ANNEX I: UNHCR SPECIAL DATA PROTECTION CONDITIONS

1 DEFINITIONS AND INTERPRETATION

Unless otherwise stated herein, the capitalised terms shall be construed and have the same meanings as stated in the Contract.

- **Personal Data** means any personal information including identifying information such as the name, identification or passport number, mobile telephone number, email address, cash transaction details, of whatever nature, format or media that by whatever means, is provided to the Contractor by UNHCR, is accessed by the Contractor on the authority of UNHCR or is otherwise received by the Contractor on UNHCR's behalf and includes transactional or other information associated with the Data Subject generated by the Contractor in the course of providing the Service to UNHCR.
- **Processing** in relation to Personal Data, includes the obtaining, recording or holding of such data or carrying out any operation or set of operations on the data, including organisation, adaptation, or alteration; disclosure by transmission, dissemination, or otherwise; and alignment, combination, blocking, erasure, or destruction.

2 DATA PROCESSING

2.1 The Contractor agrees to process the Personal Data to which these special data protection conditions apply, and in particular the Contractor agrees that it shall:

a. process the Personal Data in accordance with the terms and conditions set out in this Annex and where the standards imposed by the data protection legislation regulating the Contractor processing of the Personal Data are higher than those prescribed in this Annex, then in accordance with such legislation;

b. process the Personal Data strictly in accordance with the purposes relevant to the Services in the manner specified from time to time by UNHCR; and for no other purpose or in any other manner except with the express prior written consent of UNHCR;

c. implement appropriate technical and organisational measures to safeguard the Personal Data from unauthorised or unlawful processing or accidental loss, destruction or damage, having regard to the state of technological development and the cost of implementing any measures; such measures shall ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and to the nature of the Personal Data to be protected;

d. regard the Personal Data as confidential data and not disclose such data to any person other than to employees, agents or sub-contractors to whom disclosure is necessary for the performance of the Services or except as may be required by any law or regulation affecting the Contractor;

e. implement technical and organisational measures to ensure the confidentiality, privacy, integrity, availability, accuracy and security of the Personal Data including establishing organisational policies for employees, agents and sub-contractors aimed at complying with the Contractor's duties to safeguard the Personal Data in accordance with this Annex;

f. implement backup processes as agreed between UNHCR and Contractor to procure the availability of the Personal Data at all times and ensure that UNHCR will have access to such backup of the Personal Data as is reasonably required by UNHCR;

g. ensure that any disclosure to an employee, agent or sub-contractor is subject to a binding legal obligation to comply with the obligations of the Contractor pursuant to this Annex including compliance with relevant technical and organisational measures for the confidentiality, privacy, integrity, availability, accuracy and security of the Personal Data. For the avoidance of doubt, any agreement with an employee, agent or sub-contractor shall not relieve the Contractor of its obligation

to comply fully with the special data protection provisions under this Annex, and the Contractor shall remain fully responsible and liable for ensuring full compliance with this Annex;

h. comply with any request from UNHCR to amend, transfer or delete Personal Data; provide a copy of all or specified Personal Data held by it in a format and or a media reasonably specified by UNHCR within reasonable timeframes as agreed between the parties;

i. should the Contractor receive any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with applicable law, immediately notify UNHCR and provide UNHCR with full co-operation and assistance in relation to any complaints, notices or communications;

j. promptly inform UNHCR if any Personal Data is lost or destroyed or becomes damaged, corrupted or unusable and at the request of UNHCR, restore such Personal Data at its own expense;

k. in the event of the exercise by Data Subjects of any rights in relation to their Personal Data, inform UNHCR as soon as possible,

l. assist UNHCR with all Data Subject information requests which may be received from any Data Subject in relation to any Personal Data;

m. not use the Personal Data of Data Subjects to contact, communicate or otherwise engage with the Data Subjects including transmission of any marketing or other commercial communications to the Data Subjects, except in accordance with the written consent of UNHCR or to comply with a court order. For the avoidance of doubt, the Contractor is not prohibited from contact, communication or engaging with the Data Subject in so far as this does not involve processing of Personal Data and the Contractor ensures that the promotion or offer of services is not in any manner associated to UNHCR or UNHCR's services;

n. notify UNHCR of the country(s) in which the Personal Data will be processed where such country(s) is not the country of the Contractor's registered office;

o. not process or transfer the Personal Data outside of the country of its registered office except with the express prior written consent of UNHCR pursuant to a request in writing from the Contractor to UNHCR;

p. permit and procure that its data processing facilities, procedures and documentation be submitted for scrutiny by UNHCR or its authorised representatives, on request, in order to audit or otherwise ascertain compliance with the terms of this Annex;

q. advise UNHCR of any significant change in the risk of unauthorised or unlawful processing or accidental loss, destruction or damage of Personal Data; and

r. report every 12 weeks (quarterly) to UNHCR on the steps it has taken to ensure compliance with clause 3.1.of this Annex.

3 WARRANTIES

3.1 The Contractor warrants that:

a. it will process the Personal Data in compliance with laws, enactments, regulations, orders, standards and other similar instruments applicable to the Contractor; and in accordance with the terms and conditions of this Annex;

b. in order to observe the rights of ownership and/or other proprietary or intellectual property rights of UNHCR in the Personal Data, not copy, retain or process the Personal Data in any manner over the course of the Contract and upon expiration or termination of the Contract, except as required by law or in accordance this Annex.

4 INDEMNITY

a. The Contractor agrees to indemnify, defend, and hold and save harmless, UNHCR, and its officials, agents and employees, in accordance with, and under the circumstances foreseen by, clause 7.1 of Annex A (UNHCR General Conditions of Contract for the Provision of Services (2010 revision)),

including, for the avoidance of any doubt, in the event a third party claim is brought against by UNHCR as a result of an act or omission of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them, in performing the obligations prescribed under this Annex.

5 APPOINTMENT OF SUB-CONTRACTORS AND AGENTS/ COMPLIANCE BY SUB-CONTRACTORS AND AGENTS

5.1 The Contractor may authorise a third party (sub-contractor or agent) to process the Personal Data:

b. subject to the terms of this Annex;

c. subject to UNHCR's prior written consent, the validity of the consent will be conditional on the Contractor supplying UNHCR with full and accurate details of the subcontractors or agents; and

d. provided the relevant sub-contractor's or agent's contract terminates automatically on the termination of the Contract for any reason.