

COLLABORATION AGREEMENT

between

University of Southampton

and

University of York

and

Federal University of Maranhao

and

University of the Andes

and

Oswaldo Cruz Foundation

and

National Autonomous University of Honduras

and

Brazilian Association of Public Health



COLLABORATION AGREEMENT

between

University of Southampton, a charitable body registered in England and Wales under registration number RC000668 and having its main administrative offices at University Road, Highfield, Southampton, SO17 1BJ, UK (the "Lead")

and

University of York, a charitable body registered in England and Wales under registration number RC000679 incorporated under Royal Charter and having its main administrative offices at Heslington, York, YO10 5DD ("York")

and

Federal University of Maranhao, a charitable body registered in Brazil under registration number 06.273.109/0001-19 incorporated under Act 5.152 and having its main administrative offices at Av. dos Portugueses # 1966, Bacanga – São Luís, MA, Brazil ("Maranhao").

and

Brazilian Association of Public Health, a charitable body registered in Brazil under registration number 00.665.448/0001-24 and having its main administrative offices at Av. Brasil # 4365, Building of CEPI – DSS, Campus of Fiocruz, Manguinhos - Rio de Janeiro, RJ, Brazil ("ABRASCO")

and

National Autonomous University of Honduras having its main administrative offices in the Universidad José Trinidad Reyes, Boulevard Suyapa, ciudad Tegucigalpa, M.D.C. Francisco Morazán Honduras. Vice Rectoría de Asuntos Internacionales (VRI), Edif. Alma Mater, 11avo nivel. Código postal: 11101-UNAH ("UNAH"); that the Superior Council of FLACSO, at the request of the Government of Honduras as a signatory member of FLACSO, agreed in its resolution CS XXXVII / 04.2014, to initiate the process of creation and development of the FLACSO Honduras Program, attached to the National Autonomous University of Honduras (CD 2014.02 / 16), hereinafter "UNAH/FLACSO".

and

University of the Andes in Colombia, a University of the Andes in Colombia, a charitable body registered in Bogota, Colombia under registration number 860.007.386-1 and having its main administrative offices at Cra. 1 #18a 12, Bogotá, Colombia ("Andes")

and

Oswaldo Cruz Foundation, a charitable body registered in Brazil under registration number 33.781.055/0001-35 incorporated under Decree-Law 66.624 and having its main administrative offices at Av. Brasil # 4365, Manguinhos - Rio de Janeiro, RJ, Brazil ("Fiocruz").

hereinafter referred to as the "Parties" and each of them being a "Party"

In this Agreement York, Maranhao, UNAH/FLACSO, Andes, and Fiocruz shall together be referred to as the "Collaborator(s)". The Collaborators and the Lead shall be referred to as the "Academic Parties" and each of the being a "Academic Party". ABRASCO and UNAH/FLACSO shall together be referred to as the "Administrators".

BACKGROUND

With reference to the award to support the project entitled "Redressing Gendered Health Inequalities of Displaced Women and Girls in contexts of Protracted Crisis in Central and South America (ReGHID)", (the "Project"), awarded by Economic and Social Research Council (ESRC) (the "Funder") to the Lead on 19 February 2020 ("the Award"), the Parties hereby confirm their intention to regulate their rights and obligations in accordance with the terms and conditions contained in this agreement (the "Agreement").

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The Award

The Funder has undertaken to provide funding for the Project and the Lead shall act as recipient of the funding for the Parties. The total sum of the Award amounts to £1,942,128 payable to the Lead in accordance with the terms of the Award referenced ES/T00441X/1 and dated 19 February 2020 (the "Head Terms") and which are attached hereto as Schedule 2. The sole financial obligation of the Lead under this Agreement shall be to forward the payments allocated to the other Parties.

2. Breakdown of Award by Party

The Lead shall receive the following allocated amount from the Award: £769,140.83

York shall receive the following allocated amount from the Award: £351,429.18

Maranhão shall receive via the Administrator ABRASCO (Brazilian Association of Public Health) the following allocated amount from the Award: £75,898.41 of that 8% (£6,071.87) will be used for the payment of the Administrator ABRASCO services fees.

UNAH/FLACSO shall receive the following allocated amount from the Award: £358,499.38.

Andes shall receive the following allocated amount from the Award: 57,440.59.

Fiocruz shall receive via the Administrator ABRASCO (the following allocated amount from the Award: £329,719.61 of that 8% (£26,377.57) will be used for the payment of the Administrator ABRASCO services fees.

Amounts payable to the Collaborators by the Lead are made in accordance with the Head Terms and are subject to receipt of such sums from the Funder. The breakdown of each of the Parties' allocated amounts by budget category is attached hereto as Schedule 4. Virements between budget category shall be as permitted by and in accordance with the Head Terms.

The sole contribution of the Administrators under this Agreement is to administer the allocated funding to the relevant Collaborators as per Schedule 4 of this Agreement. For the avoidance of doubt, the Administrators have no rights to the Results or the Publications.

3. Payment Arrangements

The Funder has undertaken to provide funding for the Project and the Lead shall act as recipient of the funding for the Parties. The sole financial obligation of the Lead under this Agreement shall be to forward the payments allocated to the other Parties, in accordance with Schedule 4 of this Agreement.

Each Party shall use all funds received under this Agreement in such a manner as to best carry out the Project and for the avoidance of doubt shall use the funds only as explicitly outlined in the proposal to the Funder, incorporated into this Agreement at Schedule 1. Claims for actual expenditure should be with either a progress report or identification of the milestone(s) achieved in the last quarter to:

Ardel Richardson
Deputy Head of Faculty Finance
Faculty of Social Sciences
Bldg 58, Room 2089
University of Southampton
Southampton, SO17 1BJ

for authorisation, quoting reference 520110. A final statement of expenditure will be required within one month of the Award end date showing all details required by the Head Terms. Payments shall be made to the Collaborators within thirty days of receipt of a valid invoice.

The Parties acknowledge that each is responsible for the conduct and administration of each of their funding allocations, is accountable for the use of public funds and that each must ensure that all expenditure is subject to robust controls. The Collaborators must therefore provide full evidence of expenditure and any information requested by the Lead to enable it to comply with this Clause 3 and any obligations in the Head Terms, including evidence that funds have been spent on the costs identified in Schedule 1. For the avoidance of doubt, each Party shall maintain full and accurate records of all expenditure in connection with the Project.

York shall complete quarterly financial statements of expenditure and send to the Lead.

Maranhao, Andes, Fiocruz and UNAH/FLACSO shall together be referred to as the "Overseas Collaborator(s)" in this Agreement. The Overseas Collaborators, via the Administrators where applicable, shall invoice the Lead quarterly in advance to be paid in pounds sterling, to enable the research to take place.

However, payment is subject to regular checks with regards to expenditure, to be evidenced by appropriate evidence. Evidence to be provided shall include the relevant receipts and timesheets and shall be provided within a month of the end of the quarter in which the expenses were incurred.

The Collaborators agree to co-operate with the Lead or the Funder in any exercise by or on behalf of the Funder of any rights of inspection of records and financial procedures to enable it to comply with any obligations in the Award, including evidence that funds have been spent on the costs identified in the final proposal at within Schedule 1. For the avoidance of doubt, each Party shall maintain full and accurate records (such as receipts) of all expenditure incurred in connection with the Project.

Each Collaborator acknowledges and agrees that the Lead shall have the right (but not the obligation) to require each Collaborator to take steps regarding reporting of the Collaborator's expenditure on the Project.

4. Administration of Funds

Each Collaborator (a) is responsible for ensuring that all expenditure it incurs on the Project is incurred validly and in accordance with the Head Terms and (b) will disclose the information necessary to enable the Lead to fulfil the associated requirements under the Head Terms. Any expenditure of a Collaborator in excess of the amount awarded to it as set out in Schedule 4 shall be the responsibility of that Collaborator. The Lead shall have no obligation to reimburse the Collaborator in respect of such expenditure. In the event that expenditure by a Collaborator

is expected to exceed the amount awarded, such Collaborator shall advise the Project Leader (as defined in clause 6.3) in advance of said expenditure being incurred to review the cause and the possibility of negotiating an increased allocation of the Award.

5. Repayment of the Award

If the Funder requires the reimbursement by the Lead of any of the Award, then to the extent that such requirement arises from the acts or omissions of a Collaborator and/or Administrator, such Collaborator and/or Administrator agrees to reimburse the Lead together with any interest charged thereon by the Funder.

6. The Project

6.1. The Academic Parties will each use their reasonable endeavours to collaborate on the Project as described in the final submitted proposal to the Funder in respect of the Award as set out in Schedule 1.

6.2. The Project shall commence on 1 February 2020 and shall continue for 36 months, unless extended with the approval of the Funder.

6.3 Professor Pia Riggiozzi of the Lead is designated the Project Leader and shall have overall responsibility for management of the Award.

6.4 The Project Leader shall lead the Project board (the "Board") and shall be the chair of all Project meetings. Each Academic Party shall appoint one additional member to the Board. The Board shall be responsible for project management and delivery. Decisions shall be taken by a simple majority. Each member shall have a vote and in the event of a tie, the Project Leader shall have a casting vote.

7. Conditions of Award

Each Party hereby agrees to comply with the Head Terms in so far as they relate and apply to that Party's involvement in the Project. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the Head Terms, the Head Terms shall take precedence. Any variation to this Agreement shall be in writing and signed by authorised signatories for each Party.

8. Intellectual Property


8.1. In this Agreement, "Intellectual Property" shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, and applications for any of the above.

8.2. All Intellectual Property used in connection with the Project which has been generated prior to or outside the scope of the Project ("Background IP") shall remain the property of the Academic Party contributing the same. The Academic Parties agree that any improvements or modifications to an Academic Party's Background IP arising from the Project which are not severable from that Background IP will be deemed to form part of that Academic Party's Background IP and be owned by that Academic Party. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background IP of the other Parties save as granted by this Agreement.



8.3 "Results" shall mean all information, know-how, results, inventions, software and other Intellectual Property arising in the course of the Project. Subject to clause 8.4, each Academic Party shall own the Results generated by its employees, students and/or agents arising from work on the Project.

8.4. Any Results which are generated by two or more Academic Parties jointly and for which it is impossible to segregate each Academic Party's intellectual contribution to the creation of such Results shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by those Academic Parties who have generated such Joint Results (the "Joint Owners") in proportion to the respective contribution of each Academic Party. The Joint Owners shall all participate in the preparation, filing, prosecution and maintenance of the Joint Results using patent counsel reasonably acceptable to all Joint Owners. Any Joint Owner of any of the Joint Results may commercially exploit the Joint Results upon consultation and agreement with the other Joint Owners. In such circumstances, the Academic Party which is commercially exploiting the Joint Results will pay the other Joint Owners a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited by it which incorporate any Joint Results taking into consideration the respective financial and technical contributions of the Joint Owners to the development of the Joint Results, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation and the proportionate value of the Results in any such product or process.

 8.5. Each Academic Party grants the other Academic Parties, subject to the restrictions in Clause 10, (i) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence for the duration of the Project to use its Background IP (provided it is free to license the Background IP in question) solely to enable the other Academic Parties to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use its Results for academic and non-commercial research purposes, including research projects funded by third parties (including commercial entities) provided that those parties gain or claim no rights to such Results.

8.6. If any Academic Party (the "Exercising Party") requires the use of Background IP of any other (the "Other Party") in order to exercise its rights in the Results (whether solely or jointly owned) then, provided the Other Party is free to license the Background IP in question, the Other Party will not unreasonably refuse to grant or delay granting a licence to the Exercising Party so that the Exercising Party may use such Background IP for the purpose of exercising its rights in the Results.

9. Confidentiality

9.1 Subject to the remainder of this clause 9 and clause 10 below, the Parties each agree to use reasonable endeavours to keep confidential and not to publish or disclose in any way other than to those of its employees, students, directors, officers, advisors or representatives who have a need to know such information for the purposes of the Project:

- (i) any Background IP of another Party identified as confidential at the time of disclosure; or
- (ii) any Results of another Party; or
- (iii) Joint Results

(together the "**Confidential Information**")

without the consent of the Party owning or controlling such Confidential Information for a period of three (3) years from the conclusion of the Project.

9.2 The undertaking in clause 9.1 above shall not apply to information:

- 9.2.1 which, at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Agreement;
- 9.2.2 which, after disclosure to a Party, is subsequently published or comes into the public domain by means other than an action or omission on the part of any Party;
- 9.2.3 which a Party can demonstrate was known to it or subsequently independently developed by it and not acquired as a result of participation in the Project;
- 9.2.4 lawfully acquired from a third party who did not obtain it from any Party hereto;
- 9.2.5 is required to be disclosed to any regulatory authority or court of competent jurisdiction, or which is required to be disclosed pursuant to a request under the Freedom of information Act 2000, the Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004 or Environmental Information (Scotland) Regulations 2004.

10. Publications

- 10.1 This Agreement shall not prevent or hinder registered students of any Academic Party from submitting for degrees of that Academic Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Academic Party's procedures for examinations and for admission to postgraduate degree status.
- 10.2 In accordance with normal academic practice, all employees, students, agents or appointees of the Academic Parties (including those who work on the Project) shall be permitted in pursuance of the Academic Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.
- 10.3 Any publication or other dissemination of the Results (or any part of them) by any of the Academic Parties shall not occur until the Lead has published the Results of the Project in the primary publication (the "Primary Publication"). Authorship of the Primary Publication shall be in accordance with normal academic practice. Notwithstanding clause 9 above, each Academic Party shall be entitled to publish articles directly arising from its solely owned Results. Prior to the publication of articles directly arising from the work of more than one Academic Party on the Project, each Academic Party shall endeavour to circulate proposed publications at least thirty (30) days in advance of submission for publication. All publications shall acknowledge the funding made available for the Project by the Funder. Each Academic Party retains the right to request (such request not to be unreasonably refused) the delay of a publication in order to seek Intellectual Property protection for Results generated in the course of the Project if publication would reasonably prejudice such protection. Such delay shall not exceed three (3) months, unless mutually agreed between the relevant Academic Parties. Notification of the requirement for delay in submission for publication must be received by the publishing Academic Party within thirty (30) days after the receipt of the material by the other Academic Party/Parties, failing which the publishing Academic Party shall be free to assume that the other Party/Parties has no objection to the proposed publication. The provisions of this sub-clause 10.3 shall survive termination or expiry of this Agreement for the period of one (1) year.
- 10.4 No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party(s).

11 Termination

11.1 The Lead may terminate a Party's participation in the Project upon written notice on the occurrence of any of the following events:

11.1.1 the Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or

11.1.2 the Party is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or

11.1.3 the Party is in material breach of any of its obligations hereunder and such breach is capable of remedy but the Party remains in breach on the expiry of twenty eight (28) calendar days after receipt by the Party from the Lead of written notice specifying the breach and the action reasonably required to remedy the same.

11.2 An Academic Party may terminate its participation in the Project by giving ninety (90) days prior written notice to the Lead of its intention to terminate on the occurrence of any of the following events:

11.2.1 another Party enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or

11.2.2 another Party is in material breach of any of its obligations hereunder and such breach is not capable of remedy; or

11.2.3 another Party is in material breach of any of its obligations hereunder and such breach is capable of remedy but the Party remains in breach on the expiry of the ninety (90) day notice period (unless the Party involved begins to remedy the breach within that period, and then continues diligently to remedy the breach until it is remedied fully, in which case the termination shall not be effective).

11.3 In the event that the duration of the Project is extended in accordance with Clause 6.2 and an Academic Party no longer wishes to participate in the Project for the period of the extension, the Academic Party may terminate its participation in the Project upon written notice to take effect on the original end date of the Project.

11.4 For the purposes of this Agreement, an Academic Party which terminates its participation in the Project or which has its participation terminated in the Project is defined as the "Leaving Party".

11.5 In the event of an Academic Party terminating its participation in the Project, subject to the Head Terms, the Lead in collaboration with the other Academic Parties will make reasonable attempts to reallocate the obligations of the Leaving Party under this Agreement to another existing Academic Party or a new Party acceptable to the remaining Academic Parties to this Agreement and the Funder provided that such Party agrees to be bound by the terms of this Agreement.

11.6 The Leaving Party shall not be entitled to recover any of its costs incurred in connection with the Project on or after the date of termination of its participation in the Project as set out in the notice of termination.

11.7 Rights granted to the other Academic Parties in respect of the Leaving Party's Background IP shall continue for the duration of the Project solely for the purposes of carrying out the Project, subject to the restrictions contained in this Agreement;

11.8 To the extent that exploitation of any other Academic Party's/Parties' Results is dependent upon the Leaving Party's Background IP, then the Leaving Party shall, to the extent that it is free to do so, grant to the other Academic Party/Parties a non-exclusive licence to such Background IP on fair and reasonable terms to be agreed;

11.9 The Leaving Party shall grant to the other Academic Parties a non-exclusive, royalty-free licence to use its Results for the purposes of carrying out the Project.

11.10 All rights acquired by the Leaving Party to the Background IP and Results of the other Academic Parties shall cease immediately other than in respect of the Leaving Party's interest in any Joint Results.

11.11 The Lead may terminate this Agreement upon written notice in the event that the Head Terms are terminated.

11.12 Clauses 5 (Repayment of the Award), 8 (Intellectual Property), 11 (Termination), 12 (Liability), 13 (Transfer of Materials), 14 (Applicable Law), 15 (Anti-bribery), 16 (Impact), 17 (Research Misconduct), 21 (Third Party Rights), 25 (Dispute Resolution), 26 (Law), shall survive the expiration or termination (if earlier) of this Agreement indefinitely. Clause 9 (Confidentiality) shall survive expiration or termination (if earlier) of this Agreement for a period of 3 years. Clause 10.3 (Publications) shall survive expiration or termination (if earlier) of this Agreement for a period of one year.

12 Liability

12.1 No Party makes any representation or warranty in relation to the Results. No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to this Agreement, or of the Results, nor for any reliance which may be placed on such work or Results, nor for advice or information given in connection with them.

12.2 No Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third-party rights.

12.3 The maximum liability of a Party under this Agreement shall not exceed the value of the Award allocated to that Party under this Agreement.

12.4 The liability of a Party shall not extend to loss of profit, revenue, business opportunity or any other indirect or consequential loss or damage.

12.5 Nothing in this Agreement limits or excludes any Party's liability for:

12.5.1 death or personal injury resulting from negligence; or

12.5.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

13 Transfer of Materials

13.1 In the event that any information or materials being shared by a transferring Party ("Transferor") to a receiving Party ("Transferee") under this Agreement is subject to any additional regulations due to its level of sensitivity including, without limitation, data protection, human tissue or export control legislation, the Parties agree to handle such information or materials in an appropriate and legally compliant manner.

13.2 The Transferor shall notify the receiving Transferee of any such sensitivity prior to transfer.

13.3 The Transferee shall procure that it obtains and shall comply with and maintain any necessary consent, approvals or licences in advance of taking receipt of such information or materials.

13.4 For the avoidance of doubt, nothing in this Agreement purports to permit any Party to reverse engineer or otherwise analyse any of the materials provided to it under this Agreement

except in accordance with the provisions of this Agreement and to the extent applicable by law.

14 Applicable Laws

14.1 The Parties shall procure that in carrying out the Project, they will comply with all applicable laws, regulations and statutes, including those relating to modern slavery and anti-bribery. Non-compliance with this clause by one Party shall not be sufficient justification for non-compliance with the rest of the Agreement by the other Party(s).

14.2 Each Party must ensure that the Projects is:

14.2.1. primarily relevant to near-term or long-term benefits to the health or prosperity of low or middle income countries as defined by the OECD (Organisation for Economic Co-operation and Development) from time to time;

14.2.2. performed in accordance with the Funder's policy on the provision of ODA (Official Development Assistance, including ODA administrative costs) as published and updated from time to time; and

14.2.3. performed and administered in particular (but without limitation) in accordance with the conditions applicable to ODA funding as set out by OECD guidance as published and updated from time-to-time (ODA guidelines which can be available upon request and referred to in Schedule 2-Head Terms).

15 Anti-Bribery

15.1 Each Party shall:

15.1.1 comply with all applicable laws relating to anti-bribery and anti-corruption (the "Relevant Requirements"), including the Bribery Act 2010, in connection with its conduct under this Agreement;

15.1.2 have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including Adequate Procedures (as defined in section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) under the Relevant Requirements, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

15.1.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with this Agreement.

15.2 Each Party shall ensure that any Associated Person (as defined in section 8 of the Bribery Act 2010) who it involves in the performance of any obligations under this Agreement and/or the provision of support services does so only on the basis of a written agreement which imposes on and secures from such Associated Person terms equivalent to those imposed on the Parties under this Clause 15. The Parties shall be responsible for the observance and performance by such Associated Persons of such terms, and shall be liable to the other Parties for any breach by such Associated Persons of any such terms.

15.3 The Parties acknowledge and agree that any breach of this Clause 15 (however trivial) shall be deemed to be an irremediable material breach of this Agreement for the purposes of Clause 11.1.2 and 11.2.2.

16 Impact

The Parties acknowledge that each Academic Party to this Agreement is required by its funders to demonstrate its impact and all Parties agree to comply with all reasonable requests made

by the other Academic Parties to provide such information (not including Confidential Information) as the Academic Parties may reasonably require to address requirements placed on them. Such information may include (in relation to the Project), but shall not be limited to, effects, changes or benefits to the economy, society, public policy or services, health and the environment.

17 Research Misconduct

Each Party shall ensure that it has well defined arrangements for investigating and resolving allegations of research misconduct. Where an allegation of research misconduct arises in respect of an individual Party's participation in the Project and leads to a subsequent formal investigation, the relevant Party shall inform the Lead and the Funder of the investigation and its outcome. Where an allegation of research misconduct arises in respect of several Parties' participation in the Project, the relevant Parties will work together to determine how the allegation will be investigated and reported.

18 Force Majeure

18.1A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damages, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).

18.2 If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall, in consultation with the Funder, discuss whether continuation of the Project is viable, or whether the Project and this Agreement should be terminated.

19 ODA Compliance

19.1 Each Collaborator and/or Administrator acknowledges that it is the Funder's intention that all monies paid to each Collaborator and/or Administrator will be properly categorised as ODA (Official Development Assistance, including ODA administrative costs) by the OECD (Organisation for Economic Co-operation and Development).

19.2. Each Collaborator and/or Administrator shall undertake reasonable endeavours to ensure that all monies paid to it can properly be categorised as ODA by the OECD.

19.3. Each Collaborator and/or Administrator shall notify the Lead of any concern it has that monies paid to such Collaborator and/or Administrator cannot or may not be properly categorised as ODA by the OECD as soon as reasonably practicable.

19.4. If, as a consequence of a Collaborator's and/or Administrator's breach or negligent performance or non-performance of this Agreement, monies provided to the breaching Collaborator and/or Administrator are not classified as ODA by the OECD, that Collaborator and/or Administrator shall repay to the Funder (via the Lead) a sum equal to the amount which the OECD determines is not ODA. The exercise of the right under this clause 19.4 shall not affect the availability of any other remedy (contractual or otherwise) to the Funder.

20 Data Protection

20.1 Each Party shall comply with applicable Data Protection Legislation and shall ensure that all personal data collected by during funding of this Programme, if any, will be handled in accordance with applicable Data Protection Legislation including the GDPR principles.

20.2 Each Party shall comply with the obligations set out in the Data Protection Schedule 5 of this Agreement as appropriate.

20.3 Each of the Parties acknowledges and agrees that Schedule 5 to this Agreement is an accurate description of the Data Processing Particulars (as defined in Schedule 5) in relation to the performance of the Project.

21 No assignment

No Party will assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.

22 No Partnership

Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.

23 Third Party Rights

Except as otherwise expressly provided for herein, the Parties confirm that nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

24 Waiver

24.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

24.2 No single or partial waiver of any right or remedy provided under this Agreement shall preclude or restrict the further exercise of that or any other right or remedy.

25 Severability

If any one or more clauses or sub-clauses of this Agreement would result in this Agreement being prohibited pursuant to any applicable law then it or they shall be deemed to be omitted. The Parties shall uphold the remainder of this Agreement, and shall negotiate an amendment which, as far as legally feasible, maintains the economic balance between the Parties.

26 Notices

The Lead's representative for the purpose of receiving notices shall until further notice be:

Ardel Richardson
Deputy Head of Faculty Finance
Faculty of Social Sciences
Bldg 58, Room 2089
University of Southampton
Southampton, SO17 1BJ

with a copy to:

Professor Pia Riggirozzi
Head of Politics and International Relations
Faculty of Social Sciences
Bldg 58, Room 3060
University of Southampton
Southampton, SO17 1BJ

York's representative for the purpose of receiving notices shall until further notice be:

Emma Montgomery, Operations Manager
Research Grants and Contracts
University of York
Heslington
York
YO10 5DD

with a copy to:

Michael Barber, Contracts and Sponsorship Manager
University of York
Heslington
York
YO10 5DD

Maranhao's representative for the purpose of receiving notices shall until further notice be:

Professor Zeni Carvalho Lamy
Department of Public Health
Federal University of Maranhão
Rua Barão de Itapary, 155
Centro. CEP 65020-070. Sao Luis, MA - Brazil

ABRASCO's representative for the purpose of receiving notices shall until further notice be:

Thiago Barreto
Executive Secretary of ABRASCO
Av. Brasil # 4.365
Building of CEPI - DSS
Campus of Fiocruz
Manguinhos. CEP 21040-900. Rio de Janeiro, RJ - Brazil

UNAH/FLACSO's representative for the purpose of receiving notices shall until further notice be:

Rolando Sierra Fonseca
Director of FLACSO Honduras
rolando.sierra@unah.edu.hn
University City José Trinidad Reyes
1847 Building, Boulevard Suyapa,
Tegucigalpa, M. D.C., Francisco Morazán,
Honduras, C.P. 11101-UNAH

Andes's representative for the purpose of receiving notices shall until further notice be:

Alejandro Gaviria Uribe
President
agaviria@uniandes.edu.co
Cra 1 N° 18A - 12
Bogotá – Colombia

with a copy to:

Jovana Alexandra Ocampo Cañas
Principal investigator
ja.ocampo@uniandes.edu.co
Cra 1 N° 18A - 12

Bogotá - Colombia

Fiocruz's representative for the purpose of receiving notices shall until further notice be:

Thiago Barreto
Executive Secretary of ABRASCO
Av. Brasil # 4.365
Building of CEPI - DSS
Campus of Fiocruz
Manguinhos. CEP 21040-900. Rio de Janeiro, RJ – Brasil

with a copy to:

Professor Maria do Carmo Leal
National School of Public Health
Oswaldo Cruz Foundation
Rua Leopoldo Bulhões #1480.
Building of ENSP, Room 951
Campus of Fiocruz
Manguinhos. CEP 21041-210. Rio de Janeiro, RJ - Brasil

27 Dispute Resolution

If any dispute arises out of this Agreement the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

28 Law

This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.

29 Entire Agreement

This Agreement and its Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement.

30 Counterparts

This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of University of
Southampton

Signed: _____

Name: _____

Title: _____

Dated: _____

for and on behalf of University of York

Signed: Emma Montgomery

88F0203A49FD4EB...

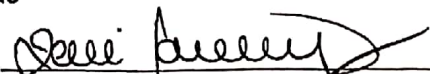
Name: Emma Montgomery

Title: RGC Operations Manager

Dated: 17.06.2020

for and on behalf of Federal University of Maranhao

Signed:



Name:

ZENI CARVALHO LAMY

Title:

Doutora em Saúde da Criança e da Mulher

Dated:

29/06/20

for and on behalf of the National Autonomous University of Honduras

Signed: _____


Name: Dr. FRANCISCO JOSÉ HERRERA ALVARADO
UNAH Director

Title: _____

Dated: 27-1-21



for and on behalf of University of the Andes

Signed: 

Alejandro Gaviria

Name: _____

President

Title: _____

Dated: june 23, 2020

for and on behalf of Oswaldo Cruz Foundation

Signed:



Name: Maria do Carmo Leal

Title: Senior Researcher – Oswaldo Cruz Foundstion

Dated: 30/06/2010

for and on behalf of **Brazilian Association of
Public Health**

Signed:

Thiago B.B.P.

Name:

THIAGO BARRETO BACELLAR PEREIRA

Title:

EXECUTIVE SECRETARY

Dated:

24/JUN/2020

Schedule 1

Final Proposal as submitted to Funder



REGHID submission
jes-2193454 FULL.pd

Schedule 2

Head Terms



Offer Letter -
ES-T00441X-1.pdf

Schedule 3

Project Board

1. Membership:

Each Academic Party shall appoint one individual to the Board. Each nominated individual (and any changes thereto) shall be notified in writing to the other Academic Parties. In addition, each Academic Party shall be entitled, but not bound, to appoint an additional individual to the Board to act as an observer. An observer appointed in such a manner shall be entitled to attend, but not vote, at meetings of the Board.

Professor Pia Riggiozzi will be appointed as the Chair or such other individual as the Academic Parties may agree.

2. Role

All significant operational matters relating to the Project will be decided upon by the Board which shall also put in place any structure to manage the Project that it agrees.

3. Quorum

The quorum for a meeting of the Board shall be not less than 50% of the Academic Parties to this Agreement (or their proxies).

4. Meeting Frequency

The Board will meet every 6 months at venues to be agreed or at any time when reasonably considered necessary at the request of any of the Academic Parties. Meetings shall be convened with at least twenty-one (21) days' prior written notice, which notice shall include an agenda. Minutes of the meetings of the Board shall be drafted by the Chair and transmitted to the Academic Parties without delay and in any event within 15 days of the meeting. The minutes shall be considered as accepted by the Academic Parties if, within thirty (30) days from receipt, no Academic Party has objected in writing to the Project Leader. The Project Leader will prepare progress reports as required by the Board and the Funder and a draft of each report will be circulated to each member of the Board along with the written notice for the relevant meeting.

Each Academic Party shall, through its representative, have one vote in the Board. Decisions will be taken by a majority vote of a meeting of the Board except for those decisions specified elsewhere in this Agreement. In the event of a tied vote under this Clause, the Chair shall have the casting vote.

The Board has the right to replace the Project Leader.

Meetings may also occur by telephone conference or virtually by e-mail correspondence.

5. Role of Project Leader with relation to the Board

attend Board meetings at the request of the Chair;

be the primary contact for and with the Funder;

be accountable to the Advisory Committee for the day-to-day management of the Project;

be responsible for implementing decisions taken by the Board; and

monitor the progress of the Project with respect to milestones and deliverables.

Schedule 4

Budget Details

Funder Name	Economic & Social Research Council (ESRC)
Funder Reference	ES/T00441X/1
Project	Redressing Gendered Health Inequalities of Displaced Women and Girls in contexts of Protracted Crisis in Central and South America (ReGHID)
Reference	
Principal Investigator	Professor Pia Riggirozzi
Co-Investigator(s)	Dr Andrew Channon, Dr Sarah Neal and Professor David Owen

Budget details for York

The Lead shall pay to York, the funded amount detailed in the table below, subject to receipt from the Funder. All sums are inclusive of VAT, if applicable.

	FEC Budget	Funded Amount
DIRECTLY INCURRED COSTS		
Staff	£139,518.46	£111,614.77
Consumables	£0.00	£0.00
Travel & Subsistence	£46,855.74	£37,484.59
Other DI	£0.00	£0.00
DIRECTLY ALLOCATED COSTS		
Investigators	£60,108.25	£48,086.60
Estates	£22,583.85	£18,067.08
Other DA	£0.00	£0.00
INDIRECT COSTS		
	£170,220.17	£136,176.14
EXCEPTIONAL ITEMS		
	£0.00	£0.00
Total	£439,286.47	£351,429.18

York shall invoice the Lead quarterly in arrears on the basis of actual expenditure against the budget headings listed in the above table and the Lead shall pay the York within thirty (30) days of said invoices, subject always to receipt of funds from the Funder. The final invoice should be sent to the Lead within two (2) months of the end of the Project to allow preparation of the final cost statement by the Lead.

Budget details for Federal University of Maranhao, Brazil

The Lead shall pay to Maranhao £75,898.41, where 8% (£6,071.87) will be used for the payment of the Administrator ABRASCO services fees the funded amount detailed in the table below subject to receipt from the Funder. All sums are inclusive of VAT, if applicable. In accordance with clause 2, the Lead shall transfer the Maranhao's funds to the Administrator ABRASCO, ABRASCO will manage the finances and will keep 8% as service fees and pass the remaining allocated funds to Maranhao.

	FEC Budget	Funded Amount
DIRECTLY INCURRED COSTS		
Staff	£0.00	£0.00
Consumables	£0.00	£0.00
Travel & Subsistence	£0.00	£0.00
Other DI	£0.00	£0.00
DIRECTLY ALLOCATED COSTS		
Investigators	£0.00	£0.00
Estates	£0.00	£0.00
Other DA	£0.00	£0.00
INDIRECT COSTS	£0.00	£0.00
EXCEPTIONAL ITEMS - Staff	£24,878.73	£24,878.73
EXCEPTIONAL ITEMS – Other Costs	£51,019.69	£51,019.69
Total	£75,898.41	£75,898.41

Budget details for National Autonomous University of Honduras (UNAH/FLACSO)

The Lead shall pay to UNAH/FLACSO, the funded amount detailed in the table below subject to receipt from the Funder. All sums are inclusive of VAT, if applicable.

	FEC Budget	Funded Amount
DIRECTLY INCURRED COSTS		
Staff	£0.00	£0.00
Consumables	£0.00	£0.00
Travel & Subsistence	£0.00	£0.00
Other DI	£0.00	£0.00
DIRECTLY ALLOCATED COSTS		
Investigators	£0.00	£0.00
Estates	£0.00	£0.00
Other DA	£0.00	£0.00
INDIRECT COSTS	£0.00	£0.00
EXCEPTIONAL ITEMS - Staff	£113,506.68	£113,506.68
EXCEPTIONAL ITEMS – Other Costs	£223,187.62	£223,187.62
EXCEPTIONAL ITEMS – T&S	£21,805.09	£21,805.09
Total	£358,499.38	£358,499.38

Budget details for University of Los Andes - Colombia

The Lead shall pay to Andes, the funded amount detailed in the table below subject to receipt from the Funder. All sums are inclusive of VAT, if applicable.

	FEC Budget	Funded Amount
DIRECTLY INCURRED COSTS		
Staff	£0.00	£0.00
Consumables	£0.00	£0.00
Travel & Subsistence	£0.00	£0.00
Other DI	£0.00	£0.00
DIRECTLY ALLOCATED COSTS		
Investigators	£0.00	£0.00
Estates	£0.00	£0.00
Other DA	£0.00	£0.00
INDIRECT COSTS	£0.00	£0.00
EXCEPTIONAL ITEMS - Staff	£43,903.64	£43,903.64
EXCEPTIONAL ITEMS – Other Costs	£13,536.95	£13,536.95
Total	£57,440.59	£57,440.59

Budget details for National Autonomous University of Honduras (UNAH/FLACSO)

The Lead shall pay to UNAH/FLACSO, the funded amount detailed in the table below subject to receipt from the Funder. All sums are inclusive of VAT, if applicable.

	FEC Budget	Funded Amount
DIRECTLY INCURRED COSTS		
Staff	£0.00	£0.00
Consumables	£0.00	£0.00
Travel & Subsistence	£0.00	£0.00
Other DI	£0.00	£0.00
DIRECTLY ALLOCATED COSTS		
Investigators	£0.00	£0.00
Estates	£0.00	£0.00
Other DA	£0.00	£0.00
INDIRECT COSTS	£0.00	£0.00
EXCEPTIONAL ITEMS - Staff	£113,506.68	£113,506.68
EXCEPTIONAL ITEMS – Other Costs	£223,187.62	£223,187.62
EXCEPTIONAL ITEMS – T&S	£21,805.09	£21,805.09
Total	£358,499.38	£358,499.38

Budget details for Oswaldo Cruz Foundation, Brazil

The Lead shall pay to Fiocruz, £329,719.61 of that 8% (£26,377.57) will be used for the payment of the Administrator ABRASCO services fees, the funded amount detailed in the table below subject to receipt from the Funder. All sums are inclusive of VAT, if applicable. In accordance with clause 2, the Lead shall transfer the Fiocruz's funds to the Administrator ABRASCO, ABRASCO will manage the finances and will keep 8% as service fees and pass the remaining allocated funds to Fiocruz.

	FEC Budget	Funded Amount
DIRECTLY INCURRED COSTS		
Staff	£0.00	£0.00
Consumables	£0.00	£0.00
Travel & Subsistence	£0.00	£0.00
Other DI	£0.00	£0.00
DIRECTLY ALLOCATED COSTS		
Investigators	£0.00	£0.00
Estates	£0.00	£0.00
Other DA	£0.00	£0.00
INDIRECT COSTS		
INDIRECT COSTS	£0.00	£0.00
EXCEPTIONAL ITEMS - Staff	£37,318.09	£37,318.09
EXCEPTIONAL ITEMS – Other Costs	£292,401.52	£292,401.52
Total	£329,719.61	£329,719.61

1.1 For operational reasons the Overseas Collaborators, via the Administrators where applicable, shall invoice the Lead quarterly in advance to be paid in pounds sterling, to enable the research to take place. Each Overseas Collaborator will be expected to use the funds for the core staff salaries and basic running costs of the Project unless otherwise authorised in writing by the Lead.

1.2 By the 30th day following the end of each quarter each Collaborator will submit activity reports to the Lead to show actual activities against planned activities with copies of all receipts (where required/agreed).

1.3 If a Collaborator(s) fails to submit satisfactory report on time or not at all, then the Lead reserves the right to withhold the payment of future invoices to that Collaborator.

1.4 The Collaborator(s) must not exceed its agreed budget. Accurate financial accounts should be maintained by the Collaborators and information and supporting documents should be made available to the Lead if requested for audit purposes. Any overspend above agreed budgets will be the responsibility of each Collaborator.

1.5 During the life of the Project the Lead can at any time request copies of a Collaborator's expenditure records and receipts. Each Collaborator will be required to submit this to the Lead promptly upon request.

1.6 All budgets are prepared, reported and made in GBP sterling. Each Overseas Collaborator must take into account the fluctuation in exchange rates when planning its budgets. Each Overseas Collaborator must have a policy in place for managing exchange rates (monitoring and logging the rate) which they must provide to the Lead.

The financial statements and invoices should be sent to: fssfinanceteam@soton.ac.uk using for reference 520110.

1. DEFINITIONS

In this Schedule 5 the following definitions shall apply:

"Controller", "Processor" "Data Subject" and "Data Protection Officer"	shall have the meaning given to those terms in the applicable Data Protection Laws;
"Data Protection Laws"	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 ("DPA") and EC Directive 95/46/EC (the "DP Directive") the Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR", Brazil's LGPD 2018/13709, CONSTITUCIÓN DE LA REPÚBLICA DE HONDURAS: Articles: 182, Ley de Transparencia y Acceso a la Info Pública articles 23, 24, 25, Colombia's Data Protection Law 2012 and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;
"Data Processing Particulars"	means, in relation to any Processing under this Agreement: <ul style="list-style-type: none"> (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects; as set out in Appendix 1.
"Data Subject Request"	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
"Good Industry Practice"	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which

would be reasonably expected at such time from a leading and expert supplier of similar services to those being carried out under this Agreement, such supplier seeking to comply with its contractual obligations in full and complying with all applicable laws including the Data Protection Laws;

"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"ICO Correspondence"	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
Permitted Recipients"	means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Appendix 1 (<i>Data Processing Particulars</i>);
"Personal Data"	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix 1 (<i>Data Processing Particulars</i>));
"Personal Data Breach"	has the meaning set out in the Data Protection Laws and for the avoidance of doubt , includes a breach of Paragraph 2.2.2(e);
"Processing"	has the meaning set out in the Data Protection Laws (and "Process" and "Processed" shall be construed accordingly);
"Regulatory Authority"	shall be in the case of the Lead and York the Information Commissioners Office (ICO), in the case of Andes the Superintendencia of Industry and Commerce (SIC) (Superintendencia de Industria y Comercio), in the case of Maranhao and Fiocruz the Brazilian National Data Protection Authority (ANPD), in the case of UNAH/FLASCO Instituto De Acceso A La Información Pública de Honduras..
"Restricted Country"	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(6) of the DP Directive and/ or Article 45(1) of the GDPR (as applicable);

- (ii) prevent or restrict it from granting the other Party access to the Personal Data as required under this Agreement; or
 - (iii) prevent or restrict either Party from Processing the Personal Data, as envisaged under this Agreement;
- (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws;
- (d) ensure that all Personal Data disclosed or transferred to, or accessed by, the other Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable either Party to Process the Personal Data as envisaged under this Agreement;
- (e) ensure that appropriate technical and organisational security measures are in place sufficient to comply with:
 - (i) at least the obligations imposed on the Controller by the Security Requirements; and
 - (ii) where requested provide to the other Party(s) evidence of its compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request;
- (f) notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.2(f), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;
- (g) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- (h) notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
 - (i) implement any measures necessary to restore the security of compromised Personal Data; and
 - (ii) support the other Party to make any required notifications to the ICO and/or other equivalent relevant Regulator and affected Data Subjects;
- (i) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- (j) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
- (k) not transfer any Personal Data it is processing to a Restricted Country;

- "Security Requirements"** means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA and/ or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;
- "Sensitive Personal Data"** means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR;
- "Third Party Request"** means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.

2. DATA PROTECTION

2.1 Nature of the Processing

- 2.1.1 The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this Agreement will be as follows:
- (a) the Parties shall each Process the Personal Data;
 - (b) each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:
 - (i) the Lead shall be a Controller where it is Processing Personal Data in relation to the Project and the Data Processing Particulars; and
 - (ii) the Collaborator(s) shall be a Controller where it is Processing Personal Data in relation to the Project and the Data Processing Particulars;
 - (c) Notwithstanding Paragraph 2.1.1(b), if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 2.2.2(e) where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.
- 2.1.2 Each of the Parties acknowledges and agrees that Appendix 1 (*Data Processing Particulars*) to this Agreement is an accurate description of the Data Processing Particulars.

2.2 Data Controller Obligations

- 2.2.1 Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.
- 2.2.2 Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each Party shall:
- (a) where required to do so make due notification to the ICO;
 - (b) ensure it is not subject to any prohibition or restriction which would:
 - (i) prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Agreement;

- (l) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;
- (m) not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other Party's prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests. For Third Party Requests, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Party in advance of such disclosure, unless that Party is prohibited by law or regulation from notifying the other Party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation); and
- (n) at the other Party's option or direction, arrange for the prompt and safe return and/or secure permanent destruction (in accordance with Good Industry Practice) of all Personal Data, together with all copies in its possession or control within 5 days and, where requested by the other Party certify that such destruction has taken place.

3. INDEMNITY

3.1 Both Parties shall indemnify on demand and keep indemnified the other Party from and against all and any Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by the other Party to the extent arising from the first Party's breach of its obligations under this Schedule 5 (Data Protection) and/or failure to comply with the Data Protection Laws, including, in particular all Losses resulting from:

- 3.1.1 any monetary penalties or fines levied by the ICO on the other Party;
- 3.1.2 the costs of an investigative, corrective or compensatory action required by the ICO, or the defence of a proposed or actual enforcement taken by the ICO;
- 3.1.3 any Losses suffered or incurred by, awarded against, or agreed to be paid by the other Party pursuant to a claim, action or challenge made by a third party to or against the other Party (including by a Data Subject); and
- 3.1.4 except to the extent covered by Paragraphs 3.1.1 or 3.1.2 or 3.1.3, any Losses suffered or incurred, awarded against or agreed to be paid by the other Party.

3.2 An indemnity under clause 3.1 shall only apply if the indemnified Party:

- 3.2.1 informs the Party providing the indemnity in writing as soon as reasonably practicable following receipt of notice of the claim or proceedings;
- 3.2.2 upon the indemnifying Party's request and at the indemnifying Party's cost gives the indemnifying Party full control of the claim or proceedings and provides all reasonable assistance; and
- 3.2.3 makes no admission in respect of such claim or proceedings other than with the prior written consent of the indemnifying Party.

3.3 Any indemnity under clauses 3.1 shall not apply to the extent any claims, proceedings and related costs, expenses, losses, damages or demands arise or result from the negligent acts or omissions or wilful misconduct or breach of statutory duty of the indemnified Party.

4. INSURANCE

4.1 All Parties agree:

- 4.1.1 to obtain and keep in full force and effect at all times, in respect of the Processing of the Personal Data, a policy or policies of insurance covering liability for damage arising to persons as a result of the Party's breach of this Schedule 5 (Data Protection) and/or failure to comply with the Data Protection Laws and which meet the following conditions:

- (a) it must cover liability for damage arising to any person;
- (b) it must apply in relation to the Processing of Personal Data;
- (c) it must have policy limits and provisions conforming to such requirements as the other Party may from time to time reasonably prescribe;

4.1.2 to deliver to the other Party

- (a) copies of all applicable insurance policies taken out pursuant to the provisions of this Agreement;
- (b) evidence of premiums paid in relation to such insurance; and
- (c) ensure that the other Party shall be entitled to the benefit of such insurance.

**Appendix 1
Data Processing Particulars**

DATA PROCESSING ROLE AND RESPONSIBILITIES – UNIVERSITY OF SOUTHAMPTON

The subject matter and duration of the Processing	<p>The subject matter is sexual and reproductive health (SRH) status, care needs and access conditions of women and adolescent girls in transition, protracted displacement and on return; and how SRH, general health status, care needs and access to services of displaced women and girls evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country. The duration of the project is 36 months, while data collection and processing will be for 30 months</p>
The nature and purpose of the Processing	<p>The nature of data is SRH needs and access to services of displaced women evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country. This data will be collected via two surveys: one in Brazil and one in El Salvador. The one on Brazil will be led by Fiocruz (Brazil) and Rodrigo Serra at University of York. The survey in El Salvador will be led by co-Is in Honduras in collaboration with co-I at University of Southampton.</p> <p>Data will also be collected via Interviews and focus groups (FGDs) that will provide qualitative information on displaced women and adolescent girls' own experience and perspectives about (i) SRHR needs and challenges in displacement, (ii) ways in which SRH vulnerabilities limit (independent) decision-making, mobility, control over resources, and access to health care and information, (iii) strategies for coping and seeking health care from public and non-state providers in places of transit and settlement. This will be led by University of Maranhão, Brazil in collaboration with PI, Pia Riggiozzi, and PDRA Natalia Cintra, both at Southampton.</p> <p>The purpose of the FGD and surveys will be to:</p>

	<ul style="list-style-type: none"> - identify the sexual and reproductive health needs of women and adolescent girls displaced from Central America to Mexico and from Venezuela to Brazil and Colombia; - analyse the challenges that displaced women and girls face in relation to SRH; - assess the impact of displacement on local health systems in the area of SRH, noting the obligations of receiving and transit states to ensure that the human right to health for all is respected and protected; - produce original primary data about gendered patterns of inequalities affecting access to and delivery of care in women and girls' SRH during displacement. - To create what we will call the 'AGAPE guide' to: <ul style="list-style-type: none"> o Assist displaced women and girls to identify SRH challenges in processes of transit and abode o Guide in identifying and accessing SRH services in destinations, o Assess barriers to the attainment of their SRHR and how and where to find support and healthcare o Protect from wrongs and harms based on SRHR o Enable self-reliance and movement to durable solution
<p>The type of Personal Data being Processed</p>	<p>Raw qualitative data and quantitative primary data will contain potentially sensitive personal information e.g. about health conditions. We will conduct 16 FGDs in months 15-16 with women, with adolescent girls, and 8 with health authorities in the four sites: Tapachula (Mexico), Boa Vista and Manaus (Brazil) and San Salvador (El Salvador). The aim is to focus in particular on themes and questions that will support the elaboration of the survey.</p> <p>The survey will collect primary new data from displaced individuals from Venezuela in Boa Vista, the capital city of Roraima state (Brazil), and also from returned displaced women throughout El Salvador. The aims are to understand:</p> <ul style="list-style-type: none"> • SRH health status, care needs and access conditions of women and adolescent girls in transition, protracted displacement and on return; • How SRH, general health status, care needs and access to services of displaced women evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country. <p>Specifically, the survey will elicit self-reported information on general SRH status (e.g. self-assessed health and health state valuation via EQ-5D); family planning, sexual and reproductive health (e.g. contraceptive use, HIV and other sexually transmitted diseases); care seeking behaviour and access (met and unmet needs; reasons for (not) seeking care; perceived care quality); and healthcare expenditures/coping mechanisms (e.g. care sought through formal healthcare providers or informal networks; private care obtained through borrowing or savings/assets depletion). The survey will also gain</p>

	information on experiences and barriers in health seeking behaviour, including fear of deportation or stigma. Demographic and socio-economic characteristics will be collected.
The categories of Data Subjects	Data subjects are reproductive age women (aged 25-49) and adolescent girls (15-24) in situations of displacement from Central America to Mexico, and from Venezuela to Brazil and Colombia. In terms of population, we take the WHO's notion of youth as ending at 24. Up to the age of 18, adolescents are, in law, children, and we will draw up a protection policy specifically for this age group. However, in practice adolescent girls and young women face similar risks, have similar claims to SRHR and many have caring responsibilities, sometimes for their own children, which accounts for our 15-24 category. Key informants in the health and aid sectors will also be data subjects in the ReGHID research, both as participants in focus groups as well as in semi-structured interviews.

DATA PROCESSING ROLE AND RESPONSIBILITIES – UNIVERSITY OF YORK

The subject matter and duration of the Processing	<p>The nature of data is SRH needs and access to services of displaced women evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country. This data will be collected via two surveys: one in Brazil and one in El Salvador. The one on Brazil will be led by Fiocruz (Brazil) and Rodrigo Moreno Serra at University of York.</p> <p>In addition, Moreno Serra at University of York will collaborate with University of los Andes in the development of a Comprehensive Healthcare Model for one Colombian department, Norte de Santander (MIAS-NS) The MIAS-NS modelling will yield recommendations for an adjusted healthcare model for the general population in the context of massive protracted displacement, but also specifically for adjusting the provision of services to SRHR of displaced women and adolescent girls. The model will be developed through four interdependent steps, under the responsibility of Bernal at Universidad de los Andes (Colombia) and Sierra (University of York): (i) Identification of the (new) demographic and health profile of the local population based on the results from the DHS analysis and qualitative information collected in previous WPs. This will be complemented by secondary sources of information (such as from the national statistical agency-DANE and the National Information System of Health Provision-SISPRO), (ii) Analysis of the existing healthcare network, projected demand for services and infrastructure needs, through mapping and analysing existing capacity. This will allow modelling needs for service expansions, (iii) assessment of current insurance financial/institutional gaps to cover currently uninsured displaced Venezuelans, (iv) Costing of the model and financing recommendations.</p> <p>The MIAS-NS will be co-produced with local stakeholders from existing contacts at the local Secretary of Health in Cucuta (Norte de Santander</p>
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	capital city) and adjusted in consultation/dissemination meeting in three FGDs involving local policymakers, health professionals and representatives of patients and displaced groups
The nature and purpose of the Processing	<p>Raw quantitative primary data will contain potentially sensitive personal information e.g. about health conditions. The overall programme of work will develop quantitative and qualitative research to improve the delivery of sexual and reproductive health and rights (SRHR) of women and adolescent girls in situation of protracted displacement; support both evidence-based advocacy and concrete policy proposals for improving SRH services for displaced women and adolescent girls; propose a durable solution for responsive and inclusive health systems.</p> <p>York will lead and collaborate on processing quantitative data in order to:</p> <ul style="list-style-type: none"> - identify the sexual and reproductive health needs of women and adolescent girls displaced from Central America to Mexico and from Venezuela to Brazil and Colombia; - analyse the challenges that displaced women and girls face in relation to SRH; - assess the impact of displacement on local health systems in the area of SRH, noting the obligations of receiving and transit states to ensure that the human right to health for all is respected and protected; - produce original primary data about gendered patterns of inequalities affecting access to and delivery of care in women and girls' SRH during displacement.
The type of Personal Data being Processed	<p>Raw qualitative data and quantitative primary data will contain potentially sensitive personal information e.g. about health conditions. We will conduct 16 FGDs in months 15-16 with women, with adolescent girls, and 8 with health authorities in the four sites: Tapachula (Mexico), Boa Vista and Manaus (Brazil) and San Salvador (El Salvador). The aim is to focus in particular on themes and questions that will support the elaboration of the survey.</p> <p>The survey will collect primary new data from displaced individuals from Venezuela in Boa Vista, the capital city of Roraima state (Brazil), and also from returned displaced women throughout El Salvador. The aims are to understand:</p> <ul style="list-style-type: none"> • SRH health status, care needs and access conditions of women and adolescent girls in transition, protracted displacement and on return; • How SRH, general health status, care needs and access to services of displaced women evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country. <p>Specifically, the survey will elicit self-reported information on general SRH status (e.g. self-assessed health and health state valuation via EQ-5D); family planning, sexual and reproductive health (e.g. contraceptive use, HIV and other sexually transmitted diseases); care seeking behaviour and access (met and unmet needs; reasons for (not) seeking care; perceived care quality); and healthcare expenditures/coping mechanisms (e.g. care sought</p>

	through formal healthcare providers or informal networks; private care obtained through borrowing or savings/assets depletion). The survey will also gain information on experiences and barriers in health seeking behaviour, including fear of deportation or stigma. Demographic and socio-economic characteristics will be collected.
The categories of Data Subjects	Data will be about reproductive age women (aged 25-49) and adolescent girls (15-24) in situations of protracted displacement.

DATA PROCESSING ROLE AND RESPONSIBILITIES – FEDERAL UNIVERSITY OF MARANHAO

The subject matter and duration of the Processing	<p>The subject matter is sexual and reproductive health (SRH) status, care needs and access conditions of women and adolescent girls in transition, protracted displacement and on return;</p> <p>and how SRH, general health status, care needs and access to services of displaced women and girls evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country.</p> <p>The duration of the project is 36 months, while data collection and processing will be for 30 months</p>
The nature and purpose of the Processing	<p>The nature of data is SRH needs and access to services of displaced women evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country. This data will be collected via two surveys: one in Brazil and one in El Salvador. The one on Brazil will be led by Fiocruz (Brazil) and Rodrigo Serra at University of York. The survey in El Salvador will be led by co-Is in Honduras in collaboration with co-I at University of Southampton.</p> <p>Data will also be collected via Interviews and focus groups (FGDs) that will provide qualitative information on displaced women and adolescent girls' own experience and perspectives about (i) SRHR needs and challenges in displacement, (ii) ways in which SRH vulnerabilities limit (independent) decision-making, mobility, control over resources, and access to health care and information, (iii) strategies for coping and seeking health care from public and non-state providers in places of transit and settlement. This will be led by University of Maranhão, Brazil in collaboration with PI, Pia Riggiozzi, and PDRA Natalia Cintra, both at Southampton.</p> <p>The purpose of the FGD and surveys will be to:</p> <ul style="list-style-type: none"> - identify the sexual and reproductive health needs of women and adolescent girls displaced from Central America to Mexico and from Venezuela to Brazil and Colombia; - analyse the challenges that displaced women and girls face in relation to SRH; - assess the impact of displacement on local health systems in the area of SRH, noting the obligations of receiving and transit states to

	<p>ensure that the human right to health for all is respected and protected;</p> <ul style="list-style-type: none"> - produce original primary data about gendered patterns of inequalities affecting access to and delivery of care in women and girls' SRH during displacement. <p>To create what we will call the 'AGAPE guide'</p> <ul style="list-style-type: none"> o Assist displaced women and girls to identify SRH challenges in processes of transit and abode o Guide in identifying and accessing SRH services in destinations, o Assess barriers to the attainment of their SRHR and how and where to find support and healthcare o Protect from wrongs and harms based on SRHR o Enable self-reliance and movement to durable solution <p>In addition, University of Maranhao will lead a photovoice process to produce photographs taken by the displaced women themselves in Roraima. Maranhão will lead a workshop on the methodology and to discuss participants' reflections about photographs. This is in addition to other type of data collection used in this project, such as quantitative and qualitative data on the same theme. This data will be recorded, transcribed and translated, and the photos will be produced for photo exhibition and printed photobook.</p>
<p>The type of Personal Data being Processed</p>	<p>Data on (i) SRHR needs and challenges in displacement, (ii) ways in which SRH vulnerabilities limit (independent) decision-making, mobility, control over resources, and access to health care and information, (iii) strategies for coping and seeking health care from public and non-state providers in places of transit and settlement. Plus photos will be produced to illustrate experience of women and adolescents in displacement</p>
<p>The categories of Data Subjects</p>	<p>Data will be about reproductive age women (aged 25-49) and adolescent girls (15-24) in situations of protracted displacement</p>

PROCESSING ROLE AND RESPONSIBILITIES – National Autonomous University of Honduras (ACSO)

<p>The subject matter and duration of the Processing</p>	<p>The subject matter is sexual and reproductive health (SRH) status, care needs and access conditions of women and adolescent girls in transition, protracted displacement and on return; and how SRH, general health status, care needs and access to services of displaced women and girls evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country. The duration of the project is 36 months, while data collection and processing will be for 30 months</p>
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<p>The nature and purpose of the Processing</p>	<p>The nature of data is SRH needs and access to services of displaced women evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country. This data will be collected via two surveys: one in Brazil and one in El Salvador. The one on Brazil will be led by Fiocruz (Brazil) and Rodrigo Serra at University of York. The survey in El Salvador will be led by co-Is in Honduras in collaboration with co-I at University of Southampton.</p> <p>Data will also be collected via Interviews and focus groups (FGDs) that will provide qualitative information on displaced women and adolescent girls' own experience and perspectives about (i) SRHR needs and challenges in displacement, (ii) ways in which SRH vulnerabilities limit (independent) decision-making, mobility, control over resources, and access to health care and information, (iii) strategies for coping and seeking health care from public and non-state providers in places of transit and settlement. This will be led by University of Maranhão, Brazil in collaboration with PI, Pia Riggiozzi, and PDRA Natalia Cintra, both at Southampton.</p> <p>The purpose of the FGD and surveys will be to:</p> <ul style="list-style-type: none"> - identify the sexual and reproductive health needs of women and adolescent girls displaced from Central America to Mexico and from Venezuela to Brazil and Colombia; - analyse the challenges that displaced women and girls face in relation to SRH; - assess the impact of displacement on local health systems in the area of SRH, noting the obligations of receiving and transit states to ensure that the human right to health for all is respected and protected; - produce original primary data about gendered patterns of inequalities affecting access to and delivery of care in women and girls' SRH during displacement. - To create what we will call the 'AGAPE guide' to: <ul style="list-style-type: none"> o Assist displaced women and girls to identify SRH challenges in processes of transit and abode o Guide in identifying and accessing SRH services in destinations, o Assess barriers to the attainment of their SRHR and how and where to find support and healthcare o Protect from wrongs and harms based on SRHR o Enable self-reliance and movement to durable solution
<p>The type of Personal Data being Processed</p>	<p>Raw qualitative data and quantitative primary data will contain potentially sensitive personal information e.g. about health conditions. We will conduct 16 FGDs in months 15-16 with women, with adolescent girls, and 8 with health authorities in Tapachula (Mexico), and San Salvador (El Salvador). The aim is to focus in particular on themes and questions that will support the elaboration of the survey.</p>

	<p>The survey will collect primary new data from displaced individuals from Honduras and El Salvador. The aims are to understand:</p> <ul style="list-style-type: none"> • SRH health status, care needs and access conditions of women and adolescent girls in transition, protracted displacement and on return; • How SRH, general health status, care needs and access to services of displaced women evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country. <p>Specifically, the survey will elicit self-reported information on general SRH status (e.g. self-assessed health and health state valuation via EQ-5D); family planning, sexual and reproductive health (e.g. contraceptive use, HIV and other sexually transmitted diseases); care seeking behaviour and access (met and unmet needs; reasons for (not) seeking care; perceived care quality); and healthcare expenditures/coping mechanisms (e.g. care sought through formal healthcare providers or informal networks; private care obtained through borrowing or savings/assets depletion). The survey will also gain information on experiences and barriers in health seeking behaviour, including fear of deportation or stigma. Demographic and socio-economic characteristics will be collected</p>
<p>The categories of Data Subjects</p>	<p>Data will be about reproductive age women (aged 25-49) and adolescent girls (15-24) in situations of protracted displacement</p>

DATA PROCESSING ROLE AND RESPONSIBILITIES – UNIVERSITY OF THE ANDES

<p>The subject matter and duration of the Processing</p>	<p>Developing a Comprehensive Healthcare Model for one Colombian department, Norte de Santander (MIAS-NS)</p> <p>The MIAS-NS modelling will yield recommendations for an adjusted healthcare model for the general population in the context of massive protracted displacement, but also specifically for adjusting the provision of services to SRHR of displaced women and adolescent girls. The model will be developed through four interdependent steps, under the responsibility of Bernal at Universidad de los Andes (Colombia) and Sierra (University of York): (i) Identification of the (new) demographic and health profile of the local population based on the results from the DHS analysis and qualitative information collected in previous WPs. This will be complemented by secondary sources of information (such as from the national statistical agency-DANE and the National Information System of Health Provision-SISPRO), (ii) Analysis of the existing healthcare network, projected demand for services and infrastructure needs, through mapping and analysing existing capacity. This will allow modelling needs for service expansions, (iii) assessment of current insurance financial/institutional gaps to cover currently uninsured displaced Venezuelans, (iv) Costing of the model and financing recommendations.</p>
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<p>The nature and purpose of the Processing</p>	<p>The processing will be for 12 months as this package is led from months 18 to 30 of the project</p> <p>Data collection for quantitative analyses to be compiled from secondary household survey datasets and econometric analysis in order develop the modelling of MIAS-NS.</p> <p>Our MIAS-NS modelling will yield recommendations for an adjusted healthcare model for the general population in the context of massive protracted displacement, but also specifically for adjusting the provision of services to SRHR of displaced women and adolescent girls. The model will be developed through four interdependent steps: (i) Identification of the (new) demographic and health profile of the local population based on the results from the DHS analysis and qualitative information collected in previous WPs. This will be complemented by secondary sources of information (such as from the national statistical agency-DANE and the National Information System of Health Provision-SISPRO), (ii) Analysis of the existing healthcare network, projected demand for services and infrastructure needs, through mapping and analysing existing capacity. This will allow modelling needs for service expansions, (iii) assessment of current insurance financial/institutional gaps to cover currently uninsured displaced Venezuelans, (iv) Costing of the model and financing recommendations. This detailed focus on the SRH care needs of women and adolescent girls represents a novel output</p>
<p>The type of Personal Data being Processed</p>	<p>Publicly available data from three rounds of the Colombian Demographic and Health Survey (DHS), covering two different periods: before the beginning of massive displacements of Venezuelans into Colombia (DHS 2010 and 2015), and after (the forthcoming DHS 2020 round, whose data will be available to the team by December 2020). The focus will be on three departments that border Venezuela and receive large numbers of displaced persons, namely Arauca, La Guajira and Norte de Santander. These departments have large percentages of displaced population and are largely similar in baseline factors that may affect health outcomes and service use. Econometric estimations will be done initially using matching techniques and generalisations of difference-in-differences estimators, facilitated by the variation in the degree to which municipalities within each of the three departments have been receiving displaced persons. This will be complemented with analyses of how inequalities in the outcomes of interest have evolved over time between municipalities through standard concentration indices of inequality and associated decompositions through quantile regressions.</p>
<p>The categories of Data Subjects</p>	<p>Data will be about reproductive age women (aged 25-49) and adolescent girls (15-24) in situations of protracted displacement migrating from Venezuela to Colombia.</p>

DATA PROCESSING ROLE AND RESPONSIBILITIES – OSWALDO CRUZ FOUNDATION

The subject matter and duration of the Processing	Data for quantitative analyses will be compiled from secondary household survey datasets prepared by other institutions (DHS, Fiocruz Brazil), and from primary surveys to collect primary new data from displaced individuals from Venezuela in Boa Vista, the capital city of Roraima state (Brazil)
The nature and purpose of the Processing	<p>survey to collect primary new data from displaced individuals from Venezuela in Boa Vista, the capital city of Roraima state (Brazil). The purpose is to understand:</p> <ul style="list-style-type: none"> • SRH health status, care needs and access conditions of women and adolescent girls in transition, protracted displacement and on return; • How SRH, general health status, care needs and access to services of displaced women evolve over the whole cycle of displacement, from the time of decision to leave, during their settlement in the host community, to after return to the home country
The type of Personal Data being Processed	<p>The survey will sample approximately 1,450 (Boa Vista) women of reproductive age (15-49 years old). Roraima is the main entry point of displaced Venezuelans into Brazil, accounting in 2018 for the largest share (40%) of all asylum requests made by Venezuelans in Brazil (Roraima em Foco, 2018; Simões 2017).</p> <p>Led by Fiocruz, there will be two rounds of the survey in Boa Vista: baseline and a follow-up. Each survey will aim to collect information on the same 1,450 women (based on formal sample size calculations). Each survey in Boa Vista will aim to collect information on the same 1,450 women. We will sample women (and accompanied adolescent girls) in Boa Vista by visiting government-sponsored "camps" and also women who are living in private properties in the city. The latter will be identified by relying on local government registries of settled Venezuelans, to which we will have access through the local partners. If necessary, we will also use "respondent-driven sampling" with standard weighting corrections for non-random sampling and representativeness issues.</p> <p>The majority of survey questions will be taken from secondary data, that is existing surveys (such as the Brazilian National Health Survey, standard Demographic and Health Surveys, allowing comparisons with women and girls in other regions and the general population; information on general health status; sexual and reproductive health; and healthcare expenditures/coping mechanisms will be collected. The surveys will also provide data on experiences and barriers in health seeking behaviour, and demographic and socio-economic characteristics. In Boa Vista, in addition to contemporaneous questions in project years 1 and 2, the first survey will include retrospective questions on all the topics mentioned, i.e. having as period of reference the time right before the decision to migrate. For most women and adolescent girls, the first survey will likely be conducted relatively close to the beginning of their migration journey, which helps mitigate concerns about recall bias.</p>

The categories of Data Subjects	Data will be about reproductive age women (aged 25-49) and adolescent girls (15-24) in situations of protracted displacement from Venezuela to Roraima, Brazil
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