REDACTED DATA SHARING AGREEMENT

The following redacted **Data Sharing Agreement** is an agreement between a mobile network operator and an intermediary organization that is being used in a public health project.

The names were removed and replaced in accordance with the following terms:

- The DATA CONTROLLER is a mobile network operator (MNO) who is providing access to de-identified Call Detail Records (CDRs) within the country of origin.

- The END USER is a government ministry within the country of origin.

- The INTERMEDIARY is an organization that provided project coordination and funding.

DATA SHARING AGREEMENT

This Data Sharing Agreement (this "**Agreement**") is made on <DATE>, (the "**Effective Date**") between the <DATA CONTROLLER>, with its principal place of business at <ADDRESS>, and the <INTERMEDIARY>, with its principal place of business at <ADDRESS>, referred to collectively hereinafter as the "**Parties**" and individually as "**Party**".

I.   Background

The <INTERMEDIARY> catalyzes specific product and policy investments in public goods for industry, NGOs, and country governments. The <INTERMEDIARY> originated to bring the public and private sectors together to realize an inclusive digital society that connects everyone to life-enhancing and life-enabling technologies.

The <COUNTRY OF ORIGIN> through the <END USER>, and the <INTERMEDIARY> and its partners want to demonstrate the value of analyzing and mapping Mobile Network Operator (MNO) data to aggregate data routinely collected by the <COUNTRY OF ORIGIN>'s health system and its partners. Incorporating MNO Data represents a largely untapped and potentially invaluable addition to the <END USER>. These data can fill critical gaps, generate yet-discovered insights, help the <END USER> to tailor program interventions, inform health system design (e.g. facility placement, outreach locations), and ultimately increase reach and/or reduce system cost.

This Data Sharing Agreement identifies the type of Data that is to be collected; the processes that will be implemented by the Parties to anonymize and secure that data to protect the Personal Information of individuals in the <COUNTRY OF ORIGIN>; and the resulting data that will be analyzed and shared publicly by the <INTERMEDIARY> and the Parties to this Agreement under open source and open data rules.

II.   Definitions: The following terms shall have the meanings set forth below:

- **"Business Day"** means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in the <COUNTRY OF ORIGIN> are not open for business.

- **"Confidential Information"** shall mean all nonpublic or sensitive information or material pertaining to either Party hereto (including, without limitation, information pertaining to its programs, initiatives, properties, donors, contributions, grantors, clients, business plans or objectives) or its affiliates, employees, officers, directors, representatives, partners and/or agents, which was obtained by the other Party (whether orally, visually, in writing, or otherwise) during the Term of this Agreement. As described further below, the Parties hereto agree that the Data produced hereunder shall not be Confidential Information, and furthermore that the Parties hereto shall not share any Confidential Information with each other for anything relating to this Data Sharing Agreement.

- **"Data"** includes Record ID, Event Type, Device ID, Time of Event, Date of Event Originating Latitude, Originating Longitude incorporated herein by reference. As described further below, the Parties agree that the Data shall be without any intellectual property or other usage restrictions for the public. "Data" includes manipulated and derived data that the <INTERMEDIARY> and others will create and produce after analyzing and aggregating routinely collected health system data as well as other relevant data sources with <MNO NAME> data. This data shall be free of private or restricted intellectual property and shall include no Confidential Information or Proprietary Information.

- **"Data Anonymization"** is a type of information sanitization whose intent is privacy protection. It is the process of either encrypting or removing personally identifiable information (see definition of "Personal Information") from Data, so that the people whom the Data describe remain anonymous. Data anonymization enables the transfer of information anywhere in the world while reducing the risk of unintended disclosure of Personal Information., and in a manner that enables evaluation and analytics post-anonymization. All Data conveyed under this Agreement shall be anonymized.

- **"Intellectual Property"** means any and all of the following in any jurisdiction throughout the world: (a) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations related to the foregoing; (c) trade secrets and confidential know-how; (d) patents and patent applications; (e) websites and internet domain name registrations; and (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing). As described further below, the Parties agree that their own Intellectual Property shall not, by this Data Sharing Agreement, become available to any other Party merely because it was used to collect, anonymize, aggregate, or analyze the Data; only the Data is to be shared.

