*In this sample, examples are provided for 4 project areas: GBV, Protection of Children, Protection Case Management, and Protection Monitoring. These purposes have been selected as common project activities that require the processing of personal data between UNHCR and partners. This sample may be adapted to the nature and specifics of each project and in accordance with the UNHCR’s and the Partner’s data protection framework(s) as applicable. It is important that the finalization of this Annex be a product of joint effort by UNHCR and the Partner.*

**Annex C: Processing and Protection of Personal Data of Persons of Concern**

This Annex is completed pursuant to Article 19 of the General Conditions of Contract.

## **SECTION 1: Nature and purpose of processing**

1.1 The Partner Project, PROJECT TITLE, within the specialized project activity/ies as set out in Article 8 of the PPA and Annex A to the PPA, requires the Partner to process Personal Data of persons of concern to UNHCR in SPECIFY COUNTRY/SCOPE OF POPULATION OF CONCERN for the following specific and limited purposes:

**Gender-Based Violence (GBV)**

* 1. To provide case management to individual survivors of GBV, which include structured or unstructured case management, counselling and referrals;
  2. To provide psychosocial support to individual survivors of GBV and other individual services.

**Protection of Children**

* 1. To provide case management to individual children at risk (CaR), including the Best Interests Procedure;
  2. To provide family reunification and/or alternative care for identified unaccompanied and separated children (UASCs);
  3. To provide mental health and psychosocial support and other child protection services to individual children.

**Protection Case Management**

* 1. To provide protection and legal counselling to PoCs via community drop-in centres and other modalities;
  2. To provide case management and assistance to persons with specific needs.

**Protection Monitoring**

1. Conduct monitoring of protection issues and trends;
2. Refer individuals for services and assistance as necessary.

## **SECTION 2: Personal data elements necessary to be processed**

**2.1** **Data processing by the Partner**

***[The data processed by the Partner is the product of discussion and agreement between UNHCR and the Partner. Any data listed below that will not be collected should not be reflected in the final version of Annex C. Other data points may be added where needed and available]***

**Gender-Based Violence (GBV)**

Within the specialized project activity, Gender-Based Violence (GBV), set out in Section 1, and for the specific and limited purpose of individual case management and psychosocial support, the Partner may process the following personal data elements:

* UNHCR proGres number and/or other unique identifier or biographical information agreed between UNHCR and the Partner;
* Date of birth
* Country of origin/Nationality
* Contact details
* Specific needs (code and/or details)
* GBV incident(s) details
* Marital status
* Family composition
* Health/medical information
* Legal and documentation information
* Protection and safety information
* Economic wellbeing information
* Education information
* Psychosocial wellbeing information
* Intervention and referral information
* Assistance and service delivery information
* Follow up information
* Case closure information

**Protection of Children**

Within the specialized project activity of Protection of Children set out in Section 1, and for the specific and limited purpose of individual case management, including the Best Interests Procedure including BIAs and BIDS, and provision of family reunification of alternative care to UASCs, the Partner may process the following personal data elements, as per UNHCR’s applicable Policies and Guidelines, including the Best Interests Procedure Guidelines 2021 :

* UNHCR proGres number and/or basic biodata, which includes:
* Full Name(s)
* Age
* Sex
* Date of Birth
* Place of Birth
* Language
* Country of Origin
* Contact details and current address, and location after placement Parent, guardian or caregivers UNHCR proGres number and/or basic biodata (as above listed), and current or last seen location
* Specific needs (code and/or details)
* Best Interests Assessment and/or Child protection assessment
* Best Interests Determination
* View and wishes of the child, parents/guardians and other relevant family members
* Protection incident(s) details
* Family tracing and reunification details
* Family composition
* Care arrangement details
* Education information
* Health information
* Psychosocial wellbeing information
* Living environment information
* Legal and documentation information
* Protection and safety information
* Intervention and referral information
* Assistance and service delivery information
* Follow up information
* Status of Best Interests Procedure (which step of BIP the child’s case is at); and BID status if applicable
* Case closure information

**Protection Case Management**

Within the specialized project activity of Protection Case Management set out in Section 1, and for the specific and limited purpose of providing protection and legal counselling/representation/assistance and protection case management and assistance for persons with specific needs, the Partner may process the following personal data elements:

* UNHCR proGres number and/or other unique identifier or biographical information agreed by Date of birth
* Country of origin/Nationality
* Contact details
* Specific needs (code and/or details)
* Protection incident(s) details
* Parents or Guardian’s biodata and current or last seen location
* Family tracing and reunification details
* Family composition
* Care arrangement details
* Education information
* Health information
* Psychosocial wellbeing information
* Living environment information
* Legal and documentation information
* Protection and safety information
* Intervention and referral information
* Assistance and service delivery information
* Follow up information
* Case closure information

**Protection Monitoring**

Within the specialized project activity of Protection Monitoring set out in Section 1, and for the specific and limited purpose of analyzing protection issues and trends, the Partner may process the following personal data elements:

* Indirect identifiers (including age, sex, and country of origin)
* Date of arrival in the country of asylum
* Applicable specific needs codes and/or details
* Information on protection incidents experienced

Within the specialized project activity of Protection Monitoring set out in Section 1, and for the specific and limited purpose of providing referrals to third parties for individuals requiring specific services and assistance:

* UNHCR proGres number and/or other identifying biographical information;
* Information relevant to the specific service requested.

**2.2 Referrals from UNHCR to the Partner**

**Gender-Based Violence (GBV)**

Within the specialized project activity, Gender-Based Violence (GBV), set out in *Section 1*, and for the specific and limited purpose of *individual case management and psychosocial support*, UNHCR may share with the Partner the following personal data elements:

* UNHCR proGres number and/or other identifying biographical information (unique identifier or biographical information agreed by the parties)
* Date of birth
* Language
* Country of origin/nationality
* Contact details
* Specific needs (Advanced Level 5 (GBV), and Basic, Normal, and Advanced Levels 1 – 3)
* Priority of referral
* Background information on case (only if information provided to UNHCR by survivor as part of case management and if info relevant to receiving agency)
* Referral details as applicable (current risk, service needed, urgent needs)

**Protection of Children**

Within the specialized project activity, Protection of Children, set out in Section 1, and for the specific and limited purpose of individual case management, including the Best Interests Procedure, and provision of family reunification of alternative care to UASCs, UNHCR will share with the Partner the following personal data elements:

* UNHCR proGres number and/or basic biodata
* Parents or Guardian’s proGres number and/or basic biodata
* Priority level of the case
* Status of Best Interests Procedure (which step of BIP the child’s case is at); and BID status if applicable
* Specific needs (Basic, Normal, and Advanced Levels 1 – 3)
* Care Arrangement details
* Family composition
* Reason for case closure, if applicable
* Referral forms/information and feedback on referrals
* Completed BIA or child protection assessment forms
* Completed BID forms

**Protection Case Management**

Within the specialized project activity of Protection Case Management set out in *Section 1,* and for the specific and limited purpose of *providing protection and legal counselling and protection case management and assistance for persons with specific needs,* UNHCR will share with the Partner the following personal data elements:

* UNHCR proGres number and/or other identifying biographical information
* UNHCR proGres number
* Date of birth
* Language
* Country of origin/nationality
* Contact details
* Specific needs (Basic, Normal, and Advanced Levels 1 – 3)
* Family composition
* Referral details as applicable.
* Background information on case (only if information provided to UNHCR by survivor as part of case management and if info relevant to receiving agency)

## **SECTION 3: Legitimate basis for the collection of personal data**

*Explanatory note: Generally, the legitimate basis on which personal data is collected and processed by the partner and shared is on the basis of consent for adults, or vital interests in exceptional circumstances outlined in 4.2. For children, the legitimate basis for data processing is generally consent or children’s best interests.*

**3.1** **Legitimate basis for Collection and sharing of personal data**

(a) For all purpose(s) listed under Section 1, the Partner shall obtain informed consent for the collection of personal data in accordance with this Section 3.1.

