

Special Data Protection Conditions

- 1.1. Confidentiality. In accordance with Article 13 of UNHCR General Conditions of Contract for the Provision of Services (Annex A to the Main Agreement), the Contractor shall regard Personal Data as confidential data and not disclose such data without the prior written authorization of UNHCR 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 4.6 above) as may be required by any law or regulation affecting the Contractor.
- 1.2. Security of Personal Data. The Contractor 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 Contractor shall:
 - (a) implement technical and organisational measures to procure the confidentiality, privacy, integrity, availability, accuracy and security of the Personal Data including to ensure that any disclosure to an employee, agent or subcontractor is subject to a binding legal obligation to comply with the obligations of the Contractor 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 Contractor of its obligation to comply fully with this Supplementary Agreement, and the Contractor shall remain fully responsible and liable for ensuring full compliance with this Supplementary Agreement;
 - (b) ensure that the Personal Data are stored in a secure (encrypted) digital and physical environment;
 - (c) ensure that all data sharing is executed by secure (end-to-end encrypted) means;
 - (d) implement technical measures including (i) restricting access to data to authorized personnel and devices only, (ii) the use of multi-factor authentication where possible, and passwords to prevent unauthorized access to data and (iii) backing-up data in case of loss or damage;
 - (e) implement organizational measures including (i) securing premises where hard-copy files or computers are stored, (ii) safely disposing of any obsolete hard copy files and (iii) ensuring that portable devices are kept in a secure location at all times when not in use.
 - (f) implement backup processes as agreed between UNHCR and the 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) 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;

- (h) inform UNHCR of the location of its processing the Personal Data and immediately notify UNHCR of any changes. The Contractor 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. Under no circumstance shall any Personal Data of refugees or asylum seekers be transferred to their country of origin.
- 1.3. Audit. The Contractor shall 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 Agreement. Following any actual or reasonably suspected unauthorized disclosure of Personal Data shared by UNHCR with the Contractor, in accordance with Article 23 (Audits and Investigations) of UNHCR General Conditions of Contract for the Provision of Services (Annex A to the Main Agreement), 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 and integrity of UNHCR Data.
- 1.4. Requests or complaints concerning compliance with law. 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, relating notices or communications.
- 1.5. Notification of Personal Data Breach. The Contractor shall,
- (a) promptly and without undue delay inform UNHCR upon becoming aware of any actual or potential Personal Data Breach and shall use its best efforts to follow UNHCR's instructions to take mitigating measures.
 - (b) advise UNHCR of any significant change in the risk of unauthorised or unlawful processing or Personal Data Breach.
- 1.6. Responsibilities relating to Data Subjects. The Contractor shall observe the following responsibilities relating to Data Subjects:
- (a) In the event of a request by a Data Subject to exercise their rights to information, access, correction, deletion and objection in relation to their Personal Data, the Contractor shall inform UNHCR as soon as possible and follow UNHCR's reasonable instructions;
 - (b) The Contractor shall assist UNHCR with all data subject requests or complaints which may be received from a Data Subject in relation to their Personal Data.
- 1.7. Non-disclosure to Governmental bodies. The Contractor recognizes that any data and information, including without limitation Personal Data, to be processed by the Contractor pursuant to this Supplementary Agreement is part of UNHCR assets and is subject to the privileges and immunities accorded to the United Nations, including UNHCR, and as such (i) shall be deemed part of UNHCR's archives which are inviolable wherever located and by whomever held and may be disclosed, (ii) shall be immune from search, requisition, confiscation, and any form of interference by any party, whether by executive, administrative, judicial or legislative action, unless such immunity is expressly waived in writing by UNHCR. If pursuant to any law or regulation affecting the Contractor, Personal Data is sought by any governmental body, the Contractor shall:

- (a) promptly notify UNHCR of this fact and consult with UNHCR regarding the Contractor'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 UNHCR 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 UNHCR or to grant UNHCR the opportunity to present its position regarding the privileged status of such Personal Data;
 - (d) cooperate with UNHCR's reasonable requests in connection with efforts by UNHCR 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, UNHCR's status, including its privileges and immunities;
 - (e) where the Contractor is prohibited by applicable law or the governmental body from notifying UNHCR of a governmental body's request for such Personal Data, notify UNHCR promptly upon the lapse, termination, removal or modification of such prohibition;
 - (f) provide UNHCR with true, correct and complete copies of the governmental body's demands and requests, the Contractor's responses thereto, and keep UNHCR informed of all developments and communications with the governmental body.
- 1.8. Subcontractors and Agents. The Contractor may authorise a third-party subcontractor or agent to process the Personal Data, so long as such authorisation does not otherwise violate the Contractor's obligations under this Supplementary Agreement and subject to the following conditions:
- (a) UNHCR's prior expressed written authorization, the validity of such authorization being conditioned on the Contractor supplying UNHCR with full and accurate details of such third party subcontractor or agent at least 30 days in advance; and
 - (b) the execution by such third party contractor or agent of a written agreement with the Contractor under which (i) such third party contractor or agent is bound to the same obligations of the Contractor hereunder, (ii) UNHCR is expressly identified in such agreement as third-party beneficiary and such agreement provides that the obligations of such third party contractor or agent are made for the benefit of and are enforceable by UNHCR in a binding arbitration procedure as described in the Main Agreement and without waiver, express or implied, 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) and (iii) the agreement terminates automatically on the expiry or termination, for any reason, of this Supplementary Agreement.
 - (c) UNHCR is provided an original counterpart of the agreement referred to in Section **Error! Reference source not found.**, signed by all parties thereto;
 - (d) The Contractor shall promptly notify UNHCR of any breach of a third-party's obligations under an agreement referred to in Section **Error! Reference source not found.** and shall use reasonable efforts to enforce the obligations of the third party thereunder. The Contractor shall provide reasonable assistance to UNHCR to support enforcement by

UNHCR, as third party beneficiary, of the obligations of the third party under such agreement.