
Data Privacy Terms

Data and Security Requirements:

-The Consultant confirms that the platform will be built in compliance with the internationally recognized Privacy by Design principles, and a privacy specialist will assist the configuration of the platform and confirm the integration of such principles at every iteration of the platform development:

1. Proactive not Reactive; Preventative not Remedial
2. Privacy as the Default
3. Privacy Embedded into Design
4. Full Functionality — Positive-Sum, not Zero-Sum
5. End-to-End Security — Lifecycle Protection
6. Visibility and Transparency
7. Respect for User Privacy

- In particular, the Consultant will build the system in line with following requirements:

1. that only the minimum data required for the purposes of the project will be collected; individuals will not be tracked;
2. that the system is designed and developed in a way that the data collected can only be used for purposes related to the aim of the project, i.e. digital upskilling of Youth and matching them to market jobs.
3. that informed consent of users is recorded, prior to the acceptance of the privacy notice.
4. that the Privacy notice is included in the footer at the bottom of the main page or as necessary.
5. that the option for the user to delete her/his profile and quit the system is duly added.
6. that when maintaining the platform following the start of the project, any personal data will be processed in line with best practice.

- The Consultant shall perform the Services in accordance with the Personal Data Protection Terms specified in **Appendix A**, and shall ensure that any sub-contractor is contractually bound by, and will comply with those terms. The terms shall apply to any processing of personal data by the Consultants and any sub-contractor, as well as any platform that will process personal data

- The Consultant shall perform the Services in accordance with UNICEF's security requirements document.

- The Consultant shall perform the Services in accordance with UNICEF's General Terms and Conditions specified in **Appendix B**.

- The Consultant shall perform the Services in accordance with the General Data Protection Regulation (EU GDPR).

- During the term of the partnership agreement entered into between the Client and UNICEF on the n^{th} of Month 202 n , The Consultant shall ensure that the data generated on the platform specified in Appendix A, is owned by UNICEF and Client, and the Client shall have the right and a perpetual royalty-free license to use, modify, exploit, and manipulate such data and generate reports, provided that the Client shall inform in advance UNICEF of any data to be published by the Client.

Appendix A – UNICEF Personal Data Protection Terms

1. BACKGROUND

- 1.1. **Purpose and Application.** This document (“**DPA**”) is incorporated into the Contract between the Consultant and UNICEF. This DPA applies to all UNICEF Data (as defined below) processed by the Consultant and its Sub-processors in connection with its provision of the Services (as defined in the Contract).
- 1.2. **Structure.** Appendices 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects and the applicable technical and organizational measures.
- 1.3. **Governance.** The Contractor acts as a Processor, and UNICEF act as a Controller under the DPA.

2. DEFINITIONS

The following capitalized terms will have the meaning assigned to them hereafter. Capitalized terms not defined herein will have the meanings given to them in the Contract.

- 2.1. “**Controller**” means an agency which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 2.2. “**Data Protection Rules**” means
 - a) with respect to UNICEF: the data protection rules, policies or guidelines applicable to UNICEF, and
 - b) with respect to the Contractor the respective data protection legislation applicable to the Contractor, and the European General Data Protection Regulation (Regulation (EU) 2016/679, the “**GDPR**”) as a minimum standard.
- 2.3. “**Data Subject**” means an identified or identifiable natural person whose Personal Data is processed in the context of the provision of the Services.
- 2.4. “**Personal Data**” means any information relating to a Data Subject; Personal Data is a sub-set of UNICEF Data (as defined in the Contract).
- 2.5. “**Data Breach**” means an actual, threatened or reasonably suspected (1) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to UNICEF Data or (2) similar incident involving UNICEF Data, including any violation of the confidentiality or technical and organizational security measures contained in the Agreement (including this Annex)
- 2.6. “**Process**” shall mean any action or set of actions which is performed on UNICEF Data, including automated, computerized, written and oral actions. Such actions may include, but are not limited to, the collection, recording, storage, updating, alteration, use, retrieval, restriction, disclosure, transfer, dissemination, erasure or disposal of

Personal Data.

- 2.7. **“Processor”** means an entity which processes personal data on behalf of the Controller.
- 2.8. **“Sub processor”** means any entity engaged by the Contractor which processes Personal Data on behalf of the Contractor for the provisions of the Services hereunder and which are listed in the supplement hereto.
- 2.9. **“UNICEF Data”** means any data, including any Personal Data, which is
 - (i) entered by UNICEF or its users into the system provided by the Contractor or derived from their use of the Services, and
 - (ii) otherwise supplied by UNICEF to the Contractor, accessed or collected by the Contractor or its Sub processors in order to provide the Services under the Contract.