(b) When collecting data from the data subject, the Partner shall ensure the data subject is informed of - and understands - the following:

(i) what personal data will be required from the data subject and for what specific purpose in order for the Partner to provide the relevant protection activity (see section 1);

(ii) that in order to provide the relevant protection activity, personal data may need to be shared with third party service providers and, for the purposes of 4.1 below, with UNHCR. (Subject, with respect to UNHCR, to the exceptional circumstances set out in 3.2 below), this would happen only with the informed consent of the individual or the informed consent of the adult or child and assent of the child or if it is in the best interest of the child (see below);

(iii) any consequences for refusing or failing to provide the requested personal data;

(iv) the rights of the data subject and accessible complaint mechanisms (section 7 below);

(v) contact information of the data controller and the data protection officer within the Partner;

(vi) the importance of the data subject providing accurate and complete information;

(vii) the data subjects’ duty to keep UNHCR and/or, as appropriate, Implementing Partners, informed of changes to their personal situation, in particular changes in civil status, e.g. births, deaths and marriages;

(viii) the data subject’s right to request access to their personal data, or correction or deletion of it; and

(ix) the data subject’s right to object to the collection of personal data.

(c) The consent of the data subject to the collection and processing (including potential sharing) of personal data shall be obtained through signing of a consent form by the data subjectwhere required.[[1]](#footnote-2)

(d) The Partner shall ensure the data subject is given, to the greatest extent possible permitted by the circumstances, the opportunity to refuse to give data or apply conditions on how the data will be processed (including its potential sharing).

(e) Where the data subject is a child, the Partner may obtain informed consent from the child, provided that the child has the capacity to understand the process and that the process ensures the rights of the child and obligations of UNHCR and the Partner, including taking the best interests of the child as a primary consideration. Where the child does not have sufficient capacity to provide informed consent, informed consent from the caregiver may be obtained where doing so would be in the child’s best interests. Where no caregiver who has legal responsibility for the child is present, or in the instance that it is not in the best interest of the child to seek consent from the parent, caregiver or legal guardian, the consent of another trusted adult may also be obtained. Where consent cannot be obtained from the child, caregiver, or other trusted adult, the personal data of the child can be processed on the basis of the best interests of the child (see section 3.2). In all situations, the assent from the child shall be sought for services and they shall be provided age-appropriate information.

**3.2** **Other legitimate bases as the basis of collection and sharing of personal data**

(a) Notwithstanding 3.1, the Partner will share personal data listed in Section 4 with UNHCR in the following situations:

1. for children, when it is in the child’s best interest;
2. referrals where the data subject is a danger to themselves or others;
3. referrals in the vital interests of the data subject;
4. sharing of personal data is required for investigating fraud allegations, resolving inconsistencies or for the Prevention of sexual and Gender Based Exploitation and Abuse (PSEA);
5. sharing of information necessary for the performance of Article 16.2 (Anti-Terrorism) of the General Conditions;
6. data sharing required to ensure the safety of POCs, in particular in the context of an ongoing and serious security threat (e.g. recovering or transporting files in case of possible seizure by a third party); or
7. other exceptional circumstances agreed on a case by case basis between UNHCR and the Partner where these are necessary to safeguard the safety and security of persons of concern.

(b) UNHCR and the Partner confirm that the sharing of personal data collected by the Partner as set out in this Annex is done based on a legitimate basis in accordance with the data protection frameworks as applicable. For UNHCR, the above situations may fall under one of the legitimate bases as set out by UNHCR’s Data Protection Policy, namely consent of the data subject, pursuance of UNHCR’s mandate, best or vital interest of the data subject, safety and security of persons of concern and others.

**3.3 Referrals from UNHCR to the Partner**

(a) UNHCR confirms that the personal data included in the referrals from UNHCR to the Partner is done in accordance with UNHCR’s data protection framework.

## **SECTION 4: UNHCR access to personal data collected by partner**

***[Note to UNHCR drafters: please ensure involvement with relevant colleagues in the Operation in developing and agreeing with the Partner on this Section in light of local circumstances and programmes]***

4.1 The Partner will share the following personal data elements for the specific purposes listed below:

(a) Referrals for specific and immediate protection services and assistance to specific and

available services for open, active cases

**Gender-Based Violence (GBV), Protection of Children, Protection Case Management and Protection Monitoring**

* UNHCR proGres number and/or other identifying biographical information;
* Specific needs (in the form of specific need category codes and specific need sub-category codes or other vulnerability information);
* Details of reasons for referral and referral service type (according to SOPs);
* Referral priority
* Other details as required for the specific purpose and as agreed in referral pathways
* Contact details.
* For child protection cases, information listed in (b) below;

(b) Referrals for protection and assistance services which are provided based on information

known to UNHCR, whether immediately or in the future, for open, active cases

**Gender-Based Violence (GBV)**

* UNHCR proGres number and/or other identifying biographical information;
* Specific needs (in the form of specific need category codes and specific need sub-category codes or other vulnerability information).

**Protection of Children**

* Child’s UNHCR proGres number and/or other basic biodata
* Child’s caregiver’s UNHCR proGres number and/or basic biodata
* Specific needs (in the form of specific need category codes and specific need sub-category codes or other vulnerability information) of the child and family members as relevant;
* Status of Best Interests Procedure (which step of BIP the child’s case is at); and BID status if applicable
* BIA or child protection assessment on case-by-case basis if there is a need for that information to be shared;
* Completed BID form or BID referral needed;
* Reason for BID referral (if applicable).[[2]](#footnote-3)

**Protection Case Management**

* UNHCR proGres number and/or other identifying biographical information;
* In the case of children, child’s caregiver’s UNHCR proGres number and/or other identifying biographical information;
* Specific needs (in the form of specific need category codes and specific need sub-category codes or other vulnerability information).

**Protection Monitoring**

* UNHCR proGres number and/or other identifying biographical information;
* Specific needs (in the form of specific need category codes and specific need sub-category codes or other vulnerability information).

(c) Feedback on referrals made by UNHCR

**Gender-Based Violence (GBV)**

* UNHCR proGres number and/or other identifying biographical information;
* Specific needs (in the form of specific need category codes and specific need sub-category codes or other vulnerability information).
* Process feedback (as agreed in SOPs).

**Protection of Children**

* Child’s UNHCR proGres number and/or other identifying biographical information;
* Child’s caregiver’s UNHCR proGres number and/or other identifying biographical information;
* Specific needs (in the form of specific need category codes and specific need sub-category codes) of the child and family members as relevant;
* Process feedback (as agreed in SOPs);
* BIP status;
* On case by case basis if needed, summary of BIA;
* If applicable: BID referral needed and reason for BID referral (if applicable).[[3]](#footnote-4)

**Protection Case Management**

* UNHCR proGres number and/or other identifying biographical information;
* Specific needs (in the form of specific need category codes and specific need sub-category codes or other vulnerability information).
* Process feedback (as agreed in SOPs).

(d) Transferring closed cases with future needs AND e) Transferring closed cases for archiving by

UNHCR

**Gender-Based Violence (GBV)**

* UNHCR proGres number and/or other identifying biographical information;
* Specific needs (in the form of specific need category codes and specific need sub-category codes or other vulnerability information);
* Minimised case file (including final versions of consent forms, intake forms, assessment forms, action plans, follow up forms, case closure forms, and copies of any relevant supporting documents).

**Child Protection Case Management**

* Child’s UNHCR proGres number and/or other identifying biographical information;
* Child’s caregiver’s UNHCR proGres number and/or other identifying biographical information;
* Specific needs (in the form of specific need category codes and specific need sub-category codes or other vulnerability information) of the child and family members as relevant;
* Minimised case file (including final versions of, consent forms, registration forms, BIA forms, BID forms, action plans, follow up forms, case closure forms, and copies of any relevant supporting documents).

**Protection Case Management**

* UNHCR proGres number and/or other identifying biographical information;
* Specific needs (in the form of specific need category codes and specific need sub-category codes or other vulnerability information);
* Minimised case file

4.2 The Partner will share the personal data listed in Section 4.1 based on the exigence of the case or alternatively and/or SPECIFY FREQUENCY OF SHARING (see table below) through secured method of data sharing as set out in Section 6 below.

|  |  |
| --- | --- |
| **Purpose** | **Schedule**  *The below section provides example timelines. Note that defined schedules should be mutually agreed upon and can be updated according to needs.* |
| Case referrals | * *For A, B, C service, as needed on a case-by-case basis;* * *For X, Y, Z service, batch referrals with periodicity defined according to operational needs.* |
| Referrals for services based on information known to UNHCR | * *On a monthly basis.* |
| Feedback on referrals | * *For A, B, C service, as needed on a case-by-case basis;* * *For X, Y, Z service, batch referrals with periodicity defined according to operational needs.* |
| Transfer of closed cases for future needs | * *Quarterly or biannually;* * *Upon closure of a partner.* |
| Transfer of closed cases for archiving | * *Quarterly or biannually;* * *Upon closure of a partner.* |

4.3 For details on conducting child protection case file audits that may be conducted by UNHCR please see UNHCR’s Best Interests Procedure Guidelines on Assessing and Determining the Best Interests of the Child (<https://www.refworld.org/docid/5c18d7254.html>, page 111).

4.4 Under the General Conditions of Contract, UNHCR, its audit firms and the Office of Internal Oversight Services may require information from the Partner for verification, audit or investigation purposes (see Articles 7, 15 and 21). The Partner shall act in good faith to comply with such requests that may require personal data and will shall work in good faith to obtain consent from concerned data subjects. UNHCR shall act in good faith to ensure that such requests are limited in their scope to the minimum necessary information, that requests to redact personal information are given due consideration, that the data is used only for the legitimate purpose and that UNHCR copies are handled/destroyed as necessary.[[4]](#footnote-5)

## **SECTION 5: Access and user control measures**

5.1 Under Article 19.5 of the General Conditions, the Partner shall restrict access to Personal Data to Partner Personnel duly authorized by the Partner in agreement with UNHCR.

5.2 Access and user control within the Partner is managed by [Functional title of partner staff].

5.3 This paragraph relates to the manner in which the partner selects and vets Partner Personnel to whom access will be granted to Personal Data:

*Option 1 (partner personnel and their respective access level is listed in Annex C):*

Choose an item. are assigned with level of access rights.

Choose an item. is assigned with level of access rights.

*Option 2 (refer to a list):*

The Partner will share with UNHCR a list of Partner Personnel including job title and functions with corresponding access rights as soon as practicable after the commencement of the Partnership Agreement. [frequency: e.g. monthly]

*Option 3 (where it is agreed that the partner will use PRIMES):*

The Partner, through the access and user control manager (see above), provides UNHCR [Approving Officer, state functional title] with a list of the names of all Partner personnel that require access to Specify PRIMES tool to be used (e.g. proGres v4)￼. The request shall include the level of access rights for each user, the user name, job title and functions.

5.4 [For Option 2 and 3 in 5.3 above:] The Partner updates the list of users requiring active access and their respective access rights on a [frequency, e.g. monthly] basis. In addition, the Partner informs UNHCR in writing at the earliest opportunity, of any discontinuation of access or changes in the level of access rights arising from separation of staff or changes in their functions. In case of separation of staff, the Partner informs UNHCR at least 7 days in advance of the separation. Where advance notice is not possible, the Partner shall inform UNHCR not later than the same day of the separation of the staff member. Unauthorized use, compromise or exploitation of the Partner’s access to Specify database used, e.g. proGres v4 by its employees or third parties shall be considered a “personal data breach”.

5.5 Space for further access and user control measures, e.g.: In order to ensure a ‘need to know’ approach and prevent the risk of personal data breaches, the Partner takes the following measures:

1. […] e.g. access to devices
2. […] password policy
3. […] access to premises or locations measures

[…]

## **SECTION 6: Storage and transfer of personal data**

6.1 The Partner stores physical files of personal data in secured filing rooms in the Partner’s premises in compliance to internal SOPs on physical file management.

6.2 IF PARTNER DATABASE: The Partner will store electronic files of personal data and detailed GBV/CP case management files in PARTNER DATABASE.

6.3 IF USING PROGRES: Minimum case information, including Specific Needs Codes, Incident Types, Incident date, Incident location and intervention types will be recorded in GBV and CP modules in proGres v4 respectively to facilitate sharing with UNHCR required information as per Section 4 above.

6.4 Any additional personal data required to be transferred to UNHCR by the Partner will be conducted electronically through SPECIFY TRANSFER METHOD. No physical file transfer to UNHCR is necessary, unless the physical file transfer is necessary for purposes d or e above AND it cannot be completed digitally.

6.5 UNHCR will electronically transfer personal data to the Partner through specify transfer method(s), e.g. UNHCR’s Secure File Sharing service.

6.6 The Partner will electronically transfer personal data to UNHCR through SPECIFY TRANSFER METHOD. Sharing of personal data in any of these formats must be protected by password in accordance with the Partner’s applicable data protection framework, internal rules and policies.

6.6 The Partner will transfer personal data to SPECIFY THIRD PARTY through SPECIFY TRANSFER METHOD.

## **SECTION 7: Data subjects’ rights**

7.1 UNHCR and the Partner will inform all data subjects whose personal data are subject to processing of their rights to information, access, correction, deletion and objection, the modalities of filing requests (where, who, how?), record all requests and responses without undue delay and free of charge.

7.2 UNHCR will respond to requests from data subjects that concern processing by UNHCR; the Partner will respond to requests from data subjects that concern processing by the Partner.

7.3 UNHCR will refer requests to the Partner that concern processing by the Partner. The Partner will refer requests to UNHCR that concern processing by UNHCR.

7.4 UNHCR and the Partner will keep each other informed of requests of mutual concern and interest.

7.5 The Partner will keep UNHCR up to date of requests from data subjects and refer such requests to UNHCR in the following cases:

(a) The request concerns personal data originally collected and processed by UNHCR (e.g. changes of biodata recorded during registration conducted by UNHCR);

(b) The request leads to an inconsistency, which needs to be resolved with UNHCR in order to exclude or investigate a fraud allegation; or

(c) The request is related to criminal investigation or prosecution by national authorities.

## **SECTION 8: Personal data breach notification**

8.1 The Partner will, through the Functional title of designated staff to handle data breach[[5]](#footnote-6), as soon as possible upon becoming aware of a personal data breach notify the breach the functional title of UNHCR staff, e.g. Data Protection Focal Point.￼

8.2 The breach notification shall be made no later than 72 hours after a significant breach becomes known, or within 24 hours after a serious breach is known. [Refer to para. 7.2 DPG for definitions]

8.3 The Senior Project Manager of the Partner and Functional title of designated staff to handle data breach of the partner and and functional title of UNHCR staff, e.g. DATA PROTECTION FOCAL POINT in UNHCR will immediately after the breach notification consult and agree on all relevant mitigating measures, including to communicate the personal data breach to the data subject and restore data security.

**SECTION 9: Sharing/Transfers with subcontractors or third parties**

9.1 UNHCR authorizes the Partner to share the following data sets with NAME OF THIRD PARTY IF APPLICABLE (CONTRACTED PARTNER).

9.2 Should the above-mentioned contracted partnerneed to be replaced in the course of the implementation of the project or a new contracted partner be added, the Partner must inform UNHCR accordingly including the written details of any new contracted partner.

9.3 The Partner shall ensure that any sharing of personal POC data with a third party is subject to a contractual obligation to comply with the Partners’ obligations under the PPA and the present Annex.

9.4 In circumstances where the Partner plans to close its programme/presence during the term of the Project, the Partner shall cooperate with UNHCR in identifying a suitable organization to take over the Partner’s role. In such circumstances, the Partner will make every reasonable effort to contact the data subject, inform him/her of the change and share data only withconsent of the data subject or if in the best interest of the child to allow the Partner to share the concerned personal data to the other organization.

## **SECTION 10: Termination arrangements**

10.1 Upon termination of the PPA, with the informed consent of the data subject or in the best interest of the child, or in the circumstances addressed by Section 4 or by Section 9.4, the Partner will transfer to UNHCR Personal Data that was collected for the performance of the PPA.

10.2 For Personal Data collected exclusively for the purposes of this PPA, the Partner will delete existing copies of data transferred to UNHCR under Section 10.1. Deletion will be done in compliance with UNHCR data protection framework or national or international law (as per last paragraph in this section), whichever time period is longest. Deletion of existing copies includes, but is not limited to, the destruction of the personal data in the Partner’s possession or under its control, and in all forms, including but not limited to electronic, digital, physical form available online, offline or on backup, disaster recovery or archival systems.

10.3 Notwithstanding the above, the Partner intends to retain SPECIFY DATA TO BE RETAINED based on explicit consent provided by each individual data subject and/or on their best interests for the following reason(s): SPECIFY REASONS. The Partner agrees to retain copies up to six years in after the closure of a project for audit purposes, as per UNHCR’s requirement.

10.4 If the Partner continues to perform the same services with other (non-UNHCR) funding, the Partner may retain necessary data for the purpose of ensuring continuity of humanitarian services to PoC’s. The Partners need to notify UNHCR about the retention.

10.5 In compliance with SPECIFY NATIONAL OR INTERNATIONAL LAW, the Partner is obliged to retain personal data collected and processed for the performance of the PPA for SPECIFY RETENTION PERIOD following the implementation of the project. The Partner shall no longer actively process the data for any other purpose and shall destroy the data immediately after this time period has expired.

1. Consent forms are a recommended good practice and are required by many partners. Where a consent form is not used, verbal consent/assent should still be sought and documented. Sample Consent Forms can be found at <insert hyperlink>. [↑](#footnote-ref-2)
2. See UNHCR’s Best Interests Procedures Guidelines. Note that specific elements on BIA status, summary of BIA, BID referral, and reason for BID referral are applicable where UNHCR has corresponding accountabilities under the Best Interests Procedure – see UNHCR’s Best Interests Procedure Guidelines for additional guidance. [↑](#footnote-ref-3)
3. See UNHCR’s Best Interests Procedures Guidelines. Note that specific elements on BIA status, summary of BIA, BID referral, and reason for BID referral are applicable where UNHCR has corresponding accountabilities under the Best Interests Procedure – see UNHCR’s Best Interests Procedure Guidelines for additional guidance. [↑](#footnote-ref-4)
4. Any concerns that a Partner may have concerning such a request that cannot be resolved by discussion with the requestor may be referred to the Division of Strategic Planning and Results, Implementation Management and Assurance Service at epartner@unhcr.org [↑](#footnote-ref-5)
5. Title dependent upon the organization-specific structure. [↑](#footnote-ref-6)