

TEMPLATE DATA SHARING AGREEMENT FOR CONTRACTORS

Only for use with institutional contractor that has a supply contract with UNICEF

INSTRUCTIONS

Scope: This template is for a data sharing agreement (DSA) when UNICEF provides access to UNICEF personal data or Third Party personal data for an institutional contractor (supplier) that has an institutional supply contract with UNICEF. Third Party Data refers to personal data that has been made available for UNICEF's use by third parties, such as government, NGO, UN or private sector partners. This DSA is a supplemental agreement to the institutional supply contract with the contractor and does not replace the UNICEF General Terms and Conditions. This DSA does not apply to primary data collection by a contractor.

Audience: All UNICEF offices can use this new template. The UNICEF Project Manager (referred to as "you" in these instructions) who is coordinating the sharing of the data with the contractor is responsible for completing this template DSA in accordance with the instructions. The DSA needs to be cleared and signed by the same UNICEF staff that signed the underlying institutional supply contract with the contractor.

Applicable Policies: When completing this template, please continue to comply with all applicable UNICEF policies and clearance requirements. This template does not replace those policies, nor does it address all policy areas that may be relevant in a particular case.

Legal Clearance: This template is comprised of two sections which together are the legally binding agreement:

- Letter Agreement (i.e. the first part of this document)
- Annexes - Data Processing Details, Form of Consent to be provided by Data Subjects, and Information Security (i.e. the second part of this document)

You may modify the Annexes without obtaining Legal Office clearance, but you cannot modify the Letter Agreement without Legal Office clearance. If you wish to make modifications to the Letter Agreement, please contact Supply staff in your office, who will coordinate with and seek clearance from the Legal Office.

UNICEF Project Manager responsibilities:

- ✓ Be sure to know **what data sets or components of data sets** are legitimately required by your contractor and **for what specific purpose**.
- ✓ Make sure you have **Third Party consent** to provide access to the Data Sets **before you begin**.
- ✓ When dealing with **highly sensitive data**, including **personal data**, contact the **Data Help Desk before you begin**.
- ✓ **Comply with all applicable UNICEF policies and Third Party instructions** for data sharing.
- ✓ **Obtain all necessary clearances** – including legal clearance when required (see above).
- ✓ **Ensure that the entire document is internally consistent** – between the Letter Agreement and the Annexes. When you make modifications to the Annexes, check that all elements of the Letter Agreement still make sense.
- ✓ **COMPLETE all fields and FOLLOW and DELETE all instructions before sharing the document with the contractor.**

OWN IT, PRACTICE IT! It is your responsibility to set this DSA up correctly and implement and monitor compliance. This is *not* just a form filling exercise.

- Be familiar with the agreement and the reasons for UNICEF's positions so you can make the contractor understand its obligations too.
- Don't leave it until the end to prepare this DSA. If you know you're going to need to share Third Party Data with the contractor, deal with this at the same time as you establish the supply contract with the contractor.
- Make sure you write down the access details accurately.
- Read it through - does it make

✓ **Guidance, questions and sharing best practice:** For any questions about how to use this template or for support in completing the template (including suggested Additional Security Measures for personal data and other highly sensitive data), please contact the **UNICEF Data Help Desk** [here](#) or via email at dataforchildren@unicef.org.

[Date]

[CONTRACTOR FULL LEGAL NAME]

[CONTRACTOR ADDRESS]

Contract No: [REDACTED]

Access to Data - Confidentiality Obligations

Dear [REDACTED]

In order to facilitate the provision of the services to the United Nations Children's Fund ("UNICEF") by your organization, [CONTRACTOR FULL LEGAL NAME] ("Contractor" or "you"), under the institutional contract identified in Annex 1 to this letter (the "Contract"), UNICEF has agreed to your collection, access, use and/or otherwise processing (collectively, "processing") of certain personal data specified in Annex 1 to this letter (collectively, the "Data Sets").

This letter (together with the Annexes attached to this letter, this "Agreement") is to confirm that UNICEF agrees to your processing of the Data Sets on the conditions set out below in this Agreement. All capitalized terms used but not defined in this Agreement have the meaning assigned to them in Annex 1 to this letter or in the Contract. The terms contained in this Agreement are in addition to, and not in replacement of, the terms of the Contract. This Agreement and the Contract will be construed and interpreted as complementary of one another.

