



## **Data Sharing Agreement**

**among**

**the Office of the United Nations High Commissioner for Refugees,**

**the World Food Programme**

**and the United Nations Children's Fund**

**in the context of programmes involving transfers of cash assistance**

**to beneficiaries in humanitarian situations**

**October 2020**

*Recalling* the statement on cash assistance by the Principals of the Office of the United Nations High Commissioner for Refugees (UNHCR), the World Food Programme (WFP), the United Nations Children’s Fund (UNICEF) and the Office for the Coordination of Humanitarian Affairs (OCHA) dated 5 December 2018, and in particular paragraph (d), through which UNHCR, WFP, UNICEF and OCHA have committed, based on data protection principles, to harmonize our data management approach through interoperable data systems and data sharing agreements, with the objective to move towards a common data management and tracking system based on common beneficiary lists and easy access to beneficiary identification, thereby avoiding duplication;

*With reference to* the 17 September 2018 Addendum on Data Sharing to the January 2011 Memorandum of Understanding between UNHCR and WFP (the “2018 Data Sharing Addendum”), which provides a framework agreement for collaboration between UNCHR and WFP on this issue; and

*Following* discussions among our three organizations to align ourselves on the sharing of personal data and non-personal data in the context of programmes involving transfers of cash assistance to beneficiaries in humanitarian situations;

UNHCR, WFP and UNICEF (collectively as the “Agencies”) *hereby agree* as follows:

1. The Agencies agree to abide by the terms, conditions and processes set out in the 2018 Data Sharing Addendum in connection with mutual data sharing between UNICEF and UNHCR and between UNICEF and WFP, subject in each case to Sections 2 through 10 below.
2. Capitalized terms used but not defined in this Agreement shall have the meaning given to them in the 2018 Data Sharing Addendum. For the purposes of this Agreement, except as stated below in paragraph 6, all references to “Agencies” in the 2018 Data Sharing Addendum will be deemed to include UNICEF as relevant to give effect to this Agreement.
3. UNICEF’s agreement to share data with UNHCR and WFP will be in both refugee and non-refugee contexts. For clarity, the Agencies confirm that definition of “Persons of Concern” in Section 1.11 of the 2018 Data Sharing Addendum comprises all types of affected populations, including host populations and vulnerable nationals.
4. Data sharing from and with UNICEF will be addressed on a case-by-case basis, as follows:
  - a. Annex 1 of the 2018 Data Sharing Addendum will not form part of this Agreement. Instead, building on Annex 1 of the 2018 Data Sharing Addendum, the Agencies will use all reasonable efforts to develop and agree an annex specific to data sharing with and from UNICEF, taking into account, as appropriate, UNICEF’s mandate

in support of children and special considerations arising therefrom (“UNICEF Data Sharing Annex”).

i. When the UNICEF Data Sharing Annex is agreed, data sharing between UNICEF and UNHCR and between UNICEF and WFP will be subject to Sections 4.1 and 5.2.1 of the 2018 Data Sharing Addendum save that references to Annex 1 will instead be construed as references to the agreed UNICEF Data Sharing Annex.

ii. Until such time as the UNICEF Data Sharing Annex is agreed, Sections 4.1 and 5.2.1 of the 2018 Data Sharing Addendum will not apply to data sharing between UNICEF and UNHCR and between UNICEF and WFP and will instead be subject to the procedures relating to data and information not contained in Annex 1, namely Section 5.2.2 (with respect to Personal Data) and Section 4.2 (with respect to Non-Personal Data) of the 2018 Data Sharing Addendum.

b. Sharing of Personal Data from or with a UNICEF country programme will not be undertaken until UNICEF confirms to UNHCR and WFP that an appropriate UNICEF data management system in the relevant country is fully implemented and ready; in that regard, UNICEF takes note of Section 5.2.3(iv) of the 2018 Data Sharing Addendum and joins UNHCR and WFP in underlining the need for the precautions for the sharing of biometric data which are mentioned therein.

