

ANNEX F
SUPPLEMENTARY AGREEMENT
CONCERNING THE PROTECTION OF BENEFICIARIES' PERSONAL DATA

between

**THE OFFICE OF THE UNITED NATIONS
HIGH COMMISSIONER FOR REFUGEES
(the "Data Controller" or "UNHCR")**

and

**[Financial Service Provider]
(the "Data Processor")**

PREAMBLE

WHEREAS, for the purpose of allowing electronic cash transfers from UNHCR to persons of concern to UNHCR (the "Beneficiaries") receiving the cash transfer, UNHCR collects and processes Personal Data of such Beneficiaries;

WHEREAS, UNHCR has engaged the Data Processor to render Services which incorporate processing Beneficiaries' personal data on UNHCR's behalf;

WHEREAS, by virtue of its mandate and internal rules and regulations, UNHCR has the obligation to ensure that the privacy and Personal Data of Beneficiaries are protected in the processing of such data, whether independently or through the engagement of data processors; and

WHEREAS, accordingly, this Supplementary Agreement pertains to the protection of Personal Data accessed, collected, or otherwise received and processed by the Data Processor on UNHCR's behalf in the course of rendering the Services as set out in the Frame Agreement for Provision of Services relating to Delivery of Cash Assistance (hereinafter the "Main Agreement") between UNHCR and the Data Processor.

NOW, THEREFORE, the Data Controller and the Data Processor (the "Parties") hereby agree as follows:

Section 1. Certain Definitions

1.1. In this Supplementary Agreement, the following terms have the following meanings given to them, unless the context otherwise requires:

- (a) "Data Subject" means a Beneficiary who is the intended recipient of cash transfers facilitated by the Data Controller and whose Personal Data is processed in the course of rendering the Services.
- (b) "Personal Data" means any information relating to an identified or identifiable individual, processed by the Data Processor in the course of rendering the Services.
- (c) "Processing" means any operation, or set of operations, automated or not, which is performed on personal data, including collection, recording, organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure, access, transfer, dissemination, providing access to or otherwise making available, correction or destruction.

GLOBAL

- (d) “Services” means the specific services and other activities for which the Data Controller has engaged the Data Processor as set out in the Main Agreement.
- (e) “Personal Data Sharing” means any act of transferring, disseminating, disclosing, providing access to or otherwise making available Personal Data.

1.2. Unless the context otherwise requires, capitalized terms used but not otherwise defined in this Supplementary Agreement shall have the meanings given to them in the Main Agreement.

Section 2. Data Processing

2.1. The Data Processor agrees to process the Personal Data to which this Supplementary Agreement applies, and in particular the Data Processor agrees that it shall:

- (a) process the Personal Data in accordance with the terms and conditions set out in this Supplementary Agreement, the documented instructions of the Data Controller, and where the standards imposed by the data protection legislation regulating the Data Processor processing of the Personal Data are higher than those prescribed in this Supplementary Agreement, then in accordance with such legislation; and
- (b) process the Personal Data strictly for the purpose of rendering the Services in the manner specified from time to time by the Data Controller in a Work Order; and for no other purpose or in any other manner except with the express prior written authorization of the Data Controller.;

2.2. The Personal Data Sharing between the Parties will be carried out as specified in the Work Order.

2.3. Except to provide Services as allowed under this Supplementary Agreement, the Data Processor shall 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 the Data Controller or to comply with a court order.

Section 3. Data Security and Confidentiality

3.1. The Data Processor shall implement appropriate technical and organisational measures to safeguard the Personal Data from unauthorised or unlawful processing or accidental loss, destruction or damage in compliance with best industry standards, 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. Without limiting the foregoing, the Data Processor shall:

- (a) Implement technical measures including storing Personal Data in a secure (encrypted) digital and physical environment, carry out Personal Data Sharing by secure (end-to-end-encrypted) means, the use of multi-factor authentication where possible, and passwords to prevent unauthorized access;
- (b) establish organisational policies for employees, agents and subcontractors aimed at restricting access to authorized personnel and devices, and complying with the Data Processor’s duties to safeguard the Personal Data in accordance with this Supplementary Agreement;
- (c) implement backup processes as agreed between the Data Controller and Data Processor to procure the availability of the Personal Data at all times and ensure that the Data Controller is provided with such backup of the Personal Data as is reasonably required by the Data Controller;