- **"Law"** means all applicable laws in the <COUNTRY OF ORIGIN>, in that jurisdiction and venue, that relate to the protection of Confidential Information or Personal Information of its citizens. By specifically excluding in the Agreement the sharing of Confidential Information and Personal Information in the Data or with the <INTERMEDIARY>, such legal issues shall not involve the <INTERMEDIARY>. In all other respects, "Law" means the contractual and other laws of New York State, in that jurisdiction and venue, for interpreting this Data Sharing Agreement.

- **"Person"** includes (a) any corporation, company, limited liability company, partnership, governmental authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and (b) any individual.

- **"Personal Information"** means information that identifies or can be used to identify or authenticate an individual, including, but not limited to, names, signatures,

addresses, telephone numbers, e-mail addresses, user names, passwords, PINs, employee identification numbers, government-issued identification numbers, financial account numbers, credit report information, biometric or health data, and other personal or unique identifiers. No data shared under this Agreement shall include Personal Information. As further required below, the MNO that gathers Personal Information shall anonymize and secure that Personal Information so that specific personals cannot be identified prior to sharing the Data with the <INTERMEDIARY> or any of the <INTERMEDIARY>'s consultants hired to do Data Analysis.

- **"Security Breach"** means (i) any act or omission that compromises either the security, confidentiality or integrity of Licensed Data, including or that discloses Personal Information, or the physical, technical, administrative or organizational safeguards put in place by the <INTERMEDIARY> that relate to the protection of the security, confidentiality or integrity of Personal Information of Data; (ii) receipt of a complaint in relation to the privacy or data security practices of the <INTERMEDIARY> (or any persons); or (iii) a breach or alleged breach of this Agreement relating to the security or disclosures of Personal Information.

III.   Purpose of Data Sharing

The Parties enter into this Agreement so that the <INTERMEDIARY>, its agents and partners, and the public anywhere may access the Data, to be used alongside geospatial data, health systems data and other relevant data for the purposes of helping to understand population movements and other behaviors of demographic segments, and ultimately to enhance health outcomes in the <COUNTRY OF ORIGIN>.

IV.   Term

Agreement shall take effect on <DATE> and shall continue in full force and effect until <DATE> (the "**Term**").

V.   License Grant to Data

The <DATA CONTROLLER> grants that the <INTERMEDIARY> and its consultants may in perpetuity access, view, copy, manipulate, analyze, use or disclose the Data for any purpose(s) whatsoever in line with this Agreement.

VI.   Obligations of Cooperation

<DATA CONTROLLER> Obligations

- The <DATA CONTROLLER> shall ensure that Personal Information is not provided to the <INTERMEDIARY> or its consultants in the Data, and that any such Personal Information is masked and anonymized before sharing the Data with the <INTERMEDIARY> or its consultants.

- The <DATA CONTROLLER> shall provide a permanent VPN access to the <INTERMEDIARY> and its consultants for the duration of the Term of this Agreement.

- The <DATA CONTROLLER> will convey the Data to the <INTERMEDIARY> on a monthly basis either on a disc or posted on an FTP site or as otherwise agreed by the Parties, per the deliverable schedule set forth below:

#	Deliverable	Due Date
1	Point person assigned	<DATE>
2	Data records for <DATE> to <DATE>	<DATE>
3	Data records for <MONTH>	<DATE>
4		

- The <DATA CONTROLLER> shall designate a technically skilled person to assist the <INTERMEDIARY> or its consultants with its technical questions and requests.

- The <DATA CONTROLLER> shall provide the <INTERMEDIARY> or its consultants with such information, co-operation, assistance, facilities and computer resources as the <INTERMEDIARY> or its consultants reasonably requires to enable it to perform the current Agreement.

- The <DATA CONTROLLER> shall give prompt attention (no latter than 48 hours) to any matter raised by the <INTERMEDIARY> or its consultants relating to the <DATA CONTROLLER>'s obligations and the performance of its obligations and shall ensure timely response and feedback on all communication.

- A detailed Scope of Work is provided in Appendix 1.

<INTERMEDIARY> Obligations

The Data that the <INTERMEDIARY> receives from the <DATA CONTROLLER> shall be deemed to be Confidential Information.

- The <INTERMEDIARY> agrees that it and its consultants shall:

    i. keep and maintain the Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure, including without limitation, complying with the requirements set forth in Section VI ("Information Security") below;

ii.   use and disclose the Data solely and exclusively pursuant to the purpioses for which the data is accessed or provided for under this Agreement;

iii.   not use, sell, rent, transfer, distribute, or otherwise disclose or make the Data available for the <INTERMEDIARY> or its consultant's own purposes;

iv.   not, directly or indirectly, disclose the data to any person other than Authorized Persons without express written consent from the <DATA CONTROLLER>;

v.   not modify or make any copies of the Personal Information except as expressly authorized by the <DATA CONTROLLER>; and

The <DATA CONTROLLER> and the <INTERMEDIARY> agree that licensed data produced pursuant to this Agreement shall not be treated as confidential information and the <INTERMEDIARY> may after sharing with the <END USER> share publicly.

VII.   Security Breach Procedures

The <INTERMEDIARY> agrees to fully cooperate with the <DATA CONTROLLER> in any investigation, litigation or other action deemed necessary by the <DATA CONTROLLER> in connection with the security, use, and disclosure of Data, including Personal Information.

The <INTERMEDIARY> shall report any confirmed or suspected Security Breach to the <DATA CONTROLLER> immediately upon discover, both orally an in writing, but in no even more than five (5) Business Days after the <INTERMEDIARY> becomes aware that a Security Breach has or may have occurred.

The <INTERMEDIARY>'s Security Breach report above, shall identify: (i) the nature of the unauthorized access, use, or disclosure, (ii) the Personal Information accessed, used, or disclosed, (iii) the person(s) who accessed, used, and disclosed and/or received Personal Information (if known), (iv) what the <INTERMEDIARY> has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action the <INTERMEDIARY> has taken or will take to prevent future unauthorized access, use, or disclosure. The <INTERMEDIARY> shall provide such other information, including a written report, as reasonably requested by the <DATA CONTROLLER>.

In the event of a suspected Security Breach, the <DATA CONTROLLER> shall keep the <INTERMEDIARY> informed regularly of the progress of its investigation until the matter/issue is resolved. In the event of an actual Security Breach, the Parties agree to use best efforts and apply appropriate resources to immediately remedy such Security Breach, undertake appropriate resources, investigation, and documentation actions and prevent any further Security Breaches (in each case, in accordance with all applicable data protection and privacy Laws and standards).

VIII.   Compensation

In full and complete compensation for the <DATA CONTROLLER>'s provision of the Data to be provided under this Agreement, the <INTERMEDIARY> shall pay the <DATA CONTROLLER> an amount not to exceed <WRITE OUT MAXIMUM DOLLAR AMOUNT> <US $XXXX.00> for <SPECIFIC DATA>. The <DATA CONTROLLER> shall invoice the <INTERMEDIARY> based on the following schedule:

Payment Amount	Upon Completion and Delivery of Specified Deliverable
<US $XXXX.00>	Deliverable 1
<US $XXXX.00>	Deliverable 2

Payment will be made Net 30 days from the <INTERMEDIARY>'s receipt of a proper invoice, and each invoice must include a summary description of the Data covered by such invoice. The summary description shall include: the dates the Data covers; a brief description of the Data provided, and other relevant information about the Data provided.

IX.   **Warranties**

The <DATA CONTROLLER> represents and warrants that the <DATA CONTROLLER> has the right to grant the <INTERMEDIARY> the right to use the Data as provided in this Agreement. To the extent that the <DATA CONTROLLER> or a third-party owns rights and/or title to all or any portion of the Data, said ownership and title shall be and remain with the <DATA CONTROLLER> that owner at all times, and the limited rights granted herelin do not limit or restrict in any way the <DATA CONTROLLER>'s ownership of and/or rights in and/or use of the Data or any portion thereof.

The <DATA CONTROLLER> has not granted and is not obligated to grant any license to any third party that would conflict with the license grant under this Agreement, or assigned or exclusively licensed, and is not obligated to assign or exclusively license, use of the Data to any third party that would conflict with the license grant under this Agreement.

The <DATA CONTROLLER> shall not grant, assign or exclusively license any other party the use of Licensed Data that would conflict with this Agreement.

OTHER THAN EXPLICITLY STATED IN THE FOREGOING PARAGRAPH, EACH PARTY SEPARATELY AND THE PARTIES COLLECTIVELY MAKE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR THE DATA, AND EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES INCLUDING WITH RESPECT TO TITLE,

NON INFRINGEMENT, MERCHANTABILITY, VALUE, RELIABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

X. Intellectual Property Ownership

The Parties hereby acknowledge that this agreement does not constitute a grant by either Party to the other license or right to either Party's Intellectual Property existing as of the Effective Date. If either Party develops any new Intellectual Property in connection with this Agreement, the Parties shall enter into a separate definitive agreement regarding the ownership of that Intellectual Property.

XI. Use of Name

Neither Party will use the other Party's name, logos, trademarks, or other marks without that Party's prior written consent.

XII. Indemnification

The <DATA CONTROLLER> shall defend, indemnify, and hold harmless the <INTERMEDIARY>, its partners, their respective affiliates, and all of their respective officers, directors, employees, agents, successors and assigns from and against:

A. Any claim, loss, damage or liability (including reasonable attorneys' fees) (collectively, "**Losses**") arising in whole or in part from or otherwise relating to the negligent acts, errors, or omission of the <DATA CONTROLLER>, or any of its employees, agents or subcontractors; and

B. Losses arising in whole or in part from or otherwise relating to any breach by the <DATA CONTROLLER> of this Agreement.

The <INTERMEDIARY>, shall defend, indemnify, and hold harmless the <DATA CONTROLLER>, its partners, their respective affiliates, and all of their respective officers, directors, employees, agents, successors and assigns from and against:

A. Any claim, loss, damage or liability arising in whole or in part from or otherwise relating to (including reasonable attorneys' fees) (collectively, "**Losses**") arising in whole or in part from or otherwise relating to the negligent acts, errors, or omission of the <INTERMEDIARY>, or any of its employees, agents or subcontractors; and

B. Losses arising in whole or in part from or otherwise relating to any breach by the <INTERMEDIARY> of this Agreement.

To receive the indemnities contained in this Section, the Party seeking indemnification must promptly notify the other Party in writing of a claim or suit and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the claim or suit. The indemnifying Party will have no obligation to indemnify the indemnified Party under any settlement made without the indemnifying Party's written consent.

XIII. Termination

Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party.

Either Party may, with immediate effect, terminate this Agreement upon giving the other Party written notice of material breach. For the purposes of this Section, material breach shall include failure by either Party to rectify or perform any of its obligations under this Agreement fifteen (15) Business Days after the non-breaching Party provided written notice to the breaching Party reasonably detailing the breach.

XIV. Miscellaneous

A. *Notices*. All notices given hereunder shall be sent to the Parties, at their respective addresses as provided in this Agreement, by first-class mail, by hand, by an established overnight courier service (such as DHL Federal Express), by facsimile transmission, or by e-mail; provided, however, any notice relating to termination or to claimed breach shall be sent by certified mail (return receipt requested) or by hand (acknowledged with a signed receipt) or by said courier service.

B. *Assignment*. This Agreement is personal to the Parties and may not be assigned by any act of either Party or by operation of law without the other Party's express prior written consent, not to be unreasonably withheld.

C. *Applicable Law & Forum*. In the event of a dispute about Confidential Information or Personal Information in the Data, said dispute shall be governed by and interpreted under the internal substantive laws of the <COUNTRY OF ORIGIN>, without liability or involvement of the <INTERMEDIARY> or its agents and partners. This Agreement shall otherwise be governed by and interpreted under the internal substantive laws of the State of New York, without reference to conflicts of laws rules or principles. The Parties hereby consent to, and shall not contest, the exclusive jurisdiction of the federal and state courts located in the State and County of Ney York having jurisdiction.

D. *Construction*. Neither this Agreement nor any provision hereof shall be construed against either Party on the ground that this Agreement or such provision was drafted by said Party. Section headings are provided herein solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision hereof. To the maximum extent possible, each provision of this Agreement shall be interpreted so as to be valid and effective pursuant to all applicable laws. If any provision is deemed under any applicable law to be prohibited or invalid, said provision shall be deemed ineffective and/or modified to the minimum extent necessary in order to bring it into compliance with such law consistent with the intent of the Parties, and the remainder of this Agreement shall be unaffected. If there is any inconsistency between the terms of this Agreement and those in any schedule to this Agreement, the terms of this Agreement will prevail. The Parties shall take all necessary steps to conform the inconsistent terms to the terms of this Agreement.

E. *Relationship of Parties*. The Parties are independent contractors, and this Agreement and the activities conducted hereunder shall not be deemed to constitute a partnership, joint venture, agency, employee/employer, or any other similar relationship between them.

F. *Rights and Remedies*.
(f) *Rights and Remedies*. The Parties agrees that the covenants contained herein with respect to its right to use the Data are of the essence of this Agreement; that each such covenant is reasonable and necessary to protect and preserve the interests and properties of the Parties; and that irreparable loss and damage will be suffered by the Parties should any other Party breach any of such covenants. Therefore, the Parties agree and consent that, in addition to all the remedies provided at law or in equity, any Party shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of such covenants. The existence of any claim, demand, action or cause of action of UNF against the other Parties shall not constitute a defense to the enforcement by those Parties of any of the covenants or agreements herein. Unless explicitly stated otherwise elsewhere in this Agreement, no Person other than the Parties themselves has any rights or remedies under this Agreement.

G. *Modifications & Waivers*. Any amendment or modification to this Agreement shall be in *writing*, make reference to this Agreement and be signed by both Parties. Failure by either Party to assert any right or remedy in any instance of breach by the other Party hereunder shall not operate or be construed as a waiver of the right to assert such right or remedy in any other instance of such breach.

H. *Entire Agreement*. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous agreements, understandings and discussions between them relating to such subject matter.

I. *Severability*. If any provision of this Agreement is held to be in violation of any applicable law or otherwise unenforceable, such provision shall be deemed severed from this Agreement and the remainder of this Agreement shall remain in full force and effect. In such event, the Parties will negotiate in good faith a provision to replace the provision held illegal or unenforceable that is consistent with applicable law and achieves, as nearly as possible, the original intention of the Parties.

Agreed & Accepted:

For the **<INTERMEDIARY>**:   For the **<DATA CONTROLLER>**:

Date:_____   **Date:**_____

_____   _____
Name: Name:
Title: Title:
Tax ID: Tax ID:

Appendix 1: Statement of Work (SOW)

<DATE>

Background
[ADD A DESCRIPTION OF THE <INTERMEDIARY> ORGANIZATION AND RELATED WORK]

Investment description
The purpose of the project is to experiment with models for on-demand digital data analytics and use by developing and testing a portfolio of analytics projects for data access, sharing and analytics services. As part of this initiative, the digital health data for development model will enhance health outcomes by demonstrating the value of analyzing geospatial data and mapping Mobile Network Operator (MNO) data to patient and aggregate data routinely collected by the <COUNTRY OF ORIGIN> health system and partners. Incorporating MNO data represents a largely untapped and potentially invaluable addition to the <END USER>. These data can fill critical gaps, generate yet-discovered insights, help the <COUNTRY OF ORIGIN> tailor program interventions, inform health system design (e.g. health facility placement, outreach locations), and ultimately increase reach and/or reduce system cost.

SOW Objective
The objective of this agreement between the <INTERMEDIARY> and the <DATA CONTROLLER> is for the <DATA CONTROLLER> to provide the <INTERMEDIARY> telecommunication data in the form of anonymized Call Data Records and aggregated subscriber details by gender, age and location. The <DATA CONTROLLER> is expected to provide data for <RANGE OF DATES>. The <DATA CONTROLLER> is expected to deliver data as stipulated in Deliverables section below. The <INTERMEDIARY> shall use the data to make analytics that help understand population movements and other behaviors of demographic segments that can help inform health outcomes. Data shall be processed and shared with consideration of data protection and privacy guidelines

Scope of Work

Activities
The tasks/activities to be conducted by the <DATA CONTROLLER> on this assignment include:
- <DATA CONTROLLER> shall designate a point person to liaise with the <INTERMEDIARY> and its analytics partners to manage the broadr relationship.

- <DATA CONTROLLER> shall provide anonymized and aggregated telecommunication data for <COUNTRY OF ORIGIN> for the <SPECIFIED DATES>.
- <DATA CONTROLLER> shall ensure that it provides data per deliverables stipulated frequencies.
- <DATA CONTROLLER> shall disaggregate Data by user location, call duration, age, gender, date of event, time of event, and payment where possible.
- <DATA CONTROLLER> shall liaise with the <INTERMEDIARY> and its analytics partners as regards technical details on data extraction from source.
- <DATA CONTROLLER> shall ensure data is masked and anonymized at source before sharing with the <INTERMEDIARY> to ensure data protection and privacy.

Outcomes

The <INTERMEDIARY> expects to extract MNO data to help understand population movements and behaviors for analysis alongside geospatial and health systems data to enhance health outcomes in the <COUNTRY OF ORIGIN>.