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Data Processing Agreement

Template for a DPA

Document Metadata: Data Processing Agreement (DPA) to outline the intention and responsibilities of a Data Processor (GDPR term) to perform processing at the request of a Data Controller (GDPR term). Replace this text with appropriate metadata for the task at hand.

State: Final if signed.

Information security classification: External

Access: To Named parties

Owner(s): <Data Processor organisation name (eg Flowminder) plus optional contact person(s)>

Updating frequency: <As Required>

Text delimited <thus> is either to be removed or replaced with more appropriate content. Once editing is done there should be no remaining such elements.

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This Agreement describes the Purpose for which <Familiar Name> data will be processed, the categories of data subjects, and the types of <Familiar Name> data to be processed.

Organisations:

Formal Name (<Familiar Name>) Replace this with a couple of paragraphs of company biography. An example is shown below for the Flowminder organisation. The text <Familiar Name> should be replaced throughout this document with the familiar name of the Data Controller (GDPR term) organisation as defined here.

Stiftelsen Flowminder (“Flowminder”) provides insights, tools, and capacity strengthening to governments, international agencies and NGOs. Flowminder is a non-profit organisation composed of practitioners and academics from development, public health and humanitarian sectors. The mission of the organisation is to develop and operationalise new methods and data sources to support decision makers, improve operational efficiency and deliver services in low- and middle-income countries. Flowminder has pioneered the use of mobile operator data to address development and humanitarian challenges. It uses statistical techniques to integrate traditional data from surveys and censuses, with data from satellites and mobile operators.

Working closely with researchers at the University of Southampton UK and elsewhere, Flowminder develops new methods and data to understand the distributions, characteristics and dynamics of human populations, and provides support for decision makers to leverage the operational opportunities of radically improved sociodemographic data.

Please direct queries to info@flowminder.org

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The FlowKit Platform:

FlowKit is an open-source platform from Flowminder designed to make it easier to work with pseudonymised CDR data from mobile phone operators and to perform complex calculations on that data to provide aggregated de-identified outputs to authorised users of the platform. (<http://bit.ly/DIALFM>)

Background:

This Agreement is to ensure there are put in place proper arrangements relating to the handling of pseudonymised call detail records (CDR) and other data, access to which has been granted by <Familiar Name> to Flowminder. This Agreement is compliant with the requirements of Article 28 (“Processor”) of the European Union General Data Protection Regulation (EU GDPR) 2016/679.

Territorial Scope: Article 3 of GDPR affirms that even though the data will never leave <Country of Origin>, because Flowminder as a Data Processor is based in the E.U., then GDPR is one of the applicable laws.

The Purpose for which <Familiar Name> data are to be processed:

<Familiar Name> wishes to make certain <Familiar Name> data and documentation available to Flowminder to allow Flowminder to install and commission a platform (FlowKit) to process mobile data and produce aggregated outputs for authorised users of the platform. This is so that Flowminder’s partner, <Intermediary Name>, may access certain aggregated (i.e. anonymised) Mobile Network Operator (MNO) Data, analyze and use such MNO Data alongside geospatial data, health systems data and other relevant data for the purposes of helping to understand population movements of demographic segments of the <Country of Origin> population, with the goal of enhancing health outcomes in <Country of Origin> in accordance with the terms of the Data Sharing Agreement between <Familiar Name> and <Intermediary Name> on <Date> (the “**Purpose**”).

To achieve this purpose and in accordance with the propositions of this Agreement:

- <Familiar Name> will provide Flowminder access to the systems within <Familiar Name> dedicated to performing the processing tasks for this project.
- <Familiar Name> will provide Flowminder access to de-identified (i.e. pseudonymised) Call Detail Records (CDR) data.
- The time period of the provided pseudonymised CDR data shall be from <Significant Date> and for the duration of the project.
- <Familiar Name> will make new pseudonymised CDR data available on a daily basis to a location accessible by the FlowKit platform.
- <Familiar Name> will permit Flowminder to install and commission a platform (FlowKit) to generate anonymised, aggregated data-driven insights from the provided pseudonymised CDR data.
- <Familiar Name> will, using the authentication tools provided by the platform, share such anonymised, aggregated insights with relevant <Familiar Name>-approved project partners, aid or development agencies, government departments or research agencies.