3. DATA PROCESSING ON BEHALF OF UNICEF

- 3.1. **Data Processing Purpose and Instructions from UNICEF.** The Contractor will process UNICEF Data only for the purposes of the provision of the Services in accordance with the Contract and, to the extent they are technically feasible and do not require changes to the Services, with the documented instructions from UNICEF. In particular, the Contractor will not use any UNICEF Data for the benefit of the Contractor or any third party and, in particular, will not engage in, nor build any technical solution capable of tracking or “data mining” of any UNICEF Data or communications by or for UNICEF or Data Subjects, whether through automated or human means, nor will use the UNICEF Data for machine-learning, except as expressly authorized in writing by UNICEF.
- 3.2. **Processing on Legal Requirement.** The Contractor may also process Personal Data where mandatory to do so under applicable law, subject always to (i) UNICEF’s privileges and immunities and (ii) the provisions of the Contract on confidentiality and disclosure (Non-disclosure agreement to be signed by every of contractor’s involved personnel). In such a case, the Contractor shall inform UNICEF of that legal requirement before processing.
- 3.3. **Types of Personal Data and Data Processing Activities.** The Contractor shall describe in the supplement the types of Personal Data and categories of Data Subjects that it will process and to which this Annex applies, the data processing activities, and the Sub processors used in that context including the locations of processing.
- 3.4. **Personnel.** To process Personal Data, the Contractor and its Sub processors shall only grant access to authorized personnel who have committed themselves to confidentiality on a need-to-know basis. The Contractor and its Sub processors will regularly train personnel having access to Personal Data in applicable personal data

security and data privacy standards and the measures agreed in Appendix 2.

- 3.5. **Cooperation.** At UNICEF's request, the Contractor will cooperate with UNICEF in dealing with requests from Data Subjects regarding the Contractor's processing of Personal Data or any Data Breach relating to Personal Data. The Contractor shall notify UNICEF as soon as reasonably possible about any request it has received from a Data Subject in relation to their Personal Data processing. The Contractor shall not take any action vis-à-vis the Data Subjects, unless UNICEF instructs it to do so. The Contractor shall provide functionality that supports UNICEF's ability to correct or remove Personal Data from the Services, or restrict its processing. Where such functionality is not provided, the Contractor will correct or remove any Personal Data, or restrict its processing, in accordance with UNICEF's instruction and Data Protection Rules.
- 3.6. **Data Protection Impact Assessment.** If UNICEF is required to perform a data protection impact assessment, the Contractor will provide any documents and information requested by UNICEF (for example, this DPA, the Contract, any policies, plans, strategies or other measures, in particular as set out in Appendix 2, audit reports or certifications, i.e. of GDPR or compliance with other standards). Any additional assistance shall be mutually and cooperatively agreed between the Parties.

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- 3.7. **Data Storage.** The Contractor shall ensure that data belonging to, originating from or in any way associated to UNICEF is maintained and/or stored exclusively in member State(s) that have recognized the privileges and immunities of UNICEF (as defined in Section 12.1). The Contractor will also ensure that data access will only be provided in accordance with Appendix 2 and a full audit trail is recorded on data access and shared with UNICEF, promptly upon UNICEF's request.
- 3.8. **Confidentiality / Data Sharing.** The Contractor shall regard any UNICEF Data as highly confidential and shall not disclose or share any Personal Data with any person other than employees of the Contractor, as per Section 3.2, or any approved Sub processors to whom disclosure of the Personal Data is necessary for the performance of the Services, as per Section 8.

4. DATA BREACH PROCEDURE

- 4.1. Immediately upon the occurrence of a Data Breach, the Contractor shall notify UNICEF specifying:
- (i) the nature and source of the incident,
 - (ii) the nature or type of Data implicated in the incident,
 - (iii) the person or entity responsible for the Data Breach, if known, and
 - (iv) the and actions taken or proposed to be taken by the Contractor to remedy or cure the current breach, the time required to fully implement the proposed measures, as well as any further measures taken or proposed to be taken by the Contractor to prevent similar Data Breaches in the future.
- The Contractor shall keep UNICEF informed of the progress of the Contractor's implementation of such mitigating and corrective actions.
- 4.2. As soon as possible following the date when the Contractor discovers a Data Breach, the Contractor, at its sole cost and expense, shall complete the implementation of any and all actions necessary to: (i) mitigate any deleterious effect of such Data Breach, (ii) correct, remedy or cure such Data Breach, which shall include retrieving and destroying any Data copied by a third party and (iii) prevent similar Data Breaches from occurring in the future, and shall restore UNICEF's and, as directed by UNICEF, end users' access to the Services.
- 4.3. The Contractor, at its sole cost and expense, shall cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Data Breach.
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- 4.4. The Contractor shall not provide notice of any Data Breach directly to any person or

entity whose Data were implicated in such Data Breach, to any Governmental Body or to any third party, in each case, without prior written permission from UNICEF.

5. RECORD KEEPING

The Contractor shall maintain a record of all categories of Personal Data processing activities carried out on behalf of UNICEF under this Contract (including by the Contractor's Sub-Processors), containing:

- a) the name and contact details of the Contractor and its data protection officer;
- b) the categories of processing carried out (including by the Sub-Processors);
- c) where applicable, transfers of Personal Data to another country than the countries listed in supplement 1 and countries where the GDPR applies.

6. CERTIFICATIONS AND AUDITS

6.1. **Audit.** UNICEF or its independent third-party auditor may audit the Contractor's control environment and security practices relevant to Personal Data processed by the Contractor if:

- a) The Contractor has not provided sufficient evidence of its compliance with the technical and organizational measures that protect the production systems of the Services through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 and/or ISAE3000 or other SOC1-3 attestation report;
- b) A Data Breach has occurred;
- c) An audit is formally requested by UNICEF's auditors or its data protection authority; or
- d) Data Protection Rules provide UNICEF with a direct audit right provided that UNICEF shall only audit once in any twelve-month period unless Data Protection Rules require more frequent audits.

6.2. **Scope of Audit.** UNICEF shall provide at least sixty days advance notice of any audit related to the control environment and security measures unless Data Protection Rules or UNICEF's data protection authority require shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. UNICEF audits shall be limited in time to a maximum of three business days, or for any extended period as may be agreed upon by the Parties. Beyond such restrictions, the Parties will use current certifications or other audit reports to avoid or minimize repetitive audits. UNICEF shall provide the results of any audit to the Contractor to the extent permissible under UNICEF's rules and regulations including its disclosure policy.

7. SUBPROCESSORS

7.1. **Permitted Use.** The Contractor is granted a general authorization to subcontract (in accordance with the provisions of the Contract) the processing of Personal Data to Sub processors, if necessary, for the implementation of the Contractor's Services under the Agreement, provided that:

- a) The Contractor shall engage Sub processors under a written (including in electronic form) contract containing identical conditions as this DPA in relation to the Sub processor's processing of Personal Data, in particular with respect to the purpose of the processing, the confidentiality/onward sharing, the IT security measures, provisions relating to Data Breach, data deletion, data inventory, etc.. The Contractor

shall be liable for any breaches by the Sub processor in accordance with the terms of this DPA.

- b) The Contractor will evaluate the security, privacy and confidentiality practices of a Sub processor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA, and will be liable for any breach of this to UNICEF.
- c) The Contractor's list of Sub processors in place on the effective date of the Contract is published by the Contractor or the Contractor will make it available to UNICEF upon request, including the name, address and role of each Sub processor the Contractor uses to provide the Services.
- d) Pursuant to Article 12 of the Contract, the Contractor shall ensure that all of the Sub processors (whether an individual or legal entity) are checked and cleared against the latest available "Consolidated United Nations Security Council (UNSC) Sanctions List" which can be accessed on the UNSC's website.

7.2. **New Sub processors.** The Contractor's use of Sub processors is at its discretion, provided that:

- a) The Contractor will inform UNICEF in advance (by email or by posting on the support portal available through the Contractor Support) of any intended additions or replacements to the list of Sub processors including name, address and role of the new Sub processor; and
- b) UNICEF may object to such changes as set out in Section 8.3

7.3. **Objections to New Sub processors.**

- a) If UNICEF has a reason to object to the new Sub processors' processing of Personal Data, UNICEF may terminate the Contract on written notice to the Contractor. Such termination shall take effect at the time determined by UNICEF which shall be no later than thirty days from the date of the Contractor's notice to UNICEF informing UNICEF of the new Sub processor. If UNICEF does not terminate within this thirty-day period, UNICEF is deemed to have accepted the new Sub processor.
- b) Within the thirty-day period from the date of the Contractor's notice to UNICEF informing UNICEF of the new Sub processor, UNICEF may request that the Parties come together in good faith to discuss a resolution to the objection. Such discussions shall not extend the period for termination and do not affect the Contractor's right to use the new Sub processor(s) after the thirty-day period.
- c) Any termination under this Section 8.3 shall be deemed to be without fault by either Party and shall be subject to the terms of the Contract. If applicable, UNICEF will be entitled to reduce the price of the Services.

8. INTERRUPTIONS AND SUSPENSIONS OF SERVICE

- 8.1. Notwithstanding the Force Majeure provisions contained in this Contract, in the event the Contractor, or any of its infrastructure or facilities necessary to provide the Services, experiences or suffers a disaster, the Contractor, at its sole cost and expense, shall provide disaster recovery Services to UNICEF and end users, and shall take all necessary steps to ensure that neither UNICEF nor end users are denied access to the Services for more than minimally necessary. The Contractor shall procure and maintain, at the Contractor's sole cost and expense, all necessary capability to resume the provision of the Services from one or more alternate locations and via one or more alternate telecommunications routes in the event of a disaster that renders unusable or unavailable any of the Contractor's primary infrastructure or facilities for the provision of the Services. In the event of an outage of Services, the Contractor will refund or credit UNICEF, at

UNICEF's election, the pro-rated amount of fees under this Contract corresponding to the time period for which the Services were unavailable.

- 8.2. The Contractor will provide UNICEF with no less than seven (7) days prior written notice of any time period during which the Services will be unavailable due to non-emergency scheduled maintenance or enhancements. If the Services are unavailable during any unscheduled and unforeseen times, the Contractor shall immediately provide notice thereof to UNICEF and shall cooperate with UNICEF's reasonable requests for information regarding the unavailability of the Services (e.g., causes, effect on the Services, estimated duration).
- 8.3. UNICEF may suspend or terminate, or direct in writing the Contractor to suspend or terminate (in which case the Contractor shall suspend or terminate), an end user's access to Services in accordance with UNICEF's internal rules, regulations, policies and/or procedures.

9. DATA EXPORT AND DELETION

- 9.1. **Export and Retrieval by Customer.** During the duration of the Contract, UNICEF can access the UNICEF Data at any time. UNICEF may export and retrieve its data in an agreed upon format. Export and retrieval may be subject to technical limitations, in which case the Contractor and UNICEF will find a reasonable method to allow UNICEF access to the data.
- 9.2. **Deletion.** Personal Data will be retained by the Contractor only as long as it is necessary to fulfil delivery requirement under the contract with UNICEF and maximum for 4 months following the last active engagement for a Data Subject or earlier when UNICEF instructs the Contractor to delete it. At the end of the Contract, the Contractor will make available to UNICEF a copy of all UNICEF Data (including all Personal Data) in the Contractor's system (the "**UNICEF Data**") in a reasonably agreed format. Thereafter, the Contractor will delete the UNICEF Data remaining on servers hosting the Services and all other systems, devices or other data storage locations for a maximum period of 14 months, unless applicable law requires retention. In such a case, the Contractor shall inform UNICEF of those circumstances and provide details of which UNICEF Data, and in particular which Personal Data will be retained, for which purposes and where it will be stored. Retained data is subject to the confidentiality and IT security provisions of the Contract and any other reasonable protective measures that UNICEF may request. The Contractor shall then delete any Personal Data immediately upon the fulfilment of the purpose for which it was further retained. Upon each act of deletion and upon the full deletion of all UNICEF Data, the Contractor will provide Customer with a written certificate confirming destruction of the relevant data.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. All UNICEF Data, Personal Data and other data compiled by, processed by, or received by the Contractor under the Contract, together with all rights (including intellectual property and proprietary rights), title and interest thereto, shall be and remain the exclusive property of UNICEF.
- 10.2. The Contractor shall not copy, retain or otherwise process the UNICEF Data in any manner over the course of the Contract and upon expiration or termination of the Contract, except as required for the implementation of the Services in accordance

with this Annex.