1. Data Rights. You accept and acknowledge that the Data Sets are proprietary to UNICEF or the relevant third parties identified in Annex 1 to this letter (collectively, the "Third Parties") and that you will not claim any ownership or any other rights in the Data Sets.
2. Confidential Information. For the purposes of the Contract, the Data Sets are deemed to be UNICEF's Confidential Information (as defined in the Contract) and all of the provisions of Article 5 of the UNICEF General Terms and Conditions of Contract (Services) in the Contract apply to your access and use of the Data Sets. You will take the Additional Security Measures described in Annex 1 to this letter.
3. Access. Your access and use is limited to the Data Sets and no other data is being made available to you under this letter. UNICEF will make the Data Sets available to you through the Access Modality described in Annex 1 to this letter. To the extent that such access is provided through access credentials (such as password protected means), you agree to treat all such access credentials as Confidential Information and to take all reasonable precautions to prevent unauthorized or accidental disclosure of such access credentials. You will not share such access credentials with any person except your Authorized Data Processor Personnel.
4. Permitted Purpose Only. You will only use the Data Sets for the Permitted Purpose specified in Annex 1 to this letter and no other purpose. You will not use the Data Sets, and you will ensure that your Authorized Data Processor Personnel do not use the Data Sets, for any other purposes, including (but not limited to) developing analyses, publications, product or service offerings to third parties, without the express prior written consent of UNICEF and, as applicable, the relevant Third Parties. You will further not use the Data Sets, and you will ensure that your Authorized Data Processor Personnel do not use the Data Sets, for the business purposes of the Contractor or any third party and, in particular, you will not engage

in profiling, tracking or “data mining” of the Data Sets or communications by or for UNICEF or data subjects, whether through automated or human means, nor will you use the Data Sets, nor any data from the Data Sets that has been anonymized or aggregated, for machine-learning, except as expressly authorized in writing by UNICEF.

5. Authorized Data Processor Personnel. Access to the Data Sets under this Agreement is limited exclusively to your Personnel that need to be involved for purposes of performing obligations under this Agreement (“Authorized Data Processor Personnel”). You will keep a list of your Authorized Data Processor Personnel that has access to the Data Sets and you will share that list upon request with UNICEF. You will be responsible for the compliance by your Authorized Data Processor Personnel with the conditions on access set out in this Agreement.
6. Authorized Data Sub-processor. Only those of your sub-contractors or affiliates that are approved by UNICEF and that sign a separate agreement with you substantially consistent with the terms of this Agreement can receive access to the Data Sets (“Authorized Data Sub-processor”). You will impose the same requirements relating to data protection and non-disclosure as are imposed upon you under this Agreement to the Authorized Data Sub-processors and you will remain responsible for compliance with such requirements by such Authorized Data Sub-processors.
7. Compelled Disclosure. In accordance with Article 5.3 of the UNICEF General Terms and Conditions of Contract (Services), if you or any of your Authorized Data Sub-processors receive a request for disclosure of any of the Data Sets under any judicial or law enforcement process, before you make the requested disclosure, you will give UNICEF (to the UNICEF Data Manager identified in Annex 1) sufficient notice of the request in order to allow UNICEF to have a reasonable opportunity to take protective measures or take such other action as may be appropriate and will notify the relevant authority of this.
8. Data Protection Standards. In accordance with Article 5.6 of the UNICEF General Terms and Conditions of Contract (Services), you confirm that you have a data protection policy in place that is consistent with UNICEF’s Policy for Personal Data Protection and meets all applicable data protection standards and legal requirements. You further confirm that you have uploaded a copy of your data protection policy on your UN Global Marketplace profile. You will apply such policy in the storage, use, processing, retention and destruction of the Data Sets. If you do not have your own data protection policy in place or if your policy does not meet at least the protection standards of UNICEF’s Policy for Personal Data Protection, you will comply with and apply UNICEF’s Policy for Personal Data Protection in the performance of your obligations under this Agreement.
9. Data Storage. You will ensure that the Data Sets are maintained and/or stored exclusively in member State(s) that have recognized the privileges and immunities of the United Nations. You will also ensure that data access is provided in accordance with Annex 1 only, that a full audit trail is recorded on data access, and shared with UNICEF promptly upon UNICEF’s request.
10. Record Keeping. You will maintain a record of all categories of processing activities carried out on behalf of UNICEF under this Contract (including by the Contractor’s Sub-Processors), containing (a) the name and contact details of the Contractor and its data protection officer; (b) the categories of processing carried out (including by the Sub-Processors); and (c) where applicable, transfers of Data Sets to another country than the countries listed in Annex 1.