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Data Processing:

<Familiar Name> is the DATA CONTROLLER for the <Familiar Name> data, and Flowminder is the DATA PROCESSOR for the <Familiar Name> data. The <Familiar Name> data and the data processing that Flowminder undertakes on that data all takes place solely in the <Familiar Name> premises where the data remains under the full control of <Familiar Name>.

Flowminder agrees to process the <Familiar Name> data only in accordance with the relevant Data Protection Laws (meaning U.K. Data Protection Act (2018), the Swedish Personal Data Act [Sw. lagen med kompletterande bestämmelser till EU:s dataskyddsförordning], the E.U. General Data Protection Regulation (2016), and the relevant laws of <Country of Origin>), and in particular on the following conditions:

A. Flowminder shall

- a. only process the <Familiar Name> data on the written instructions of <Familiar Name>.
- b. only process the <Familiar Name> data as required, and for the duration necessary, to achieve the Purpose set out above.
- c. be permitted remote access to the <Familiar Name> data and designated systems in the process of achieving the above.
- d. not transfer the <Familiar Name> data to a location outside of <Country of Origin>.

(Article 28, para 3(a) GDPR)

B. Flowminder shall ensure that all employees and other representatives accessing the <Familiar Name> data are

- a. aware of the terms of this Agreement.
- b. have received comprehensive training on Data Protection Laws and related good practice.
- c. bound by a commitment of confidentiality.

(Article 28, para 3(b) GDPR)

C. <Familiar Name> and Flowminder have agreed to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, complying with Article 32 of GDPR.

- a. To ensure increased privacy <Familiar Name> will provide the FlowKit platform with pseudonymised CDR data. Only <Familiar Name> and Flowminder staff will have access to the pseudonymised data. "Pseudonymisation" of CDR enables cross referencing of the data to calculate movement patterns but removes all unnecessary personal information such that personal data can no longer be attributed to a specific data subject without the use of additional information (see Diagram 1).
- b. Flowminder staff shall commission the FlowKit platform such that its methods are used to generate aggregated data-driven insights where data is clustered or combined such that no Personal Data can be derived from the resulting analytics data (see Diagram 1).

(Article 28, para 3(c) GDPR)

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Data Flow

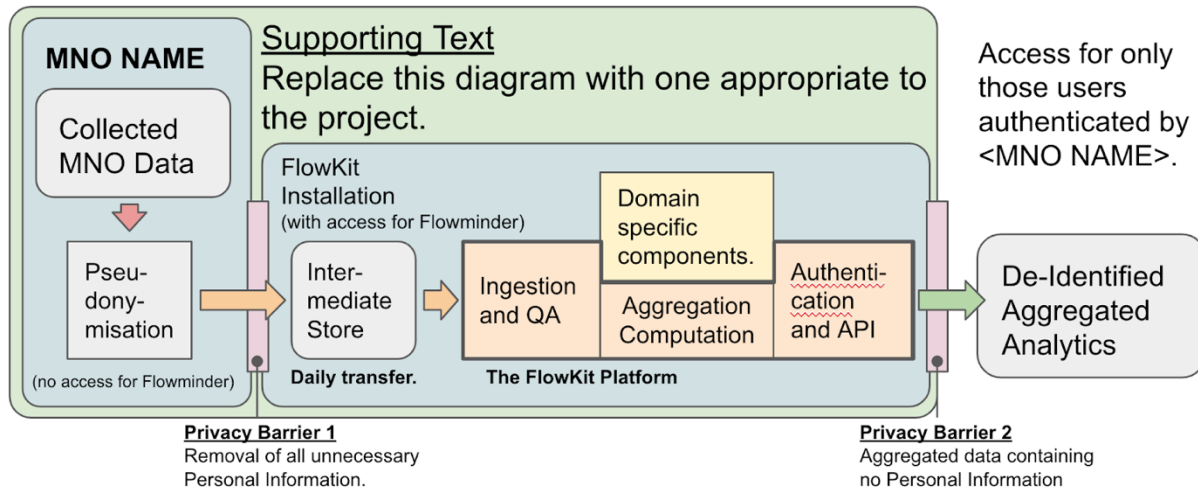


Diagram 1: Data Flow

D. Notwithstanding the above mentioned, Flowminder shall assist <Familiar Name> in all necessary or required appropriate technical and/or organisational measures, in order for <Familiar Name> to fulfil its obligations in this Agreement and comply with its rights and duties under relevant Data Protection Laws.

