



Assistance to Most Affected Households post 2024 War

Data Sharing Agreement

No. 18

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 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 **Nabaa** is to establish the terms and conditions for a clear, secure, and lawful framework for the exchange of personal data between MoSA and **Nabaa**, 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;

Developmental Action without Borders – Nabaa – Saida, Saray street, Bazzi Building, 1st Floor, represented by **the General Director Dr. Qassem El Saad – Nabaa@nabaa-lb.org**.

2. Purpose of Data Sharing

2.1. Description of the Intervention

Under Pillar I: Sustaining Critical Life-Saving Humanitarian Interventions, Nabaa will implement a six-month integrated humanitarian response aimed at addressing the urgent food security and basic needs of 950 conflict-affected female-headed households (FHHs) South Lebanon governorate (Saida and Tyre)).

The intervention targets cross-section of vulnerable groups, including Lebanese nationals, Palestinian refugees (PRL), Palestinian refugees from Syria (PRS), and migrant households, with particular focus on individuals with disabilities, children, and those with chronic health conditions

Nabaa will provide cash assistance through three distribution rounds of Cash assistance based on the circulation of MoSA as follows; USD 20 for each eligible household's member capped at 5 members per households, and USD 45 as multipurpose cash at the level of the household. Starting from July 1, 2025 and ending on December 31, 2025.



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.

Nabaa 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 **Nabaa** the data fields required hereunder pertaining to household-level information necessary for transferring assistance to selected HHs, limited to:

Case Number
First name Ar
Father name ar
Family name Ar
First name en
Father name en
Family name en
Address (gov, district, village)
DOB



Nationality
Family Size
Gender
mobile number

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 sub 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.
- PCM will upload the data into the Agency's dedicated folder. Following deduplication with AMAN, each Agency will receive the respective caseload 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. We are 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.

Note for Government: A clear privacy notice and records of consent are recommended for each data subject, as per WFP guidelines.

7. Security and Confidentiality

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

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

7.3. **Nabaa** 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. **Nabaa** 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. **Nabaa** 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:

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

- On a monthly basis, the Agency shall update the household list provided by MoSA with the additional fields listed below and upload the updated dataset to its designated sub-folder 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, Nabaa 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 must be included in the shared dataset to support MoSA's assurance and monitoring functions:

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 Assistance
Update in HH Data
Fields of Update
Details of Update

9.2. Timeline

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

Note for Government: This creates a feedback loop that helps MoSA maintain an updated and accurate registry, while ensuring transparency on how the data is used.

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 or anonymized.

Note for Government: Define expected retention period based on operational needs and 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.

Note for Government: A simple mechanism (email or hotline) for these requests is advisable.

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 11.3 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)

For **Developmental Action without
Border – Naba'a**

Name: Haneen El Sayed

Name: Dr. Qassem El Saad

Title: Minister of Social Affairs

Title: Nabaa General Director

Date: 3/06/2025

Date: 3/06/2025

Signature:


Haneen El Sayed
Minister of Social Affairs

Signature:


Dr. Qassem El Saad
General Manager