

REDACTED DATA ANALYTICS SHARING AGREEMENT

The following redacted **Data Analytics 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 analytics from 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 provides project coordination and funding.

DATA ANALYTICS SHARING AGREEMENT

This Data Analytics 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 <INTERMEDIARY> want to demonstrate the value of analyzing Mobile Network Operator (MNO) data (hereinafter “MNO Data”), geospatial data and select data from the immunization registry to generate insights that can improve immunization program reach and efficiency in the <COUNTRY OF ORIGIN>.

Select questions include:

- How can we better understand nomadic population movements?
- How can we better plan for where to target immunization campaign resources/ education?
- How can we identify more quickly the spread of new outbreaks (e.g., Cholera, Ebola) from our neighbors?

The Parties are entering into this Agreement so that the <INTERMEDIARY> and its partners and the <END USER> and the public anywhere may access certain analytics from MNO data as analyzed by the <DATA CONTROLLER>. The Analytics from the <DATA CONTROLLER> data shall be combined with data from the immunization registry, geospatial data, health systems data and other relevant data for the purposes of helping to understand population movements, population density and other behaviors of demographic segments, enhancing health outcomes in the <COUNTRY OF ORIGIN>, and for other purposes consistent with the <INTERMEDIARY>’s mission.

This Agreement identifies the type of Analytics that is to be generated by the <DATA CONTROLLER>. This Agreement also sets forth the rights and obligations of the Parties in connection with the activities contemplated herein.

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

- A. “Applicable Law” means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, each as relevant to (i) the <DATA CONTROLLER> in the provision of the Services and/or (ii) the <INTERMEDIARY> in the receipt of the Services or the carrying out of its Operations. Such laws specifically include:
- a. The UK Bribery Act 2010
 - b. The US Foreign Corrupt Practices Act
- B. “**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.
- C. “**Confidential Information**” shall mean all nonpublic, sensitive, or proprietary 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 is obtained by the other Party (whether orally, visually, in writing, or otherwise) during the Term of this Agreement; provided, however, that under no circumstances shall any Licensed Data be considered Confidential Information.
- D. “**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 for any of the foregoing, 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).
- E. “**Licensed Data**” means all of the analytics from the <DATA CONTROLLER> provided to the <INTERMEDIARY> hereunder. The Licensed Data shall include the analytics set forth on Schedule A. The Licensed Data shall not include any Personal Information.
- F. “**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.
- G. “**Personal Data**” 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.

III. Term

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

IV. Data Sharing and Cooperation

- A. The Licensed Data to be provided consists of aggregated analytics as set forth in Schedule A, all of which shall not contain personal data.
- B. The <DATA CONTROLLER> shall provide the Licensed Data and perform the activities set forth in the Statement of Work (“**SOW**”) attached hereto as Appendix A in accordance with the terms set forth therein and all applicable laws, rules and regulations.

#	Deliverable	Due Date
1	Point person assigned	<DATE>
2	Analytics from <DATE> to <DATE>	<DATE>

- C. The <DATA CONTROLLER> shall provide permanent remote access to the <INTERMEDIARY> and its partners for the duration of the Term of this Agreement to access the Licensed Data.
- D. The <DATA CONTROLLER> shall ensure that no Personal data is provided to or shared with the <INTERMEDIARY> and its partners as stated in C.
- E. The <DATA CONTROLLER> shall designate one or more technically skilled person(s) to assist the <INTERMEDIARY> and its partners with its technical questions and requests and provide the <INTERMEDIARY> with up-to-date contact information for each such person.
- F. The <DATA CONTROLLER> shall provide the <INTERMEDIARY> with such information, co-operation and assistance, as reasonably requested by the <INTERMEDIARY> in connection with this Agreement.
- G. The <DATA CONTROLLER> shall promptly (and in any event, within two (2) Business Days) attend to any matter raised by the <INTERMEDIARY> relating to this Agreement, the <DATA CONTROLLER>’s acts or omissions, and/or the performance of the <DATA CONTROLLER>’s obligations and

shall ensure a timely, accurate and complete response to all such communications.