E. Flowminder shall not involve any third party in the processing of the <Familiar Name> data without the written consent of <Familiar Name>. Such consent may be withheld without reason. If consent is given, a sub-processing agreement will be put in place between Flowminder and the <Familiar Name> -approved third party. Flowminder will only engage a sub-processor with the prior consent of <Familiar Name> (the DATA CONTROLLER), recorded in a written contract.

(Article 28, para 3(d) GDPR)

F. Flowminder will assist <Familiar Name> with respect to the Controller's obligation to respond to Subject Access Requests or related rights of the Data Subjects.

(Article 28(3)(e) GDPR)

G. Flowminder shall assist <Familiar Name> in dealing with security measures and encryption, requests from data subjects, dealing with data breaches, conducting impact assessments and, when necessary, consultation with regulatory authorities.

(Article 28, para 3(e) GDPR);(Article 28, para 3(f) GDPR)

H. Flowminder shall, at <Familiar Name>'s choice, safely return or delete the <Familiar Name> data in its possession at any time. Flowminder will be required to ask <Familiar Name> to remove Flowminder's access to the data at the end of the project. Where Flowminder is requested to delete the <Familiar Name> data, deletion shall include destruction of all existing copies. Upon request by <Familiar Name>, Flowminder

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shall provide certification of compliance with this section.

(Article 28, para 3(g) GDPR)

I. Flowminder shall make immediately available to <Familiar Name> all information necessary to demonstrate compliance with the obligations laid down under this Agreement and allow for and contribute to any audits, inspections or other verification exercises required by <Familiar Name> from time to time.

(Article 28, para 3(h) GDPR)

J. Flowminder shall, without undue delay, contact <Familiar Name> if there is any personal data breach or incident where the <Familiar Name> data may have been compromised. In its report Flowminder shall give detailed information of the breach and the steps it has taken to counter such breaches. In addition, Flowminder shall co-operate and work together with <Familiar Name> in putting in place measures that will assist in preventing and remedying personal data breaches.

(Article 33) GDPR)

Data Subjects:

<Familiar Name> data Processed for the Purpose may relate to the following categories of data subjects:

- Consumer customers and business customers public bodies and corporate customers of the mobile network operators (MNOs) providing data to <Familiar Name>

<Familiar Name> data:

The <Familiar Name> data consists of pseudonymised Call Detail Records (CDRs) and other data such as cell tower information (including location). As stated in the purpose the data required is to support understanding the population movements of demographic segments of the <Country of Origin> population. The following list <which may change from project to project> specifies the data that will be processed under this agreement:

- Originating/terminating subscriber account, device or SIM identifier (pseudonymised)
- Type of Transaction (to differentiate calls from SMS etc)
- Consumption metric (eg duration / data volume / top-up amount)
- Timestamp
- Cell ID
- Cell Site geolocation: Latitude and longitude
- Subscriber gender
- Subscriber age
- Country Code
- Operator Identifier

Special categories of data:

No sensitive data including information pertaining to racial or ethnic origin, physical or mental health condition, criminal offences, trade union membership, religious or similar beliefs or sexual life is required to achieve the Purpose set out above.

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Confidentiality:

The Parties agree to keep this Agreement, and information received about the other Party, confidential and not disclose or use such confidential information without prior written consent of the other Party, except in the following cases: (1) disclosure is required by law (2) the relevant information is already in the public domain.

Governing Law and Arbitration:

This Agreement shall be governed by and interpreted under the laws of <Chosen Country>, without reference to conflicts of laws rules or principles. The Parties irrevocably agree that all disputes arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be <Chosen Country>. The language of the arbitral proceedings shall be <Chosen Language>. Judgment upon any award(s) rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Effective date of this Processing Agreement:

This Processing Agreement shall be effective from <Start Date> and shall continue in full force and effect until <End Date>.

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.

Signed for and on behalf of <Familiar Name> Name: Position: Date:	Signed for and on behalf of Stiftelsen Flowminder Name: Position: Date:
Witness Signature: Name:	Witness Signature: Name: