated as a result of this Agreement, unless otherwise specifically agreed in writing by the Parties.

1. **Language**
   1. This Agreement is drafted in English and [add other language if relevant]. If this Agreement is translated into any other language, English shall prevail.
2. **Termination** 
   1. This Agreement may be terminated by either Party with three (3) months’ prior written notice.
   2. In the event (i) a Party commits a material breach of this Agreement which has not been remedied within 30 days after written notice has been given by the aggrieved Party; or (ii) a Party becomes or can reasonably be expected to become insolvent, the aggrieved Party shall be entitled to terminate this Agreement immediately.
   3. The Federation may immediately terminate this Agreement if a Party does anything which in the reasonable opinion of the Federation brings, or is reasonably likely to bring the Federation, its name or logo, or any component of the International Red Cross and Red Crescent Movement into dispute or disrepute in any way whatsoever.
   4. In the event of termination or discontinuance of this Agreement, the Party/Parties shall, as soon as reasonably practicable, return any shared data and further provide evidence of its destruction, unless after consultation with and written authorization of the Party which provided the shared data, the Party which received the shared data is permitted to retain and use the shared data for specified purpose and period.
3. **Modification** 
   1. No addition or modification of this Agreement shall be effective or binding on any Party unless agreed to in writing (email is acceptable) by the respective duly authorised representatives of each Party.
   2. Where any Party requests or proposes in writing such an addition or modification, the other Party shall respond without undue delay, but not later than thirty (30) days after the request or proposal has been received.
4. **Notices**

Any notice, request, demand, consent or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by registered mail to the address below, or to such addresses (including electronic mail, as appropriate) which the Parties may notify each other in writing:

1. If to the International Federation of Red Cross and Red Crescent Societies:

Email: dataprotection@ifrc.org

1. If to [Add other Party and its contact information]
2. **Liability** 
   1. Each Party shall retain liability for the acts and omissions of their own staff members and agents.
   2. Neither Party shall be liable to the other Party for any costs, damages and/or losses whatsoever incurred as a result of this Agreement or any project initiated as a result of this Agreement, except in case of breach of contract or gross negligence.
3. **Dispute Resolution**
   1. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, that is not amicably settled by the Parties within one (1) month shall be settled by arbitration to the exclusion of the jurisdiction of local courts.
   2. The arbitration shall be held in accordance with the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules at present in force of which the Parties have taken due notice. The language of arbitration shall be English and the place of arbitration Geneva, Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The arbitral award shall be binding and final.
4. **Jurisdiction and Governing Law**

This Agreement shall be governed, construed, and enforced in accordance with the general principles of international law, without regard to its conflict of laws rules and principles.

1. **Privileges and Immunities**

Nothing contained in this Agreement shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the Federation.

1. **Final Provisions**

* 1. Nothing in this Agreement shall be construed as creating a joint venture or legal partnership between the Parties. The employees, servants or agents of one Party shall not be considered to be an employee of the other Party.
  2. The Parties will comply with the terms of this Agreement, and all applicable laws and regulations, which they shall make known to each other as and when appropriate.
  3. This Agreement does not in any way exclude cooperation or information sharing with other organisations or companies in the Parties respective spheres of expertise.
  4. This Agreement may be executed in counterparts, each of which when executed will be deemed an original, and such counterparts together will constitute one instrument.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their authorised representative as of the date of this Agreement.

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| --- | --- |
| **SIGNED** on behalf of the International Federation of Red Cross and Red Crescent Societies  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Place and Date | **SIGNED** on behalf of [Add other Party]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Place and Date |

**SCHEDULE**

**1: Key Terms**

Confidential Information: means all information concerning or provided by either Party (written, oral or observed) to the other Party [by reason of the Project], which has not been made public by the Party Providing the information (“Confidential Information”). For the avoidance of doubt, Shared Data is considered Confidential.

Data Controller: The person or entity that determines the purposes and means of the processing of personal data.

Data Subject: A data subject is an identified or identifiable living person.

Data Processing: 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.

Data Processor: The individual or entity that performs one or more processing operations on personal data under instructions from the Controller.

Personal Data: Any information relating to an identified or identifiable natural person.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Shared Personal Data.

Shared Data: refers to all the data to be shared as part of the agreement, including confidential, proprietary, raw datasets, and any other intellectual property. Shared Data may also include personal and/or Sensitive Data, and is referred to as Shared Personal Data in this relevant sections of this Agreement.

Subject Access Request: the exercise by a Data Subject of his or her right to access his or her Personal Data.

Supervisory Data Authority: means any regulator, authority or body responsible for administering data protection laws in the legal jurisdiction of the parties to this Agreement.

**SCHEDULE 2: Additional Provisions for the Sharing of Personal and/or Sensitive Data**

**The principal method of data transfer covered under this Agreement shall be between [add name of other Party] and IFRC. However, it is anticipated that IFRC’s database may contain personal data from other sources (such as that obtained via bilateral arrangements with other RCRC national societies, international organizations, and relevant government Ministries; and by beneficiary online self-registration). Any sharing of that subset of data between the Parties will also be governed by the principles outlined in this Agreement.**

1. **Purposes for which Personal and/or Sensitive Data is being Shared**

The Personal and/or Sensitive Data shall be shared between the Parties for the following purpose(s):

1. **Register households for cash assistance and other humanitarian services (including but not limited to the provision of Shelter, psychosocial, and health-related assistance) within the Movement and with other humanitarian partners:** The Parties’ will collect personal data of individuals affected by the crisis and use the data to:
   1. determine eligibility for cash or other humanitarian assistance
   2. contact households about the status of their cash assistance or other humanitarian services
   3. inform Financial Service Providers of any data required to distribute cash assistance to households
   4. provide answers to questions and technical challenges that recipients of cash assistance or other humanitarian services experience
   5. Record the data on a third-party server called RedRose, for analysis, deduplication and referrals to services offered by other humanitarian organizations.
   6. Contact households after the provision of cash assistance or other humanitarian servicesto verify if the efficacy and impact of the program(s)
2. **Enable the [add name of other Party] to provide sustainable and resourced humanitarian services:** The Parties’ will collect data from branches of the **[add name of other Party]** and use the data to:
   1. aid in identifying, engaging, recruiting, and managing staff and volunteers for current and future activities of [add name of other Party]
   2. collate and analyze information related to the humanitarian services provided by [add name of other Party] for the people affected by the crisis, in order to determine where and what services are taking place for the purposes of planning, logistics, monitoring and evaluation
   3. share information related to the humanitarian services provided by [add name of other Party] to coordinate and plan assistance activities with the Red Cross and Red Crescent Movement partners and other humanitarian organizations, as well as to identify where additional resources are needed
3. The Parties agree only to process Shared Personal Data as defined in Schedule 1, for the purpose(s) set out in clause I of this Schedule and shall not process the Shared Personal Data in any way that is incompatible with these purpose(s).
4. **Basis for Data Collection/Processing**
5. Personal data shared under the terms of this Agreement shall be processed on **one or more** of the following bases as established under international law, IFRC’s Policy on the Protection of Personal Data and in accordance with its humanitarian mandate and/or applicable domestic law:

* 1. Protection of vital interests of the Data Subject (e.g. in an instance where a Data Subject’s life depends on the data sharing);
  2. For important reasons of Public Interest;
  3. The legitimate interest of the organisation (i.e. pursuit of its humanitarian mandate and interest in efficiency, transparency and good management); and
  4. Specifically within the context of onward data sharing for the purposes of referrals for other humanitarian services, fully informed and freely given consent.

1. **The Personal Data**

The following types of Personal Data will be shared between the Parties:

* + - 1. **Register households for cash assistance and other humanitarian services within the Movement and with other humanitarian partners; Personal Data may include:**

|  |  |
| --- | --- |
| **Personal data type** | **Example** |
| **Biodata:** Identify potential recipients of cash assistance | Name, surname, date of birth, sex, … |
| **Proof of identification:** Information to verify household member’s identity | Original identification document with picture, … |
| **Contact details:** Information to contact the household | Phone number, email address, … |
| **Household details:** Information to check the household eligibility | Household composition, country of residence, … |
| **Financial:** Information to inform the Financial Service Provider(s), and/or evaluate eligibility for and calculate benefits for shelter assistance | Tax number, income… |
| **Psychosocial and Health** | Minimum data necessary to provide the relevant service to be outlined more fully in the relevant information provided to individuals receiving these services |
| Information to prepare for future assistance after the emergency | Registration with Pesel |

* + - 1. **Support the [add name of other Party] to provide sustainable and resourced humanitarian services**

|  |  |
| --- | --- |
| **Personal data type** | **Example** |
| **Biodata:** aid in identifying, engaging, recruiting, and managing staff and volunteers | Name, surname, date of birth, sex, … |
| **Contact details:** Information to communicate with potential volunteers and staff | Phone number, email address, … |

The Shared Personal Data must not be irrelevant or excessive with regard to the agreed purposes as set out in clause I of this Schedule.

1. **The Sensitive Data**

The following types of Sensitive Data will be shared between the Parties:

|  |  |
| --- | --- |
| **Sensitive data type** | **Example** |
| **Disability status: This is asked because individuals with a reported physical, visual, auditory, or mental disability are eligible to receive cash assistance** | * Seeing difficulties, even if wearing glasses * Hearing difficulties, even if using a hearing aid? * Difficulties walking or climbing steps? * Difficulties remembering or concentrating? * Difficulties with self-care such as washing all over or dressing? * Difficulties with communicating, for example understanding or being understood, using your usual (customary) language? |

The Shared Sensitive Data must not be irrelevant or excessive with regard to the agreed purposes as set out in clause I of this Schedule.

1. **Data Protection**
   1. When Personal Data is processed by either Party, Parties shall treat personal data according to any applicable data protection laws and, where applicable, any internally binding policies (in particular, the IFRC’s Policy on the Protection of Personal Data (“IFRC Policy”)), procedures and guidelines. In particular, the Parties shall ensure the following:
      1. Personal Data may only be used for purposes consistent with the objectives identified in this Agreement at clause I of Schedule 2;
      2. Access to (including any transfer of) the relevant information shall be provided in a way that ensures the integrity and security of the Personal Data;
      3. Each Party shall implement sufficient physical, organizational and technical safeguards to prevent the unauthorized alteration or loss of, or access to the Personal Data;
      4. If any Party experiences any security incident (Personal Data Breach) in relation to the personal data processed pursuant to this Agreement, it shall promptly inform the other Party with information on the nature of the incident, its likely consequences and the steps taken or proposed to be taken to address the incident;
      5. The Parties agree to provide reasonable assistance to any Party acting as the Data Controller in order to assist the Data Controller in complying with its applicable data protection obligations. This commitment includes, but is not limited to maintaining a record of all Personal Data processing activities; and
      6. Except as otherwise provided for in this Agreement, the Party in possession of Personal Data supplied under this agreement for which it is not a controller shall return (or, if requested, securely destroy) Personal Data and any copies thereof to the Party providing the information once the project has completed or is otherwise terminated under Article 13.
   2. For the purposes of this clause, “Personal Data”, “Data Controller”, “Data Processing” and “Personal Data Breach” shall have the meanings given to them in Schedule 1 of this Agreement.
2. **Data Retention and Deletion**
   1. Neither Party shall retain or process Shared Personal Data for longer than is necessary to carry out the purposes agreed by the parties as agreed at clause I of Schedule 2 of this Agreement.
   2. Notwithstanding clause V.i., the parties shall continue to retain the Shared Personal Data in accordance with any legal or professional retention periods applicable under.
   3. Each Party shall inform the other Party once the Shared Personal Data is deleted in accordance with clause V.
3. **Data Collection, Storage, Analysis, and Financial Transaction Tools and Platforms**
   1. **For the purposes outlined in clause 1 of this Data Sharing Agreement, the following tools and platforms will be utilized by the IFRC.** 
      1. Data Collection: ODK, Kobo, RedRose, online self-registration form, EspoCRM etc.
      2. Data Storage: Microsoft Sharepoint, whichenforces team-wide and organization-wide two-factor authentication, single sign-on through Active Directory, and AES-256 encryption of data in transit and at rest, etc.
      3. Data Analysis: Microsoft Excel and Microsoft Power BI, etc.
      4. Financial Transactions will be conducted using payment mechanisms Visa, Blik, and/or MoneyGram. Only information necessary to provide cash assistance will be shared with Financial Service Providers. Additional local payment mechanisms are currently assessed and same measures to be applied to them, if need be.
      5. Communication with recipients of household cash assistance: Telegram, WhatsApp, Viber. A hotline will be established wherein recipients of cash assistance can ask and receive answers they may have related to the Red Cross cash assistance program or technical problems with their payment mechanisms.
4. **Data Transfers**
   1. For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the IFRC with a third party, and shall include, but is not limited to, subcontracting the processing of the Shared Personal Data, and/or granting a third party Controller access to the Shared Personal Data.
   2. If [add name of other Party]uses a third-party to aid in personal data processing, including but not limited to the provision of call center or other services, [add name of other Party]shall be a Data Controller for those operations and shall ensure that a contract is signed with any third-party that guarantees a similar level of data

protection as that outlined in this agreement and under applicable data protection law.

* 1. The [add name of other Party] authorizes the transfer of limited personal data for deduplication purposes for important reasons of public interest and in its legitimate interests. In order to fulfil its mandate as an auxiliary to the government and in response to the humanitarian crisis, it is essential to limit the aid provided to individuals based on the resources available – to ensure that as many people can benefit from aid as possible. It is only possible to provide broad humanitarian relief of millions of people if the humanitarian actors in the region cooperate to share limited data for deduplication purposes.
  2. For possible referral to services provided by other humanitarian organizations, such as another RCRC partner or UNHCR, registration data can be shared if the individual has provided consent to share their data for that purpose.

1. **Data Security**
   1. The Shared Personal Data shall be transferred by using secure methods as outlined herein:
      1. Password-encrypted Microsoft Excel file shared through secure file sharing platform with restricted user access
      2. *Ensure any computer handling operational data is installed with an appropriate version of Excel*. Anyone tasked with managing operational data will be using Excel 2016 or newer. Older versions of Excel have weaker encryption capabilities, particularly Excel 2007 and earlier.
   2. The Parties undertake to apply appropriate technical and organizational measures to protect the Shared Personal Data and to prevent:
      1. the unauthorized or unlawful processing of the Shared Personal Data;
      2. the accidental loss, destruction of, or damage to, the Shared Personal Data through backup of data files on external hard drive.
2. **Data Breaches**
   1. The Parties shall each comply with any applicable obligation to report a Personal Data Breach to the appropriate Supervisory Data Authority and where applicable, Data Subjects, in accordance with [IFRC Data Protection Policy, or the applicable law and shall inform each Party to this Agreement.
   2. The parties agree to provide reasonable assistance, as necessary, to each other to facilitate the handling of the Personal Data Breach expeditiously and in accordance with [IFRC Policy, or the applicable law].
   3. For the purposes of this clause, “Supervisory Data Authority” shall have the meaning given to it in Schedule 1 of this Agreement.