V. Rights in Licensed Data

The <INTERMEDIARY> is hereby granted the right to access, view, copy, manipulate, analyze, aggregate, use, share, combine with other data, and disclose the Licensed Data for the term of this Agreement for purpose(s) envisaged in this Agreement. Exercise of the foregoing rights is subject to consent from the <DATA CONTROLLER> which shall not be unreasonably withheld. Such rights are revocable. Sublicensing is subject to consent of the <DATA CONTROLLER>. The Licensed Data does not constitute Confidential Information and the <INTERMEDIARY> may share any Licensed Data freely publicly and with the <END USER> and any other third parties.

The rights granted to the <INTERMEDIARY> are nonexclusive and do not limit the <DATA CONTROLLER> or any third party's rights to use the Licensed Data or any portion thereof.

VI. Warranties

The <DATA CONTROLLER> represents and warrants that:

The <DATA CONTROLLER> has the right to grant the <INTERMEDIARY> the rights to the Licensed Data granted in this Agreement, and that the use and public disclosure of the Licensed Data by the <INTERMEDIARY> in accordance with the license will not infringe or violate the rights of any third party.

The Licensed Data is not subject to, and the <DATA CONTROLLER> will not provide the <INTERMEDIARY>, any information or data this is subject to, any contractual or other restrictions on use or disclosure.

The <DATA CONTROLLER> shall not provide the <INTERMEDIARY> any Personal Information.

To the extent that a third-party owns rights and/or title to all or any portion of the Licensed Data, the <DATA CONTROLLER> represents and warrants that it has obtained sufficient rights to grant the license set forth herein.

The <DATA CONTROLLER> has not granted and is not obligated to grant any right or license to any third party that conflicts or 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 Licensed 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 any rights to the Licensed Data that would conflict with this Agreement. Any grant, assign or license of the Licensed Data done by the <DATA CONTROLLER> shall be subject to the <INTERMEDIARY>'s consent which shall not be unreasonably withheld.

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 LICENSED DATA, AND EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES INCLUDING WITH RESPECT TO TITLE, MERCHANTABILITY, VALUE, RELIABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

VII. Intellectual Property Ownership

No right or license is granted in any Intellectual Property of either Party, other than the license rights granted to the <INTERMEDIARY> pursuant to Article V. Each Party shall own all Intellectual Property developed by such Party and any additional grants of rights in any Intellectual Property, must be set forth in a separate written agreement.

To the extent the <DATA CONTROLLER> or any third party owns rights in the Licensed Data, such rights are retained by such owner, and nothing herein transfers ownership and/or title to all or any portion of the Licensed Data from the <DATA CONTROLLER> or any such third-party owner.

VIII. Use of Name

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

IX. Indemnification

A. 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 any loss, damage or liability (including reasonable attorneys' fees) (collectively, "Losses") arising in whole or in part from or otherwise relating to (i) the negligent acts, errors, or omissions of the <DATA CONTROLLER>, or any of its employees, agents or subcontractors; or (ii) any breach by the <DATA CONTROLLER> of this Agreement.

B. 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 any Losses arising in whole or in part from or otherwise relating to (i) the negligent acts, errors, or omissions of the <INTERMEDIARY> or any of its respective employees, agents or subcontractors; or (ii) any breach by the <INTERMEDIARY> of this Agreement.

The obligations set forth in A and B above shall not apply to the extent such Losses are caused by or due to the negligence, willful misconduct or fraud of the Party seeking indemnification, or any or its employees, agents or subcontractors.

To receive the indemnities contained in this Section or XI, 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.

X. Data Security Cooperation

In the event that notwithstanding the restriction on the provision by the <DATA CONTROLLER> of any data containing Personal Information, the <DATA CONTROLLER> or the <INTERMEDIARY> discovers that the <DATA CONTROLLER> has provided data pursuant to this Agreement that contains Personal Information, the Party discovering the disclosure shall notify the other and, the <INTERMEDIARY> shall cooperate with the <DATA CONTROLLER> to try to prevent the further unauthorized disclosure or use of such Personal Information. Such cooperation may, at the <INTERMEDIARY>'s option, include the return, destruction, or anonymization of such data.