c. Data sharing under this Agreement will be limited to Personal Data and non-Personal Data processed or to be processed within the scope of UNICEF’s humanitarian cash programming activities (including assessment, analysis, targeting, implementation and monitoring in the context of cash assistance and any voucher schemes). Humanitarian cash transfers are defined within UNICEF as the provision of assistance in the form of money (either physical currency/cash, e-cash, voucher) to beneficiaries (individuals, households or communities) as part of a humanitarian response. Humanitarian Cash Transfers includes any transfer of value to eligible beneficiaries including unrestricted and restricted cash, unconditional and conditional cash as well as cash delivered with sector specific or multisector programmatic objectives. Cash transfers as a modality are distinct from in-kind assistance.

For the avoidance of doubt, it is understood and agreed that Personal Data and Non-Personal Data processed or to be processed through the Primero Platform is outside the scope of this Agreement. For these purposes, “Primero Platform” means all instances of the case management system, known as Primero, developed by UNICEF (whether existing at the date of this Agreement or implemented at a later date) intended for use by UNICEF and its partners for the purposes of child protection case management (CPIMS+), gender based violence case management and incident monitoring

(GBVIMS+) and grave violations monitoring (MRMIMS+), and for use by UNICEF for its non-programmatic case management.

d. The Parties wish to clarify, that the 2018 Data Sharing Addendum to the 2011 Global Memorandum between UNHCR and WFP, and particularly Annex 1 thereto, applies to beneficiary data processed by the Agencies as controllers (entities determining the purpose and the means of data processing) for their humanitarian or development programmes. Thus, an Agency which is holding data for and on behalf of a third party acting merely as a data processor is not required to share such data nor ask for the third party's authorization to share. In any instances where an Agency, in its function as data controller holds or processes, beneficiary data in respect of which authorization of a third party (acting as another controller with respect to that data) is required before sharing such data with another Agency, it will first seek the authorization from the relevant third party before sharing such data.

5. With respect to Section 5.1.2(i) of the 2018 Data Sharing Addendum ("legitimate and fair collection and processing"), the Agencies take note of the Personal Data Protection and Privacy Principles adopted by the UN High-Level Committee on Management in October 2018 (the "Principles"). In that regard, the Agencies note that the legitimate bases identified in the second sentence of Section 5.1.2(i) are consistent with the Principles and identify the preferred (but not the exclusive) legitimate bases for the processing of personal data of beneficiaries and that pursuant to such Principles, United Nations System Organizations should exercise caution when processing any data pertaining to vulnerable or marginalized individuals, including children.

6. Any disagreement or dispute arising out of, or relating to, data sharing as between UNICEF and UNHCR or between UNICEF and WFP shall be settled between UNICEF and the relevant other Agency in accordance with the escalation process in Section 7 of the 2018 Data Sharing Addendum and references to "Agencies" in such Section 7 shall be deemed a reference to UNICEF and that relevant other Agency.

7. The Joint Data Sharing Support Group referred to in Section 8 of the 2018 Data Sharing Addendum shall include UNICEF, to the extent relevant for the implementation of this Agreement. Following signature of this Agreement, the Agencies will discuss and agree on the scope and terms of UNICEF's participation in the Joint Data Sharing Support Group.

8. Nothing in this Agreement will be deemed or interpreted as modifying the 2018 Data Sharing Addendum, which shall continue in effect as between UNHCR and WFP.

9. Nothing in this Agreement or any other agreement or document entered into or issued in connection with this Agreement shall be deemed a waiver, express or implied, by any Agency or by the United Nations or the Food and Agriculture Organization of the United Nations of any privileges or immunities enjoyed by them pursuant to the 1946 Convention on the

Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, customary international law, other relevant international or national agreements, or under domestic law.

10. This Agreement will come into effect on the date of its signature by all three Agencies. It may be modified or terminated at any time by mutual written agreement.

For UNHCR:



Name: Filippo Grandi

Title: High Commissioner

Date: 02 November 2020

For WFP:



Name: David Beasley

Title: Executive Director

Date: 17-11-20

For UNICEF:



Name: Henrietta H. Fore

Title: Executive Director

Date: 28 October 2020