11. Segregation of Data. In accordance with Article 5.7 of the UNICEF General Terms and Conditions of Contract (Services), you will use reasonable efforts to ensure the logical segregation of the Data Sets from other information to the fullest extent possible.
12. Safeguards and Control of Data. You will implement appropriate organizational, administrative, physical and technical safeguards and procedures to protect the security of the Data Sets, including against or from accidental or unauthorized destruction, loss, alteration, disclosure, access, or unplanned loss of availability in line with Annex 3. UNICEF reserves the right to request higher security standards if the industry standards increase during the duration of this Contract. You may change the measures set out in Annex 3 at any time so long as you maintain a comparable or better level of security and provide notice to UNICEF by e-mail thirty (30) days prior to the date the measures take effect. Any other change of the measures contained in Annex 3 will require an amendment of the Contract.
13. Security Incident. In accordance with Article 5.9 of the UNICEF General Terms and Conditions of Contract (Services), you will immediately notify UNICEF (to the UNICEF Data Manager identified in Annex 1) if there is any actual, suspected or threatened unauthorized or accidental disclosure of the Data Sets or other Security Incident affecting the Data Sets and you will implement all necessary damage mitigation and remedial actions necessary to (i) mitigate any deleterious effect of the Security Incident, (ii) correct, remedy or cure the Security Incident, which will include retrieving and destroying any data copied by a third party and (iii) prevent similar Security Incident from occurring in the future, and will restore UNICEF's and, as directed by UNICEF, end users' access to the Services, and, if applicable, comply with UNICEF's instructions. You will, at your sole cost and expense, cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. You will not provide notice of any Security Incident directly to any person or entity whose data were implicated in the Security Incident, to any Governmental Body or to any third party, in each case, without prior written permission from UNICEF.
14. Data Protection Impact Assessment. If UNICEF is required to perform a data protection impact assessment, you will provide any documents and information requested by UNICEF (for example, this letter agreement, the Contract, any policies, plans, strategies or other measures, in particular as set out in Annex 1, audit reports or certifications (i.e. of GDPR or compliance with other standards). Any additional assistance will be mutually and cooperatively agreed between the Parties.
15. Access Period; Termination. The access and permission given to you under this Agreement is limited to the Access Period. Unless otherwise expressly stated in Annex 1, the Access Period is defined as the duration of the Contract. UNICEF may, but is not obliged to, agree to extend the Access Period upon your request. If you or any of your Authorized Data Processor Personnel or Authorized Data Sub-processors breaches any of the conditions set out in this Agreement, UNICEF may terminate your access to the Data Sets and withdraw its permission for you to use the Data Sets with immediate effect. UNICEF may also terminate the Contract in accordance with Article 6.2(b) of the UNICEF General Terms and Conditions of Contract (Services).
16. Data Subject's Right to Information and Access Requests. If you or any of your Authorized Data Sub-processors receive a request from a data subject to access, rectify or delete its personal data or obtain information about the data processing, you will immediately notify UNICEF (to the UNICEF Data Manager identified in Annex 1) of such request. You will provide your

reasonable cooperation to UNICEF to address such requests in accordance with the mechanisms set out in Annex 2 of the UNICEF Policy on Personal Data Protection.

17. Return / Destruction of Data. Unless otherwise expressly indicated in Annex 1, when the Access Period ends, you will transfer and return to UNICEF all the Data Sets, or, at UNICEF's option, irrevocably destroy by applying industry standards all copies of the Data Sets held by you and your Authorized Data Processor Personnel or Authorized Data Sub-processors and confirm such destruction to UNICEF in writing. For the avoidance of doubt, the requirement to destroy the Data Sets does not apply to Data Sets held within a UNICEF Filing System.
18. Survival of Obligations. Your obligations under this letter will survive the expiry of the Access Period or the earlier termination of this Agreement or the expiry or earlier termination of the Contract.
19. Disagreements. Any disagreements or conflicts relating to this Agreement or the Data Sets will be addressed in accordance with Article 9.3 of the UNICEF General Terms and Conditions of Contract (Services).

Nothing in or related to this letter will be treated as a waiver of the privileges and immunities of the United Nations and its subsidiary organs, including UNICEF.

Please confirm your agreement with the conditions set out in this Agreement, on behalf of your organization, by signing, dating, and returning to us the enclosed copy of this Agreement. As soon as we receive the copy of this Agreement countersigned by you, we will facilitate the access to the Data Sets described in this letter and your Access Period will begin.

We look forward to working with you for the fulfillment of the Contract.