GLOBAL

- (d) promptly inform the Data Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unstable and at the request of the Data Controller, restore such Personal Data at its own expense; and
 - (e) advise the Data Controller of any significant change in the risk of unauthorised or unlawful processing or accidental loss, destruction, or damage of Personal Data.
- 3.2. In accordance with Article 13 of UNHCR General Conditions of Contract for the Provision of Services (Annex B to the Main Agreement), the Data Processor shall regard Personal Data as confidential data and not disclose such data without the prior written authorization of the Data Controller to any person other than to its employees, agents or subcontractors to whom disclosure is necessary for the performance of the Services, except (subject to Section 5.5 below) as may be required by any law or regulation affecting the Data Processor.
- 3.3. The Data Processor shall ensure that any disclosure to an authorized employee, agent or subcontractor is subject to a binding legal obligation to comply with the obligations of the Data Processor under this Supplementary Agreement 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, contract or other arrangement with an employee, agent or subcontractor shall not relieve the Data Processor of its obligation to comply fully with this Supplementary Agreement, and the Data Processor shall remain fully responsible and liable for ensuring full compliance with this Supplementary Agreement.
- 3.4. The Data Processor shall process the Personal Data only within Member State(s) that have recognized the privileges and immunities of the United Nations pursuant to the General Convention or any other relevant international or national legal instrument. The Data Processor shall inform UNHCR of the location of its processing the Personal Data and immediately notify of any changes. Under no circumstance shall any Personal Data of refugees or asylum seekers be transferred to their country of origin.

Section 4. Cooperation with the Data Controller

- 4.1. Subject to regulatory obligations, the Data Processor shall comply with any request from the Data Controller 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 the Data Controller within reasonable timeframes as agreed between the Parties...
- 4.2. should the Data Processor 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, the Data Processor shall immediately notify the Data Controller and provide the Data Controller with full co-operation and assistance in relation to any complaints, notices, or communications to the extent permissible by applicable laws.
- 4.3. In the event of the exercise by Data Subjects of any rights in relation to their Personal Data, the Data Processor shall inform the Data Controller as soon as possible, and follow the Data Controller's reasonable instructions relating to the data subject request or complaints.
- 4.4. The Data Processor shall permit and procure that its data processing facilities, procedures and documentation be submitted for scrutiny by the Data Controller or its authorised representatives, on request, in order to audit or otherwise ascertain compliance with the terms of this Supplementary Agreement; Following any actual or reasonably suspected unauthorized disclosure of Personal Data, in accordance with Article 23 (Audits and Investigations) of UNHCR General Conditions of Contract for the Provision of Services, UNHCR shall have the right to conduct, pursuant to appropriate confidentiality and technical restrictions, an on-site audit of the Contractor's or its affiliates' systems, policies, and procedures relevant to the security, integrity and confidentiality of UNHCR Data.

GLOBAL

- 4.5. If pursuant to any law or regulation affecting the Data Processor, Personal Data is sought by any governmental body, the Data Processor shall:
- (a) to the extent permissible by applicable laws, promptly notify the Data Controller of this fact and consult with the Data Controller regarding the Data Processor's response to the demand or request by such governmental body;
 - (b) inform such governmental body that such Personal Data is privileged due to the status of the Data Controller as a subsidiary organ of the United Nations, as a result of which it enjoys certain privileges and immunities as set forth in the Convention on the Privileges and Immunities of the United Nations (the "General Convention");
 - (c) request such governmental body either to redirect the relevant request for disclosure directly to the Data Controller or to grant the Data Controller the opportunity to present its position regarding the privileged status of such Personal Data;
 - (d) cooperate with the Data Controller's reasonable requests in connection with efforts by the Data Controller to ensure that its privileges and immunities are upheld and, to the extent permissible by law, seek to contest or challenge the demand or request based on, inter alia, the Data Controller's status, including its privileges and immunities;
 - (e) where the Data Processor is prohibited by applicable law or the governmental body from notifying the Data Controller of a governmental body's request for such Personal Data, notify the Data Controller promptly upon the lapse, termination, removal, or modification of such prohibition; and
 - (f) to the extent permissible by applicable laws, provide the Data Controller with true, correct, and complete copies of the governmental body's demands and requests, the Data Processor's responses thereto, and keep the Data Controller informed of all developments and communications with the governmental body.
- 4.6. Upon the Data Controller's request, the Data Processor shall provide reasonable cooperation and assistance needed to carry out a data protection impact assessment related to the Services, and to implement any recommendation arising out of the Data Controller's data protection impact assessments.

Section 5. Warranties

- 5.1. The Data Processor warrants that:
- (a) it will process the Personal Data in compliance with laws, enactments, regulations, orders, standards, and other similar instruments applicable to the Data Processor; and in accordance with the terms and conditions of this Supplementary Agreement; and
 - (b) in order to observe the rights of ownership and/or other proprietary or intellectual property rights of the Data Controller in the Personal Data, it will not copy, retain or process the Personal Data in any manner over the course of this Supplementary Agreement and upon expiration or termination of this Supplementary Agreement, except as required by law and in accordance this Supplementary Agreement.
- 5.2. The Data Controller warrants that it will collect and transfer Personal Data and implement appropriate technical and organizational measures to ensure the security of the Personal Data, in accordance with its data protection legal framework.