11. PRIVILEGES AND IMMUNITIES; AUTHORITIES' REQUEST TO ACCESS DATA

- 11.1. UNICEF enjoys the Privileges and Immunities conferred to it under the Convention on the Privileges and Immunities of the Specialized Agencies of 1947 respectively. In accordance with the Convention, UNICEF's property and assets, wherever located and by whomsoever held, including any data contained in the System or processed by the Contractor for the purpose of the Services, enjoy immunity from every form of legal process, including before national authorities, and from any search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action. The Conventions clearly stipulate that UNICEF's archives, and in general all documents belonging to it or held by it, are inviolable wherever located. The inviolability of UNICEF archive means that its data and documents cannot be taken, copied or otherwise used without UNICEF consent. This protection extends to the information contained in the system provided by the Contractor.
- 11.2. The Contractor recognizes that UNICEF enjoys certain privileges and immunities as set forth in the Conventions and domestic law. In particular, UNICEF Data, including without limitation the data and information to be transmitted pursuant to this Contract, is the property of the UNICEF and is subject to the privileges and immunities accorded to UNICEF, the United Nations and FAO pursuant to the Conventions and domestic law. As a result of these privileges and immunities, any such data and information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any party, unless such immunity is expressly waived in writing by UNICEF.
- 11.3. To ensure compliance with the privileges and immunities pertaining to UNICEF, United Nations and FAO, the Contractor shall segregate Data belonging to, originating from or in any way associated with UNICEF to the fullest extent possible.
- 11.4. In the event that any party requests access to the UNICEF Data, the request shall be immediately transmitted to UNICEF at the address specified in Article [•] of this Contract. To the extent the Contractor may be required to disclose or provide access to such data, the Contractor shall notify UNICEF of such requirement prior to disclosure, and the Contractor shall undertake diligent efforts to avoid and/or limit disclosure, and in particular shall:
- (i) inform such governmental body that the Contractor understands that such data is privileged under the Conventions and request such governmental body to redirect the relevant request for disclosure directly to UNICEF; and
 - (ii) where the Contractor is prohibited by applicable law or the governmental body from notifying the users of its services of such request, the Contractor shall so notify UNICEF promptly upon the lapse, termination, removal or modification of such prohibition.

Supplement 1 - DPA PERSONAL DATA

PROCESSING ACTIVITIES

This Appendix forms part of the DPA. It needs to be completed by the Parties with respect to each new purchase order and forms part of the signed Contract.

I. Data Subjects

The Personal Data processed by the Contractor when providing the Services under the Contract concern the following categories of Data Subjects:

II. Personal Data variables and categories

The Personal Data processed by the Contractor when providing the Services under the Contract concern the following variables of Personal Data:

Sensitive Personal Data:

Other Personal Data:

Appendix 2 - Personal Data Security and Data

Privacy Standards

APPENDIX B – UNICEF GENERAL TERMS AND CONDITIONS

- The Parties agree that, as between them, all Data and proprietary rights, title and interest to such UNICEF Data, will be the exclusive property of UNICEF. The Consultant has a limited, nonexclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract.
- The Parties agree that, as between them, all rights including intellectual property (Source Code among others) is subject to Clauses 19.13 and 19.14 of the Contract.
- Except for the foregoing license, the Consultant will have no other rights, whether express or implied, in or to any UNICEF Data or its content.
- The Consultant confirms that it has a Data Protection policy in place that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Consultant will comply with any guidance or conditions on access and disclosure notified by UNICEF to Consultant in respect of UNICEF Data.
- The Consultant will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Consultant will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Consultant's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Consultant will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Consultant uses to fulfil its

obligations under this Article

- Provided that any such policies and description provided by the Consultant will be treated as the Consultant's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Consultant will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Consultant will not, and will ensure that its Personnel will not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.
- Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Consultant will not install any application or other software on any UNICEF device, network or system. The Consultant represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Consultant any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Consultant, at its sole cost and expense, will take all steps necessary to reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and as needed, reimplement the Services.
- In the event of any Security Incident, the Consultant will, as soon as possible following the Consultant's discovery of such Security Incident and at its sole cost and expense:
 - (a) notify UNICEF of such Security Incident and of the Consultant's proposed remedial actions;
 - (b) implement any and all necessary damage mitigation and remedial actions; and as relevant, restore UNICEF's and, as directed by UNICEF, End Users' access to the Services. The Consultant will keep UNICEF reasonably informed of the progress of the Consultant's implementation of such damage mitigation and remedial actions. The Consultant, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Consultant fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with

immediate effect.