Notwithstanding the foregoing or Section X above, the <INTERMEDIARY> has not agreed to take on any responsibility for the handling of Personal Data under this Agreement and the <DATA CONTROLLER> shall be solely responsible for all third party claims arising out of or relating to the disclosure or use of Personal Data in connection with this Agreement and 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 all Losses arising in whole or in part from or otherwise relating to the disclosure or use of Personal Data in connection with this Agreement.

XI. 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.

This sentence and Sections V, VIII, X, XII and XIII shall survive termination or expiration of this Agreement.

XII. COMPLIANCE WITH ANTI-BRIBERY LAWS

Both Parties shall:

- A. comply with all Applicable Law relating to bribery and corruption;
- B. not do or omit to do anything likely to cause the other Party to be in breach of any such Applicable Law;

- C. not give, offer, promise, receive, or request any bribes, including in relation to any public official;
- D. maintain proportionate and effective anti-bribery compliance measures (including for gifts and hospitality), designed to ensure compliance with the laws under Clause A including the monitoring of compliance and detection of violations; and
- E. reasonably assist the other Party, on that other Party's reasonable request and expense, to comply with obligations related to bribery and corruption required by the law referred to in Clause A.
- F. promptly notify the other party of any allegation of fraud, bribery or corrupt or unlawful practices made against it in court, arbitration or administrative proceedings, or any investigation is commenced in respect of such allegations; at any time during the term of this Agreement
- G. notify the other Party in the event of a breach of -or a change of status in respect of - Sanctions and Trade controls. In such circumstances, each Party shall have the right to suspend services or terminate the Agreement with immediate effect and without liability.
- H. indemnify the other party and its directors, officers, employees, agents and affiliates against all losses which they have suffered as a result of breach or deemed breach of this clause by the Defaulting Party.
- I. if the <DATA CONTROLLER> (acting in good faith) determines that there has been a breach by the <INTERMEDIARY> of this Clause, the <DATA CONTROLLER> shall have the right to terminate this Agreement without prejudice to the <DATA CONTROLLER>'s rights under this Agreement or at law.

XIII. 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.* This Agreement shall be governed by and interpreted under the laws of The United Nations Commission on International Trade Law (UNCITRAL).
- 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. *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.
- G. *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.
- H. *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:
Title:
Tax ID:

Name:
Title:
Tax ID:

SCHEDULE A

Licensed Data

- Analytics on population density
- Analytics on migration patterns of population; short, long term and seasonal.
- Analytics on population demographics disaggregated by age and gender.

Appendix A: 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 and 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. *identify health facilities with rapidly changing populations*), and ultimately increase reach and/or reduce system cost.

SOW Objective

The incorporation of MNO data can provide valuable intelligence on population movements, which could enable local medical officials and the <END USER> to better forecast demand for medical commodities across facilities, identify potential pockets of unreached children, and identify high-migration and cross-border migration pathways that are potential highways for epidemic diseases such as Ebola or Cholera. Over time, it can inform health system design (e.g., facility placement, outreach locations), which would ultimately increase reach reduce system cost, or both.

The Parties are entering into this Agreement so that the <INTERMEDIARY> and its partner and the public anywhere may access aggregated analytics containing no personal data as set forth on Schedule A, analyze and use such analytics 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, enhancing health outcomes in the <COUNTRY OF ORIGIN>, and for other purposes consistent with the <INTERMEDIARY>'s mission. Analytics 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:

- 1. Extract and Analyze call data records (CDR) data for the <RELEVANT DATES> in a safe and responsible way without exposing personally identifiable information to unauthorized persons.
 - 2. Generate analytics and corresponding visualizations on population density, short term, long term and seasonal migration patterns of people disaggregated by gender and age.
3. Deliver analytics highlighted in paragraph 2 above to the <INTERMEDIARY> and its partners in the agreed format for the <INTERMEDIARY> and partners to access and visualize analytics as needed.

Deliverables

Point person assigned by <DATE>.
Analytics provided from <DATE> to <DATE>.

Outcomes

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