

Assistance to Most Affected Households post 2024 War

Data Sharing Agreement

No. 61

Preamble

0.1. In the frame of the conflict with Israel, the Ministry of Social Affairs (hereinafter referred to as “MoSA”) has been appointed by the Government of Lebanon as the leading state entity to provide assistance to the most affected populations by the conflict. As part of this role, and under the Ministry’s leadership, emergency assistance data delivered by various stakeholders, will be Solely shared and coordinated by MoSA.

0.2. The purpose of this Data Sharing Agreement (the “Agreement”) under which personal data will be shared between MoSA and **Save the Children International, Lebanon** (hereinafter referred to as “Save the Children”) is to establish the terms and conditions for a clear, secure, and lawful framework for the exchange of personal data between MoSA and **Save the Children**, enabling coordinated assistance delivery to vulnerable households. It ensures that both parties uphold data protection standards while facilitating effective targeting and follow-up. The Agreement also serves as a guiding document for other humanitarian partners under MoSA’s leadership in this Project.

1. Parties to the Agreement

This Agreement is entered into between:

- i) The Ministry of Social Affairs (MoSA), Badaro, Lebanon, represented by Minister Mrs. Haneen El Sayed (sayedhaneen001@gmail.com) and;
- ii) **[Save the Children]**, **[Pichet Street, Hazmieh, Baabda, Third Floor, PO Box 15-5471]**, represented by **[Racha Chedid & racha.chedid@savethechildren.org]**.

2. Purpose of Data Sharing

2.1. Description of the Intervention

1. Multi-purpose Cash Assistance for food and non-food needs: Provision of unconditional, unrestricted cash assistance to **210** households to meet households' urgent food and non-food needs. The transfer value and the duration of the assistance is aligned with the Food Security and Basic Assistance Sector recommendations. Locations were informed based on the Geo-split exercise with the Food Security and Basic Assistance Sectors focusing on Bekaa, South, and Nabatieh.



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3. Roles and Responsibilities

MoSA, as the data provider and owner, is responsible for:

- Ensuring that personal data shared with Save the Children has been lawfully collected and processed, including obtaining informed consent from data subjects where required.
- Maintaining the accuracy, relevance, and integrity of the shared data, and updating the registry based on any verified information received from implementing partners.
- Designating a focal point to coordinate with agencies, respond to data requests, and receive feedback, updates, or corrections on the shared data.
- Retaining the authority to approve or deny onward transfers and use of the data for purposes not originally agreed upon.
- Monitoring and reviewing data-sharing activities to ensure compliance with this Agreement, and initiating any corrective measures as needed.

Save the Children is the data recipient and is responsible for:

- Safely storing, and processing the personal data provided by MoSA, solely for the purposes outlined in this Agreement.
- Implementing adequate organizational and technical measures to protect the confidentiality, integrity, and availability of the shared data, including during transfer, access, and storage.
- Reporting back to MoSA on assistance outcomes based on the data received, including the number of households reached, total amount disbursed, and any verified updates to personal or vulnerability data collected during implementation.
- Notifying MoSA of any data breach within forty-eight (48) hours of becoming aware of a data breach and cooperating fully in investigations and mitigation measures.
- If there is any onward sharing of data with a third party (including, but not limited to, sharing data with Save the Children's service providers and suppliers), it shall ensure that it does so in accordance with point 8 of this Agreement.
- Deleting or anonymizing the shared data once the purpose of processing has been fulfilled and within the defined retention period, unless otherwise agreed in writing.

4. Description of Data Shared

4.1. The Ministry agrees to transfer to **Save the Children** the data fields required hereunder pertaining to household-level information necessary for transferring assistance to selected households ("HHS"), limited to:

Case Number
Head of Household ("HoH")- First name Ar
HoH - Father name ar
HoH - Family name Ar
HoH - First name en
HoH - Father name en
HoH - Family name en
HoH - DOB
HoH - Nationality



HoH - Gender
HoH – Mobile number
Alternate - First name Ar
Alternate - Father name ar
Alternate - Family name Ar
Alternate - First name en
Alternate - Father name en
Alternate - Family name en
Alternate - DOB
Alternate - Nationality
Alternate – Gender
Alternate - mobile number
Family Size
Address (gov, district, village)

4.2. Any additional fields which might be needed by **Save the Children** to process the payments will be subject to additional approval on behalf of MoSA, following the receipt of the proper justification by **Save the Children**.