Yours sincerely,

[Name]

[Title]

CONFIRMED AND AGREED ON BEHALF OF [FULL LEGAL NAME OF CONTRACTOR]:

Date: _____

Name: _____

Title: _____

ANNEX 1
Access Details

[Instructions: Before entering into this Data Processing Agreement, you need to ensure that the personal data processing of the Contractor for the purposes of the project complies with the UNICEF Policy for Personal Data Protection. If UNICEF acts as controller and the processing is likely to involve high risks to the rights and freedoms of the data subjects, in particular when new technologies are involved, a Data Protection Impact Assessment (DPIA) must be conducted prior to the processing. Even if you are not obliged under the Policy to conduct a DPIA, you may conduct such assessment. Risk assessment findings provide valuable information regarding appropriate project mitigations and safeguards to be implemented to ensure compliance with UNICEF's Policy on Personal Data Protection. You will find guidance on the DPIA on the data protection website of Data for Children or you can request support through the [Evidence Helpdesk](#).]

This Annex applies to, and forms an integral part of, the Data Processing Agreement between UNICEF and the Contractor named below under the Institutional Contract (Contract) referenced below.

1. OVERVIEW

Contractor	[FULL LEGAL NAME] [ADDRESS]
Contract	Institutional Contract between UNICEF and the Contractor dated [____]
Contractor Data Protection Policy	<p>[Instructions: Include the title of the Contractor's data protection policy. Also make sure that the Contractor uploads its policy to its UN Global Marketplace profile as per Section 8 above. If the Contractor does not have a data protection policy, or its data protection policy does not meet at least the standards of UNICEF Policy on Personal Data Protection, the Contractor will have to follow UNICEF's Policy on Personal Data Protection as per Section 8 above.]</p> <p>[TITLE OF POLICY]; a copy of which [can be found at [<i>include WEB LINK</i>]; and has been uploaded to the UN Global Marketplace profile].</p>
UNICEF Data Manager	[include name and contact details]
Contractor Data Manager	[include name and contact details]
Access Period	<p>[Instructions: Specify the duration of the collection, access, use and processing of the data. This is typically the entire duration of the relevant Contract. The Access Period may differ depending on the Data Set. Adapt as appropriate.]</p> <p>[The term of the relevant Contract.] OR [From [dd/mm/yr] to [dd/mm/yr]]</p>
UNICEF Ethical Review Committee/Board	<p>[Instructions: If your project requires ethical review (i.e., meets the criteria noted in Instruction 3 of the UNICEF Procedure for Ethical Standards and is not a part of routine data collection for programme implementation) include the name of the ethical review board, committee or panel that reviewed the evidence programme and the</p>

	date of sign off and authorisation to proceed. If this is not applicable for your project, simply add "Not applicable" in this column.]
2. DATA SETS	
<p>[Instructions: For each data set, fill out the required information below. Add more lines below depending on how many data sets are involved. The processing of personal data must be relevant, limited and adequate to what is necessary in relation to the purpose(s) specified for processing. So, it is important to only share the data that the Contractor actually needs to do its work under the Contract. In some cases, this may only be a subset of an original data set. If UNICEF is sharing data that we received from a third party (e.g. the government, private sector partner or another implementing partner), then make sure you have the required permission to share that data and that any conditions/restrictions on sharing are appropriately reflected in this Annex. Include a detailed description of each data set or components of data sets]</p>	
DATA SET #1	
Data Set Originator	UNICEF System Originator - Vision -Databricks -Custom built Apps -PowerApps -Dashboards
Description of Data Set	<p>The following data sets will be provided to the contractor for the duration of the contract period.</p> <p>The databases that will be granted access to the Vendor will include:</p> <ul style="list-style-type: none"> • Vision data • Databricks • Custom Apps • PowerApps data • Dashboard Data
Permitted Purpose for Data Processing	Data Lineage Catalog mapping System design
Conditions/Restrictions on Data Processing	Data shall be used and processed only in line with terms of reference agreement as outlined with the scope and delivery
Access Modality	Access will be granted using 1. Assigned email address and strong passwords in line with UNICEF password policies 2. Access to databases for applications will be provided via Azure Key Vaults (leveraging encryption and secrets)
Filing System	The contractor is not expected to file any of the data.
3. DATA COLLECTION	
<p>[Instructions: if the Contractor will not collect new Personal Data as part of the work under the Contract, please delete this section]</p>	
<p>[Instructions: If CONSENT is not the legitimate basis for data collection and processing, please contact the Evidence Helpdesk]</p>	
Consent Form	The legal basis for collecting new Personal Data will be: CONSENT.

	<p>After having provided the required information to the data subjects in line with the next section, the Contractor will ensure that appropriate consent forms are obtained by it for each data subject for which the Contractor will collect data.</p> <p>The consent form to be used for the processing of data under the programme [has been approved by UNICEF and the Contractor and is attached as Annex 2] OR [is subject to UNICEF's approval before use].</p> <p>The consent form will clearly indicate that the Contractor is collecting the data on behalf of UNICEF and that the data will be shared by the Contractor with UNICEF [and the Government] only for the Permitted Purpose.</p> <p>The consent form will be collected and stored as follows: <i>[specify whether it is paper form, mobile/tablet/other device, etc.]</i></p> <p>[Consent will be recorded in a secure Filing System.] [Instruction: If consent needs to be retained because of Contractor regulations, please add this in the Retention Section (last section of this table)]</p> <p>If a data subject raises concerns of providing his/her data and consent, the Contractor will not try to convince the individual to provide the consent, but instead inform that UNICEF takes any concerns seriously and will provide professional support and immediately notify UNICEF.</p>
Information about the Processing of Personal Data (Privacy Notice)	<p>When collecting Personal Data, the Contractor will inform the individuals (data subjects) about the personal data processing, in line with Annex 2, including</p> <ul style="list-style-type: none"> - the legal basis for processing their data (CONSENT) - The alternatives, if a beneficiary does not want to provide his/her consent - the specified purpose for which the data will be used - who will obtain access to the data - what measures are taken to keep the data secure - when the data will be deleted and - what rights the individual has on the data, namely right to access, rectify and delete the data and where to request these rights.
4. SECURITY MEASURES	
Additional Security Measures	<p>All material shared and viewed will be controlled with strict permissions configuration. This will be done from MS Platforms, Fabric and Databricks.</p> <ul style="list-style-type: none"> - Multi factor authentication - Role based access control - Active directory integration - Encryption for data at rest - Monitoring alerts - Identity protection
4. DATA TRANSFER, RETENTION, AND DESTRUCTION	
Transfer of Data Sets	Rules for transfer of data:

	<ol style="list-style-type: none"> 1. Encryption in transit 2. Access control only for authorized users or systems 3. Logging and monitoring with detailed logs 4. Data Minimization – only sharing what is required
Retention / Destruction of Data	<p>Rules on keeping the data after the Contract:</p> <ol style="list-style-type: none"> 1. Data retention only during the period of the contract validity 2. Ensure retained data used during the contract is securely stored 3. Ensure any consultants adhere to UNICEF policies on data retention and destruction of data

ANNEX 2

Form of Consent to be provided by Data Subjects

ANNEX 3 Information Security

Instructions: If you have any questions about this annex and/or would like to make any modifications to it, please consult **UNICEF Data Help Desk** [here](#) or via email at dataforchildren@unicef.org; and ICTD (Information Security team).

This Information Security Annex forms an integral part of the Agreement to which it is attached. Any capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

In addition to requirements set forth in the Agreement, the Contractor will:

1. Comply with UNICEF instructions on IT security and agrees to be subject to UNICEF information security reviews and/or audits, when requested.
2. Possess throughout the term of the Agreement:
 - 2.1. Incident detection measures and ensure incident response processes including its escalation to UNICEF.
 - 2.2. Information Security awareness process to train users according to their roles and responsibilities.
 - 2.3. Appropriate security controls for the processing of Personal Data, as well as sensitive non-personal data, and provide UNICEF upon the signature of the Agreement with a description of such security controls, which shall include at least
 - a) The pseudonymization of Personal Data, secure hosting and encryption of all data;
 - b) The ability to ensure the ongoing confidentiality, integrity, and availability of processing systems and services;
 - c) Basic email security controls to prevent own email domains being spoofed or communication altered in transit;
 - d) A process for regularly assessing vulnerabilities and evaluating the effectiveness of the security controls implemented;
 - e) The regular verification, evaluation and assessment of the security controls. Such measures shall at least include mechanisms to:
 1. Enforce multifactor authentication for any user access to Personal Data;
 2. Ensure encryption of data while in transit;
 3. Ensure organization-owned devices and systems are regularly updated;
 4. Ensure that all files and databases containing UNICEF data are backed up on a daily basis and paper-based information is duly secured in protected premises;
 5. Enforce system access controls, including secure credential management, granting user access while enforcing principle of least privilege, access recertification, revoking user access, administrative access and administrative user access management;
 6. Put physical access controls in place and ensure physical security measures specially targeted to protect paper based Personal Data are in place and aligned with the highest industry standards.