

## Data Sharing Agreement

This Data Sharing Agreement (hereinafter “agreement”) is designed to outline the process for data sharing between {Organization 1} (hereinafter “XX”) and {Organization 2} (hereinafter “YY”) in Libya.

### Purpose of agreement

The purpose of this document is to outline the role and responsibilities of XX and YY for data sharing between the two organizations. It discusses protocols for the data storage and access, and outlines steps for each agency to commit to regarding the data protection of the beneficiaries. Sharing identifying information is:

- To avoid duplication by facilitating cross checking of individual beneficiary details. Both within and between agencies
- To facilitate possible analysis of aggregate outputs and production of the lesson learnt documentation and between agencies
- Facilitate referrals within and between agencies and additional support to beneficiaries

### Timeframe of the agreement

This agreement will be valid from the date of signature and remain valid for the period of six (6) months from the date of signing. Following this period, both agencies can revisit the needs for the continuation of the said agreement and terms of the agreement

### Consent

Prior to the interviews or surveys or other data-collection, respondents should be briefed on the purpose of the assessment, the reason for collection information, and the mechanisms for the protection respondents’ feedback and privacy. Respondents will be informed that all the data collected during the assessment will be managed by the collecting agency and that this information will only be shared with the other agency listed in this agreement for the performance of duplication check. All the data enumerators/agency staff will proceed with the assessment only after obtaining this informed consent from the potential respondents prior to the assessment.

Potential respondents will additionally, separately, be asked whether they consent to having their contact information shared with other agencies for the purpose of referring them for additional services to the two parties in this agreement or other. Declining consent to have their information shared would not exclude households from receiving the assistance. Respondents will be informed that they may ask questions or withdraw. Respondents will be informed that the agency may share response information with donors or the other agency for the purpose of coordinating assistance or publish overall findings in the report to inform the humanitarian community but will not release their individual responses or personal information publicly.

### Data content and confidentiality

XX and YY will share only critical identification information from the respondents and potential beneficiaries, including

- Date of recording
- Full name (including mother's name)
- Gender
- Name of head of HH or alternate, if provided
- HH booklet number or similar identification number
- HH phone number
- Location; governorate, district, sub-district, village/neighborhood
- Answers for relevant Shelter/ NFI questions
- Overall vulnerability scoring for HH determined through CMWG targeting model

Each party shall provide basic information regarding the reason for the request (e.g. activity) timeline for the activity and location of interest.

XX and YY commit to ensuring that only the authorized agencies in this agreement and the designated focal point within them' can access the data. Authorized designated focal points are employee of the agencies in this agreement who have a functional or administrative need to know role.

Specifically, this will include {to be modified as relevant}.

- YY Country Office representative
- YY Shelter and NFI Project Manager
- YY Database Manager
- YY Cash/ NFI officer (1x)
- XX Country Office representative
- XX Cash/NFI Project Manager
- XX Cash/NFI Senior Officers
- XX Information Management Officer
- XX MEAL Coordinator

Adding any additional staff as Authorized persons (e.g. M&E or Reporting Managers) will require written prior approval between the two parties. Accounts privileges will be set so that each user will only have access to depending on the user profile i.e functions like (imports, view, export, run, report, modify, delete, etc.) essential to fulfill their responsibilities, and restricting permissions to modify or delete data as much as possible. Any additional required features will require written agreement between the two parties.

In the case of a data security breach, the responsible party will notify the other party immediately (within 24 hrs of breach) and all passwords to datasheets/inputs devices will need to be changed. The designated persons (Specialists or PMs) with IT staff will assess the extent of the risk related to the breach and develop and action plan accordingly. This action plan shall be communicated to all parties.

At bare minimum, safeguards for the protection of the personal information shall include:

- Limiting access of personal information to Authorized persons only;
- Ensuring that once data is collected on mobile devices or paper, it is uploaded or housed in a lockable safe as soon as possible to minimize the amount of time data is stored on the devices or visible/accessible in paper form.

- Password information will be sent separately via email for the authorized person to gain access to the database or input devices.
- Following a duplication check of the data or other processes agreed, the shared data sheet from the sending party will be deleted by the receiving party within seven (7) working days

### **Operating Procedures for Identified Duplication**

Duplication check will be conducted by the agreed focal point in each agency in advance of activities involving financial support to beneficiaries. Agencies agree to submit requests for duplication check at least three (3) working days prior to payments to potential beneficiaries.

XX and YY agree not to finalize any beneficiary payment lists prior to the receipt and review by the focal point to confirm that there are no duplicates have been found.

In the case of identified duplications, the focal points shall inform their counterparts for correction.

Both XX and YY will discuss and agree the way forward for duplicate cases based on available coverage, geographic location, project time-frames and beneficiary preferences. Both agencies will retain a log of communication and division-made in this instance, including communication with beneficiary of duplicated case.

### **Operating Procedures for identified caseload for referrals between actors**

A referral will be initiated by the agreed focal point in each agency following the data clearing of the concluded assessment when (1) the referral selection criteria is met and (2) the beneficiary has given informed consent for their data to be passed on to a partner organization. The informed consent needs to be taken in addition to the generic consent acquired during the assessment period and must include the services they might gain access to as well as the data protection measures put in place.

The sharing of data will follow the above outlined process in the section on data content and confidentiality.

The receiving agency will inform the sending agency about outcomes and follow up actions taken on all cases.

### **End user of data**

Exports of the data from the sending party by the receiving party shall require prior consent and agreement of both parties. Any agreed use of anonymized data for statistical purposes will be created as per donor requirements. Individual responses will never be published in full, and personally identifying details will not be released publically. If quotes are published, identifying details will be removed to protect the privacy of the respondents

Should disputes arise out of this sharing agreement they will be resolved at field level between Project Managers of both agencies. In case of problems not being resolved to the satisfaction of both parties the matter will be escalated to the responsible line managers.

**Date:**

**For and on behalf of XX:**

**Signature:**

**Name:**

**Position:**

**Date:**

**For and on behalf of YY:**

**Signature:**

**Name:**

**Position:**