5. Means by which personal data is transferred

Unless otherwise agreed by the Parties, the personal data will be transferred using encrypted and secure corporate tools and in compliance with clause 8. No personal data shall be transferred via email. In accordance with circular # 3 issued by MoSA, the data will be shared in the following manner:

- MoSA asks the relevant Unit at the Presidency of the Council of Ministers (PCM) to share the requested data with **Save the Children**
- PCM will create a folder, named after **Save the Children**, within the folder of the “IDP Communication” created at the initiation of the IDP registration exercise on PCM’s SharePoint. **The Agency’s dedicated folder will have two sub-folders within.**
- Following deduplication with AMAN, **Save the Children** will receive the respective caseload **in the first subfolder (Distribution List Subfolder - Read access only)** based on the geographic prioritization, adopted targeting methodology by MoSA and communicated number of HHs in the initial mapping form in milestone 1.



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- PCM will then send a notification email to the relevant focal point in MoSA [Dr. Ola Botrous; olaboutros@gmail.com and Ms. Marie Ghiya marieghiya@gmail.com] that the data has been uploaded.
- MoSA will then send a notification email to **Save the Children's** nominated focal point that the requested data has been shared over SharePoint.
- **Save the Children** will send a confirmation email to MoSA focal point upon the successful receipt of the data.
- **Save the Children** shall be entitled to make copies of any data held within the PCM's SharePoint and store such copies within, and subject to, its IT infrastructure.

6. Legal Basis and Consent

A legal basis is the lawful ground or justification for collecting, using, and sharing personal data. MoSA confirms that the data collected and shared has an applicable legal basis, including but not limited to:

- Explicit informed consent from data subjects. To that end, data subjects are asked to provide their consent prior to the face-to-face interview. The following consent is obtained from data subjects:
- Public interest mandate of MoSA; which is public institution carrying out a task in the public interest.
- Emergency assistance authorization under Lebanese law.

Hello, my name is XXX, and I work with the Ministry of Social Affairs. We would like to collect some personal data about you and your family members with the aim of including you in the assistance program that we provide to displaced families. We are interested to clarify to you that sharing your data is voluntary. However, your failure to share the data may hinder your family's inclusion in the assistance programs that the MoSA may provide later. It is also important to make clear that all information that you share with us will be strictly confidential and will be kept securely, with the right to view it limited to only the program's organizers and the associated organization entrusted with providing assistance like the United Nations World Food Programme (WFP) and the United Nations International Children's Emergency Fund (UNICEF). Therefore, your personal information will not be disclosed or shared with any third party unless required by law or without obtaining your explicit consent.

7. Security and Confidentiality

7.1. **Save the Children** will ensure the confidentiality of all personal data transferred under this Agreement.

7.2. **Save the Children** will ensure the appropriate implementation of technical and organizational safeguards for the processing of the data (e.g., encrypted transfer, restricted access).



7.3. **Save the Children** will ensure staff handling the data are trained on confidentiality protocols only (i.e. those persons engaged by WFP who require knowledge of or access to that data to perform their duties).

7.4. **Save the Children** as soon as possible upon becoming aware of a data breach concerning the personal data transferred under this Agreement, will notify the Ministry within 48 hours of becoming aware of such breach and will use its best efforts to collaborate in taking mitigating measures, including, if possible and appropriate, jointly and/or in consultation with the other Party.

8. Onward Transfers

8.1. Except as provided under point 8.3 below, **Save the Children** shall ensure that if it shares the data with any third party (including any third party that processes data on behalf of **Save the Children**), it shall do so in compliance with applicable data protection laws, including ensuring that there are contractual terms between Save the Children and the third-party to implement the activities related to such purposes and that obliges the third party to comply with data protection standards that no less stringent than those set in this Agreement.

8.2. Where personal data is transferred in accordance to 8.1, the data to be transferred to the third-party will not exceed what is strictly necessary to achieve the purpose. Such transfer must also comply with the principles set out in Article 87 of the Lebanese Data Protection Law, including data minimization, purpose limitation, and accuracy.

8.3 **Save the Children** may disclose the data with a third party to the minimum extent required by:

- (a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
- (b) the laws or regulations of any country to which its affairs are subject.

8.4 Before any disclosure in accordance with point 8.3, **Save the Children** shall, to the extent permitted by law, use all reasonable endeavours to give MoSA as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with this point 8.4, **Save the Children**, shall take into account the reasonable requests of MoSA in relation to the content of this disclosure.

8.5 If Save the Children is unable to inform MoSA before data is disclosed pursuant to point 8.3, it shall, to the extent permitted by law, inform MoSA of the full circumstances of the disclosure, including information regarding the identity of the recipient and the specific data fields that has been disclosed, as soon as reasonably practicable after such disclosure has been made.

8.6 Save the Children shall ensure that any disclosure or transfer of personal data to a third party, including under Clause 8.1 or 8.3, complies with the applicable provisions of Lebanese Law No. 81/2018. Such disclosure shall be limited to what is strictly necessary, and the third party shall be informed of their obligations to: (i) process the data only for the specified purpose; (ii) maintain data confidentiality and security; and (iii) uphold the data subjects' rights to access, correction, and deletion.

9. Reporting Back and Data Reciprocity

9.1. Reporting Obligation:



Save the Children agrees to report back to MoSA on the outcomes of assistance delivery using the shared data, by adhering to the following process:

- **Distribution Report: On a monthly basis, the Agency shall return the full household list—updated to include both the additional fields related to reached or distribution status and any revised household records—by uploading it to the designated second subfolder “Distribution Report” (Read and Write Access) on PCM’s SharePoint.**
- A confirmation email shall be sent by the Agency to MoSA’s focal point to notify that the data has been shared.
- MoSA will, in turn, acknowledge receipt of the data by sending a notification email to the Agency’s designated focal point.

As part of its reporting obligation, **Save the Children** commits to providing:

- A caseload list of households reached through the assistance.
- Any relevant feedback or complaint trends received from beneficiaries during implementation.
- Updates to household-level data, where applicable.

The following minimum fields below must be included in the shared dataset to support MoSA’s assurance and monitoring functions; noting that **MoSA will provide the template for this submission.**

Assistance status (Assisted/ Not Assisted)
Reasons for No Assistance
Amount loaded (in USD)
Date of loading
Redemption Status (HH redeemed / Not Redeemed)
Reason for No Redemption
Update in HH Data
Fields of Update
Details of Update

9.2. Timeline

- ✓ Frequency: [on Monthly basis, e.g., **within 15 days** of concluding the assistance cycle of the **Save the Children**];
- ✓ The data report shall be shared with the designated MoSA focal point.

10. Retention and Disposal

Data will be retained only as long as necessary for the purpose of this Agreement or as required by law. By the 1 year anniversary of the End Date of this Agreement (as defined in point 13 below), the data must be securely deleted unless a written approval from MoSA is extended for a defined retention period for specific operational needs or legal requirements.

11. Rights of Data Subjects

Each Party agrees to enable individuals to:



- ✓ Request access to their data.
- ✓ Correct inaccuracies.
- ✓ Withdraw consent where applicable.
- ✓ Object to the collection or processing of their data for legitimate reasons, per Article 92 of Law No. 81/2018.

Each Party shall provide reasonable assistance to the other if required to respond to an individual's request to exercise the data subject rights described above.

12. Breach Notification

Data breach means a breach of data security leading to the accidental or unlawful/illegitimate destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transferred, stored or otherwise processed.

If either Party becomes aware of a data breach, it shall promptly notify the other Party within 48 hours of becoming aware of the data breach, collaborate in the investigation of the breach, and take all appropriate mitigation measures to address and contain the incident.

13. Duration and Termination

13.1. This Agreement shall become effective on the date the last of the Parties signs this Agreement (the "**Effective Date**") and shall continue in force until the earlier of:

- ✓ The end of the activities set out in point 2.1 above;
- ✓ The date falling on the first year anniversary of the Effective Date; or
- ✓ Until terminated in accordance with point 13.3

(the "**End Date**").

13.2. This Agreement may be modified at any time by mutual written consent of the Parties.

13.3. Each Party may terminate this Agreement by serving the other Party thirty (30) days' notice in writing.

13.4. As of the End Date, each Party may retain and process the personal data received under this Agreement for the purposes set out in point 10 until the end of its applicable retention period. Each Party shall be responsible towards the data subject and its rights in accordance with its applicable data protection laws and regulations only.

14. Governing Law and Competent Courts

This Agreement shall be governed by the Lebanese Law No.81/2018 and by internationally accepted data protection principles and national laws, to the extent consistent with MoSA's sovereignty and WFP's privileges and immunities. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent Lebanese courts.

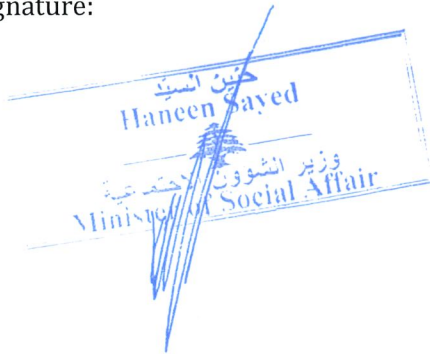
15. Signature Block

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Data Sharing Agreement under two original copies, one for each Party.





For the Ministry of Social Affairs (MoSA)
Name: Haneen El Sayed
Title: Minister of Social Affairs
Date:
Signature:



For **Save the Children**
Name: Racha Chedid
Title: Interim Country Director
Date:
Signature:

11/09/2025

