

Memorandum of Understanding

on

**Data Sharing
Of the Poor and the Vulnerable
Households (PVHH)**

Between

**National Social Safety-Nets
Coordinating Office (NASSCO)**

And



Preamble

The Government of Nigeria has partnered with the World Bank under a National Social Safety Nets Project (NASSP) to support the development of safety nets in Nigeria. The Government has prioritized social protection interventions as a key strategy towards reducing poverty and socio-economic vulnerabilities in the population. To implement NASSP, the Government has established a National Social Safety Net Coordinating Office (NASSCO) to consolidate existing social safety net programs at the Federal level by building the National Social Registry of the poor and the vulnerable households in Nigeria.

While NASSCO coordinates the building of the Social Register (SR), various programmes mine from it for interventions. The need to ensure guidelines for sharing data of the poor and the vulnerable households has formed the basis for this Agreement.

The National Social Safety-Nets Coordinating Office and the agree as follows:

Article 1

Definitions

For the purpose of this Agreement the following definitions shall apply:

- (a) "Government" means the Government of Nigeria;
- (b) "NASSCO" means the National Social Safety Net Coordinating Office;
- (c) "Parties" means NASSCO and the
- (d) "Country" means Nigeria;
- (e) "PVHH data" means any information relating to an identified or identifiable household;
- (f) "National Social Registry" means the database of the poor and vulnerable households collected and aggregated from all states in Nigeria.
- (g) "State Social Registry" means the database of the poor and vulnerable households collected in the state.
- (h) "Data Access Request Form" means the form issued by NASSCO to the PVHH data requesting party where criteria for data sharing is specified.

Article 2

Responsibilities of NASSCO

1. NASSCO assumes the responsibility of collecting and aggregating the data of the poor and vulnerable households in accordance with established procedures to build a National Social Registry.
2. In line with its Mandate, NASSCO will maintain the database of the poor and the vulnerable households across the country and ensure its security.
3. Household information maintained in the database by NASSCO shall be shared with requesting party whose aim is to use the data for possible intervention with the purpose of alleviating poverty in Nigeria.
4. NASSCO shall receive regular update of shared PVHH data for possible matching with the NSR and sometimes for necessary corrections/update.

Article 3

Requests for sharing of PVHH data

1. Requests for PVHH data shall be made by the requesting party to the National Coordinator of NASSCO through the use of Data Access Request Form (DARF) which will be made available by NASSCO.
2. The requesting party must provide assurance of good information governance practices before data could be given access.
3. The request must be made in writing and must clearly state the reasons and the purpose for which the data is requested.

Article 4

Sharing of PVHH data

1. NASSCO shall share the PVHH data of each household or individual member requested through the Data Access Request Form (DARF). The following basic fields in the database shall however always accompany the shared data:
 - (a) Household Reference Number;
 - (b) Household Member Number;
 - (c) Zone;
 - (d) State
 - (e) Local Government Area;
 - (f) Ward;

(g) Community;

(h) Surname;

(i) First Name;

2. In addition to the biodata mentioned in paragraph 1 of this Article, NASSCO may also share with the requesting party the geographic location of each household/individual member.

3. NASSCO reserves the right to grant PVHH data request or reject it or share part thereof.

Article 5

Means by which PVHH data are shared

1. The Parties shall agree by exchange of letters the standard means to be used for the sharing of PVHH data under Article 4 of this Agreement. The PVHH data may be shared in electronic format. The electronic format may be a database application, Extensible Markup Language (XML), Portable Document Format (PDF), a spreadsheet, a word-processing document, or any other mutually convenient format agreed by the Parties.

2. The means of sharing PVHH data under Article 4 of this Agreement shall be determined by the party from whom the data is requested.

Article 6

Use of PVHH data

1. The requesting party may use the PVHH data shared in accordance with Article 4 of this Agreement only in so far as is necessary to achieve the following purposes:

- (a) Identifying households/individual members who are in need of social protection intervention, as well as those who are in need of certain basic amenities of life;
- (b) Carrying out national or state-wide social intervention;
- (c) Issuing personal documents, such as documents necessary to prove identity and status, to obtain access to assistance and services, and/or to exercise basic rights;
- (d) Implementing appropriate interventions;
- (e) Carrying out research and learning;
- (f) Compiling statistical data.

2. NASSCO shall take all measures to ensure that the data is only used by authorized personnel and institutions, whose use and access is warranted by the pursuance of above-mentioned purposes.

3. Any PVHH data shared in accordance with Article 4 of this Agreement may only be used for the purpose specified at the time of the request or for any of the purposes specified in paragraph 1 of this Article.

4. PVHH data shared under this Agreement may not be used by the requesting party for any purpose other than that specified in paragraphs 1 to 3 of this Article except with the prior written authorization of the party that shared it.

Article 7

Sharing data with third parties

Under no circumstances shall PVHH data shared under this Agreement be disclosed to the third party.

Article 8

Security of PVHH data

The Parties shall take appropriate measures to protect the PVHH data shared under this Agreement against accidental or unauthorized destruction, accidental loss, unauthorized access, use, alteration or dissemination, and against all other unauthorized forms of processing.

Article 9

Settlement of disputes

Any dispute between the parties arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement.

Article 10

General provisions

1. This Agreement shall enter into force on the date of its signature by both parties and shall continue in force until terminated under paragraph 3 of this Article.

2. This Agreement may be modified at any time by mutual written consent.

3. This Agreement shall cease to be in force thirty days after either of the parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of the

requesting party in Nigeria. The obligations under Articles 6, 7, and 8 of this Agreement shall not cease with the termination of this Agreement.

4. Nothing in or relating to this Agreement is to be deemed a waiver, express or implied, of any privileges or immunities of Nigeria.

IN WITNESS WHEREOF the undersigned, being duly appointed representatives of NASSCO and the, respectively, have on behalf of the parties signed this Agreement.

Done in Abuja, Nigeria this **3rd day of April 2019**

For: NASSCO

Name: _____

Designation: _____

Address: _____

Signature and Date: _____

Witness: NASSCO

Name: _____

Designation: _____

Address: _____

Signature and Date: _____

For:

Name: _____

Designation: _____

Address: _____

Signature and Date: _____

Witness:

Name: _____

Designation: _____

Address: _____

Signature and Date: _____