Section 6. Indemnity

The Data Processor agrees to indemnify and keep indemnified and defend at its expense the Data Controller against all costs, claims, damages, or expenses incurred by the Data Controller or for which the Data Controller may become liable due to any failure by the Data Processor or

GLOBAL

its employees, subcontractors or agents to comply with the obligations under this Supplementary Agreement.

Section 7. Subcontractors and Agents

- 7.1. The Data Processor may authorise a third-party subcontractor or agent to process the Personal Data, so long as such authorisation does not otherwise violate the Data Processor's obligations under this Supplementary Agreement and subject to the following conditions:
- (a) the Data Controller hereby provides general authorisation for the engagement of such third-party subcontractor or agent and upon request from the Data Controller the Data Processor shall provide the Data Controller will full and accurate details of such engagement; and
 - (b) the execution by such third party contractor or agent of a written agreement with the Data Processor under which (i) such third party contractor or agent affords substantially the same data protection standards to meet obligations of the Data Processor hereunder, including but not limited to the same requirements relating to the security and protection of Personal Data, non-disclosure of Personal Data, and acknowledgement of the inviolability of Personal Data as are imposed upon the Data Processor under this Supplementary Agreement (and (ii) the Data Processor is liable to the Data Controller for any breach of the terms of this Supplementary Agreement by the third party or agent.
- 7.2. The Data Processor shall promptly notify the Data Controller of any breach of a third-party's obligations under an agreement and shall use reasonable efforts to enforce the obligations of the third party thereunder. The Data Processor shall provide reasonable assistance to the Data Controller to support enforcement by the Data Controller of the obligations of the third party under such agreement.

Section 8. Termination

- 8.1. This Supplementary Agreement shall terminate automatically upon termination or expiration of the Main Agreement.
- 8.2. The Data Controller shall be entitled to terminate this Supplementary Agreement forthwith by notice in writing to the Data Processor if the Data Processor is in a material or persistent breach of this Supplementary Agreement which, in the case of a breach capable of remedy, shall not have been remedied within five days from the date of receipt by the Data Processor of a notice from the Data Controller identifying the breach and requiring its remedy.
- 8.3. The obligations and restrictions in Sections 2, 3, 4, and 7 of this Supplementary Agreement shall remain effective following any termination of this Supplementary Agreement, unless otherwise agreed between the Parties in writing.

Section 9. Return or Deletion of Personal Data

- 9.1. After expiration or termination of this Supplementary Agreement, the Data Processor shall, upon the Data Controller's written instruction, return or delete all Personal Data, except and for so long as required by applicable law.
- 9.2. In the event that the Data Controller elects to delete Personal Data under this Section 9, such destruction shall be effected by the Data Processor promptly, and shall be evidenced by a written attestation issued to the Data Controller and signed by two authorized representatives of the Data Processor.
- 9.3. The Data Processor shall give written notice to the Data Controller of any Personal Data it is required to retain under applicable law. The Data Processor shall promptly return or delete such retained Personal Data as soon as permitted under applicable law, and its obligations under this Supplementary Agreement shall survive until such retained Personal Data is returned or deleted in accordance with this Section 9.

GLOBAL

9.4. Notwithstanding the return or deletion of the Personal Data, the Data Processor shall continue to be bound by the confidentiality obligations under the Main Agreement.

Section 10. Dispute Resolution

Any dispute, controversy or claim between the Parties arising out of this Supplementary Agreement shall be governed by the relevant provisions of the Main Agreement governing the settlement of disputes.

Section 11. Privileges and Immunities

Nothing in or relating to this Supplementary Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, or of UNHCR (as a subsidiary organ of the United Nations).

Section 12. Miscellaneous Provisions

12.1. Headings and titles used in this Supplementary Agreement are for reference purposes only and shall not be deemed a part of this Supplementary Agreement for any purpose whatsoever.

12.2. Unless the context otherwise clearly requires, (a) all references to the singular shall include the plural and vice versa and references to any gender shall include every gender; and (b) any words following the word "include," "includes," "including," "in particular" or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them or immediately following them.

12.3. This Supplementary Agreement and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to append their signatures below as of the date first stated above.

For and on behalf of:

For and on behalf of:

**THE OFFICE OF THE UNITED NATIONS
HIGH COMMISSIONER FOR REFUGEES**

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

Place:

Place: