



Assistance to Most Affected Households post 2024 War

Data Sharing Agreement

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Preamble

0.1. In the frame of the conflict with Israel, the Ministry of Social Affairs (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 Agreement under which personal data will be shared between **MoSA** and **Action Against Hunger** [the Agency] is to establish the terms and conditions for a clear, secure, and lawful framework for the exchange of personal data between MoSA and Action Against Hunger, 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:

The Ministry of Social Affairs (MoSA), Badaro, Lebanon, represented by Minister Mrs. Haneen El Sayed (sayedhaneen001@gmail.com) and;
Action Against Hunger, Nabatieh, Marjayoun, Al-Madaris District, Elia Masoud Building, 1st Floor, represented by **Suzanne Takkenberg** (stakkenberg@lb.acfspain.org).

2. Purpose of Data Sharing

2.1. Description of the Intervention

Our intervention aims to respond to the urgent needs caused by the ongoing crisis in Lebanon by providing cash assistance to vulnerable Lebanese families and displaced populations across all governorates. This intervention is aligned with the Lebanon Flash Appeal (October 2024) and focuses on supporting families who are struggling to meet their basic needs, especially food, due to limited income and increased living costs.

Key objectives include the provision of unrestricted cash assistance to help families cover food and other essential needs based on household priorities, and prioritizing households without regular income, those recently displaced, and families in areas with limited humanitarian support.



The cash assistance will be provided in alignment with the Ministry of Social Affairs (MoSA) Memo, as well as the recommendations of the Basic Assistance and Food Security sectors. The approach will remain flexible and adaptive to reflect any updates to these recommendations throughout the year, ensuring relevance and responsiveness to the evolving needs.

3. Roles and Responsibilities

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

- Ensuring that personal data shared with the Receiving Party 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.

Action Against Hunger is the data recipient and is responsible for:

- Safely receiving, 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 and cooperating fully in investigations and mitigation measures.
- Avoiding any onward sharing of the data without the prior written consent of MoSA and ensuring that any approved third parties comply with equivalent standards of protection.
- 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 Action Against Hunger the data fields required hereunder pertaining to household-level information necessary for transferring assistance to selected HHs, limited to:

Case Number
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 the Agency to process the payments will be subject to additional approval on behalf of MoSA, following the receipt of the proper justification by the Agency.

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 the Agency
- PCM will create a folder, named after the Agency, 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, each Agency 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.



- PCM will then send a notification email to the relevant focal point in MoSA [focal point to be added with the relevant email] that the data has been uploaded.
- MoSA will then send a notification email to the Agency's nominated focal point that the requested data has been shared over SharePoint.
- The Agency will send a confirmation email to MoSA focal point upon the successful receipt of the data.

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:

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.

- Public interest mandate of MoSA; which is public institution carrying out a task in the public interest.
- Emergency assistance authorization under Lebanese law.

7. Security and Confidentiality

7.1. Action Against Hunger will ensure the confidentiality of all personal data transferred under this Agreement.

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

7.3. Action Against Hunger 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. Action Against Hunger as soon as possible upon becoming aware of a data breach concerning the personal data transferred under this Agreement, will notify the Ministry 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. Action Against Hunger may not share the data with any third party without contractual engagement between the third-party and the receiving Party to implement the activities related to such purposes and has agreed in writing to comply with standards no less stringent than those set in this Agreement.

8.2. Where personal data is transferred in accordance to 8.1, the data fields to be transferred to the third-party will not exceed what is strictly necessary to achieve the purpose.

9. Reporting Back and Data Reciprocity

9.1. Reporting Obligation:

Action Against Hunger 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, Action Against Hunger 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, within 15 days of concluding the assistance cycle of the Action Against Hunger;
- ✓ 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. Upon expiration, the data must be either 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.

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, 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 and shall continue in force until the earlier of:

- ✓ The end of the activities set out in point 11.3 below; or
- ✓ Until terminated in accordance with point 11.3 (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 Principles

This Agreement shall be governed by internationally and Lebanese accepted data protection principles and national laws, without prejudice to MoSA's sovereignty and WFP's privileges and immunities.

15. Signature Block

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Data Sharing Agreement.

For the Ministry of Social Affairs (MoSA)

Name: Haneen El Sayed

Title: Minister of Social Affairs

Date:

Signature:



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For Action Against Hunger

Name: Suzanne Takkenberg

Title: Country Director

Date: 27.05.2025

Signature:

