

AGREEMENT

BETWEEN

INSERT NAME OF MNO

AND

INSERT NAME OF NSO

AND

INSERT NAME OF OTHER PARTNER/S (E.G TECHNICAL SERVICE PROVIDER)

Note: This template file refers to a series of appendices, which are not included here as part of the template, but which – for information of the reader – are as described follows:

LIST OF APPENDICES:

Appendix 1: Overview Of Data Flow And Analysis

Appendix 2: Data Processing Agreement

Schedule 1: Transfer Contract Clauses

Schedule 2: List of Approved Sub-Processors

Schedule 3: Template Data Processing Appendix

Schedule 4: Group Minimum Security Requirements

Schedule 5: Customer Security Requirements

Schedule 6: Information Related to Identity of Data Protection Officer

Appendix 3: Minimum Security Requirements

Appendix 4: Data Governance and Collaboration Principles

Appendix 5: Service Level Requirements

Appendix 6: Approved Anonymised Aggregates

Each partnership will need to agree and create its own documents regarding the above.

This Agreement is made on the **INSERT DATE INFORMATION**

Between:

1. **Name and contact details of partner org 1**
2. **Name and contact details of partner org 2**
3. **Name and contact details of partner org 3**

Etc

etc

Together the **'Parties'** and individually the **'Party'**.

WHEREAS

- A. The Parties have agreed to work together to build a sustainable framework for integrating mobile network data analysis for national statistical support in **INSERT COUNTRY NAME** (the **"Project"**).
- B. **INSERT NAME OF MNO** is a telecommunications company based in **INSERT COUNTRY NAME** which has agreed to provide access to de-identified (pseudonymised) INSERT NAME OF MNO Call Detail Records (CDR) to INSERT NAME OF TECHNICAL SERVICE PROVIDER to support in the provisioning of statistical data in accordance with this Agreement.
- C. The INSERT NAME OF NSO is a government agency established pursuant to INSERT LEGISLATION THAT PROVIDES NSO WITH MANDATE;
- D. INSERT NAME OF TECHNICAL SERVICE PROVIDER is a non-profit organisation incorporated under the laws of Sweden;
- E. Under this Agreement, INSERT NAME OF TECHNICAL SERVICE PROVIDER will support INSERT NAME OF NSO in building a sustainable framework for integrating mobile phone data into the production of national statistics. INSERT NAME OF TECHNICAL SERVICE PROVIDER will be provided with access to pseudonymised call detail records (CDR) data by INSERT NAME OF MNO. INSERT NAME OF NSO analysts and statisticians will access data aggregates produced from these CDR data via INSERT NAME OF TECHNICAL SERVICE PROVIDER's {INSERT MECHANISM OF TECHNICAL SERVICE/SUPPORT, e.g. software, installation, expertise, etc} (the **"Purpose"**).
- F. This Agreement sets out the terms and conditions under which the Parties have agreed to collaborate.

NOW THEREFORE the Parties hereto agree as follows:

1. Project Aim

- 1.1 The Project aims to enhance the production of timely and relevant official statistics and indicators through the incorporation of aggregated, anonymised mobile phone data outputs into the National Statistical System. INSERT NAME OF NSO, as its coordinator, will leverage those indicators to inform government operations, decision making and policy formation for the wellbeing of all in INSERT NAME OF COUNTRY.
- 1.2 In the event of any inconsistency between this Clause and the Purpose defined in Appendix 2 (*Data Processing Agreement*), the terms of the applicable Data Processing Agreement shall prevail.

2. Project Framework

- 2.1 The scope of the Project is as set out in Appendix 1 (Overview of Data Flow and Analysis).

3. Obligations

- 3.1 **All Parties Obligations:** For the Duration of this Agreement, the Parties agree to:
 - 3.1.1 collaborate under the terms of this Agreement;
 - 3.1.2 comply and carry out necessary activities detailed in the scope of the Project as set out in Clause 2 (OR, IF USING APPENDIX, REFERENCE APPENDIX)
 - 3.1.3 comply with the privacy and security provisions detailed in the following sections of this Agreement INCLUDE ALL CLAUSES THAT SPECIFY SECURITY PROVISIONS
 - 3.1.4 comply with the applicable laws relating to their obligations under this Agreement.
- 3.2 **INSERT NAME OF MNO**
 - 3.2.1 Subject to INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO complying with the privacy and security provisions of clause 4 of this Agreement, INSERT NAME OF MNO agrees to provide INSERT NAME OF TECHNICAL SERVICE PROVIDER access to de-identified (pseudonymised) CDRs and top-up data, including but not limited to cell tower IDs, cell tower locations, de-identified caller IDs, MSISDNs, IMEIs, event timestamps, and call durations and as further described in the Appendix 2 (the "INSERT

NAME OF **MNO Data**") and to do so in accordance with the Service Level Agreement set out at in Appendix 5.

3.3 INSERT NAME OF NSO

3.3.1 INSERT NAME OF NSO shall use the data only for the purposes specified in Appendix 1

3.3.2 INSERT NAME OF NSO may share approved aggregated CDRs (as defined in Appendix 6) with Government of INSERT NAME OF COUNTRY Ministries, Departments and Agencies for the purpose specified in Appendix 2 (Data Processing Agreement).

3.4 INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO

3.4.1 INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO agree to set up a secure processing pipeline for processing NAME OF MNO Data to support the Purpose as described in Appendix INSERT REFERENCE NUMBER (Data Processing Agreement); and both INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO agree to comply with the Privacy and Security obligations detailed in this Agreement.

4. Data protection

4.1 For the purposes of the clauses related to Data Protection, "Processing" shall mean an operation or activity or set of operations by automatic or other means that concerns data or personal data and the collection, organisation, adaptation or alteration of the information or data, retrieval, consultation or use of the information or data, disclosure of the information or data by transmission, dissemination or other means available, or alignment, combination or blocking, erasure or destruction of the information or data or as may be otherwise defined under the Applicable Privacy Law defined in Appendix 2 (*Data Processing Agreement*).

4.2 Each of INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO warrant and undertake that at all times:

4.2.1 INSERT NAME OF TECHNICAL SERVICE PROVIDER shall only Process such data, any materials or documentation that may be provided by INSERT NAME OF MNO to INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO in connection with the NAME OF MNO Data ("**Documentation**") or any results, data-driven insights, feedback and any other output arising from any Processing of

the NAME OF MNO Data or Documentation (“**Results**”) for the Purpose outlined in the agreed Data Processing Agreement in Appendix 2, in accordance with this Agreement and as may subsequently be agreed by the Parties in writing. In particular, INSERT NAME OF TECHNICAL SERVICE PROVIDER shall not themselves exercise control, nor shall it transfer, or purport to transfer, control of such NAME OF MNO Data to a third party, except as provided for in Clause 12 and Appendix 6 (*Approved Anonymised Aggregates*), or as it may be specifically instructed to do so by INSERT NAME OF MNO or as may be expressly permitted by INSERT NAME OF MNO in writing (email sufficient);

- 4.2.2 INSERT NAME OF NSO shall not access or attempt to access the NAME OF MNO Data and shall only Process any Documentation or Results for the Purpose outlined in the agreed Data Processing Agreement in Appendix 2, in accordance with this Agreement and as may subsequently be agreed by the Parties in writing and, in so doing, shall act solely on the instructions of INSERT NAME OF MNO ;
- 4.2.3 INSERT NAME OF TECHNICAL SERVICE PROVIDER shall only Process NAME OF MNO Data and shall not attempt to extract, copy, migrate or otherwise transfer NAME OF MNO Data (for the avoidance of doubt this excludes the Results, provided such Results derived from the NAME OF MNO Data are strictly pseudonymised and aggregated) under this Agreement;
- 4.2.4 INSERT NAME OF TECHNICAL SERVICE PROVIDER shall not Process, apply or use the NAME OF MNO Data, Documentation or Results (and as to INSERT NAME OF NSO, shall not process, apply, or use the Documentation or Results) other than for the Purpose stated in Appendix 2 (Data Processing Agreement), and, in no circumstances, for any commercial, illegal or fraudulent purposes; and
- 4.2.5 INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO each shall maintain and shall continue to maintain appropriate and sufficient technical and organisational security measures to protect as to INSERT NAME OF TECHNICAL SERVICE PROVIDER only, such NAME OF MNO Data, and as to each of INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO, the Documentation and Results against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access, in compliance with Appendix 3 of this Agreement which sets out the Minimum Security Requirements around INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF

NSO's access to and use of NAME OF MNO Data and against all other unlawful forms of Processing.

- 4.3 INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO shall notify INSERT NAME OF ...{INSERT STEPS TO BE TAKEN IN CASE OF SECURITY BREACHES}
- 4.4 INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO shall, unless prohibited by law or regulation, each inform INSERT NAME OF MNO promptly, and in any event within five (5) business days, of any inquiry, communication, request or complaint received by such Party from (i) any Governmental, regulatory or supervisory authority, including but not limited to INSERT BODIES RELEVANT TO CLAUSE; or (ii) any data subject, relating to the Purpose, any NAME OF MNO Data, Documentation or Results or any obligations under Applicable Law, and will furnish all reasonable assistance to INSERT NAME OF MNO to enable INSERT NAME OF MNO to respond to such inquiries, communications, requests or complaints and to meet applicable statutory or regulatory deadlines.
- 4.5 INSERT NAME OF MNO shall have no liability to INSERT NAME OF TECHNICAL SERVICE PROVIDER and/ or INSERT NAME OF NSO (including, but not limited to, losses, liabilities, costs (including legal costs), charges (including bank charges), expenses (including taxation), actions, proceedings, claims and demands, fines and damages, and/or interest payments) in the event of any failure to provide access to any NAME OF MNO Data or Documentation to INSERT NAME OF TECHNICAL SERVICE PROVIDER and/ or INSERT NAME OF NSO, or to provide access to any NAME OF MNO Data or Documentation in any volume and/or on any date agreed.
- 4.6 Without prejudice to any other right or remedy of INSERT NAME OF MNO, INSERT NAME OF TECHNICAL SERVICE PROVIDER's Processing of NAME OF MNO Data or Documentation and/or INSERT NAME OF NSO's processing of Documentation may be immediately suspended, for a period of 14 days or as otherwise mutually agreed by the Parties, if INSERT NAME OF MNO reasonably considers it necessary to investigate any matters related to such Processing or if such Processing becomes unlawful or might otherwise bring INSERT NAME OF MNO or any NAME OF MNO group affiliate into disrepute or damages their reputation or goodwill.
- 4.7 INSERT NAME OF MNO shall be entitled to require INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO to confirm at any time that it is compliant with this Agreement, including by answering any specific questions that INSERT NAME OF MNO may have in respect of INSERT NAME OF TECHNICAL SERVICE PROVIDER's Processing of the NAME OF MNO Data, Documentation or Results or INSERT NAME OF NSO's use of the

Documentation or Results, together with any available supporting evidence (which shall be confidential information). INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO each shall provide any such confirmation of compliance, evidence and answers accurately to the best of their knowledge and as soon as reasonably practicable. INSERT NAME OF MNO shall be entitled to suspend INSERT NAME OF TECHNICAL SERVICE PROVIDER and Processing of NAME OF MNO Data and Documentation and/or INSERT NAME OF NSO's processing or use of Documentation during any such process and/or thereafter if INSERT NAME OF MNO is not reasonably satisfied with INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO's response(s).

5 Governance

- 5.1 The Parties shall convene a quarterly management call with representatives from each Party to provide ongoing oversight of progress across the Project including but not limited to reviewing the progress against milestones.

6 Term and Commencement

- 6.1 This Agreement shall become effective on the date on which the last party to sign shall have signed and dated it ("Effective Date") and shall continue in full force and effect for a period of five (5) years from the Effective Date ("Term") unless earlier terminated in accordance with the provisions of Clause 7 (Termination).
- 6.2 If any Party wishes to renew this Agreement for another five (5) years, it shall give a written notice of its intention to renew the Agreement at least one (1) month prior to the expiration of the Term.
- 6.3 Each Data Processing Agreement shall commence on the effective date agreed in writing by the Parties for such Data Processing Agreement and shall continue in full force and effect until either Party gives written notice to the other Party of the termination of such Data Processing Agreement. For clarity, in the case of the Data Processing Agreement included as Appendix 2 of this Agreement, it shall have the same effective date as the Agreement.
- 6.4 Upon termination of this Agreement:
- 6.4.1 each Party shall, within two (2) working days return or delete all confidential information of the other Party, unless retention is required by law or regulation or expressly permitted by the other Party or, in relation to any NAME OF MNO Data, Documentation or Results, unless INSERT NAME OF MNO approved its publication in accordance with clause 11;

- 6.4.2 all rights and authorisations granted by one Party to the other Party under this Agreement shall cease immediately;
- 6.4.3 any accrued rights of the Parties as at the date of such termination shall not be affected by termination, and termination shall not bring to an end any provision of the Agreement which expressly or impliedly comes into force or continues in force on such termination.

7 Termination

- 7.1 Any Party may terminate this Agreement immediately if:
 - 7.1.1 A Party becomes insolvent; or
 - 7.1.2 A Party commits a material breach of this Agreement and (in the case of a remediable breach) fails to remedy the breach after receiving 30 days' written notice to do so from any Party; or
 - 7.1.3. The data processing activities become unlawful whether under the INSERT RELEVANT LEGISLATION FOR COUNTRY and the General Data Protection Regulation (EU) 2016/679 or any other law or regulation relating to data protection or the activities anticipated to be undertaken as a part of this Agreement.
- 7.2 Any Party may terminate this Agreement upon giving the other Parties Thirty (30) days prior written notice.

8 Intellectual Property Rights

- 8.1 Each Party shall retain ownership of its own Intellectual Property (IP) prior to entering into this Agreement along with any background IP. Nothing in this Agreement shall amount to an assignment or transfer of any Intellectual Property Rights (IPR) owned by any Party prior to entering into this Agreement. Any and all IPR in the NAME OF MNO Data and Documentation, shall remain with INSERT NAME OF MNO. Except for INSERT NAME OF TECHNICAL SERVICE PROVIDER's right to process the NAME OF MNO Data and Documentation, and INSERT NAME OF NSO's right to process the Documentation, as expressly granted in this Agreement, INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO shall not acquire any title, rights of ownership, or IPR of whatever nature in the NAME OF MNO Data and Documentation or in any copies of it.
- 8.2 INSERT NAME OF TECHNICAL SERVICE PROVIDER shall own any foreground IPR in the Results including but not limited to those arising from or in connection with the Results. However, INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO's use of such Results will be subject to INSERT NAME OF MNO's prior

approval in accordance with the obligations and requirements in clause 12.

- 8.3 In addition, INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO hereby grant to INSERT NAME OF MNO a non-exclusive, perpetual, royalty free and unlimited licence in the foreground IPR in clause 8.2 for the Purpose, as defined in Appendix 2 (Data Processing Agreement). For the avoidance of doubt, INSERT NAME OF TECHNICAL SERVICE PROVIDER AND ANY IP TO BE STIPULATED
- 8.4 INSERT NAME OF MNO agrees not to assert the IPR identified in 8.2 against publications approved by INSERT NAME OF MNO in accordance with clause 12.
- 8.5 Code, reports, articles, statistics and models that INSERT NAME OF TECHNICAL SERVICE PROVIDER or INSERT NAME OF NSO develop under this Agreement will be released by INSERT NAME OF TECHNICAL SERVICE PROVIDER and/or INSERT NAME OF NSO under SPECIFY METHOD (OPEN SOURCE/LICENCED ETC), except any code or information considered by any of the Parties as commercially sensitive and therefore confidential.

9 Funding

- 9.1 Funding has been secured SPECIFY ANY NECESSARY DETAILS {TIMING, AMOUNTS ALREADY SECURED}
- 9.2 INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO shall collaborate to explore possible funding sources for the execution of the object of this Agreement for the remainder of the term of the Agreement.

10 Liability

- 10.1 INSERT NAME OF TECHNICAL SERVICE PROVIDER and INSERT NAME OF NSO shall, to the extent permitted by law, indemnify INSERT NAME OF MNO (the “**Indemnified Party**”) and keep the Indemnified Party fully and effectively indemnified against all Losses incurred or suffered by the Indemnified Party as a result of or arising out of the respective acts or omissions of each of INSERT NAME OF TECHNICAL SERVICE PROVIDER or INSERT NAME OF NSO for:
- 10.1.1 any Processing of the NAME OF MNO Data, Documentation and/or Results in violation of this Agreement, and/or
- 10.1.2 any claim brought against the Indemnified Party for any actual or alleged infringement of a third party’s intellectual property rights arising out of any publications made by INSERT NAME

OF TECHNICAL SERVICE PROVIDER or INSERT NAME OF NSO, respectively, containing any NAME OF MNO Data, Documentation or Results.

10.2 Liability under this indemnity is conditional on the Indemnified Party discharging the following obligations. If any third party makes a claim, or gives notice of an intention to make a claim, against INSERT NAME OF MNO which may reasonably be considered likely to give rise to a liability under this indemnity (the "Claim"), the Indemnified Party shall:

10.2.1 as soon as reasonably practicable, give written notice of the Claim to INSERT NAME OF TECHNICAL SERVICE PROVIDER or INSERT NAME OF NSO, specifying the nature of the Claim in reasonable detail;

10.2.2 be deemed to have given to INSERT NAME OF TECHNICAL SERVICE PROVIDER or INSERT NAME OF NSO at its own expense sole authority to avoid, dispute, compromise and defend the Claim; and

10.2.3 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of INSERT NAME OF TECHNICAL SERVICE PROVIDER or INSERT NAME OF NSO (such consent not to be unreasonably conditioned, withheld or delayed).

10.3 Nothing in this Agreement shall exclude or limit the liability of a Party:

10.3.1 for death or personal injury caused by a Party's negligence;

10.3.2 for fraudulent misrepresentation or fraud; and

10.3.3 for breach of confidentiality.

10.4 Exclusions: Subject to clause 10.3 no Party shall have any liability under this Agreement for any losses suffered by any other Party whether such losses constitute direct or indirect loss even if such losses or the possibility of liability being incurred was advised in advance for: (i) loss of profits; (ii) loss of opportunity; (iii) loss of business; (iv) depletion of goodwill or similar losses; (v) loss of anticipated savings; (vi) loss of goods; (vii) loss of contract; (viii) loss of opportunity; (ix) pre-contract expenditure; and/or (x) for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.5 Subject to clauses 10.3 and without prejudice to clause 10.4 (exclusions) the Parties agree for the Term of the Agreement:

10.5.1 INSERT NAME OF MNO 's total liability under or in connection with this Agreement to the other Parties in aggregate shall be limited to the total of 500,000 USD;

10.5.2 INSERT NAME OF NSO total liability under or in connection with this Agreement to each of the other Parties shall be limited to the amount of 1,000,000 USD; and

10.5.3 INSERT NAME OF TECHNICAL SERVICE PROVIDER's total liability under or in connection with this Agreement to each of the other Parties shall be limited to the amount of 1,000,000 USD.

10.6 INSERT NAME OF NSO and INSERT NAME OF TECHNICAL SERVICE PROVIDER shall operate as separate processors under this Agreement. INSERT NAME OF NSO and INSERT NAME OF TECHNICAL SERVICE PROVIDER shall not act as joint processors having joint and several liability.

11. Confidentiality and Press Releases

11.1 This Agreement and any information in or about this Agreement that is not publicly available is confidential. Such confidential information may be disclosed by a Party to their employees and individual contractors only, strictly on a need-to-know basis, unless otherwise agreed in writing between the Parties.

11.2 Any form of publication by a Party such as but not limited to academic publications and press releases connected with the co-operation is not permitted without the prior written consent of the other Parties as described in clause 12.

11.3 Clause 11.1 does not apply to information that:

11.3.1 is obtained from a source other than one of the Parties and such source did not require the Parties to hold such secrets or information in confidence and did not limit or restrict such Parties' use thereof;

11.3.2 becomes public knowledge other than through the fault of any of the Parties;

11.3.3 is required to be disclosed by any competent legal or regulatory authority; or

11.3.4 is permitted to be used or disclosed pursuant to the terms of a separate agreement between the Parties in which case such use or disclosure shall be governed by the terms of the relevant agreement.

12. Publication and disclosure of results

12.1 All publications shall make reference and/or acknowledge all the Parties in the collaboration.

12.2 INSERT NAME OF MNO shall have the right to approve the publication and disclosure of the results as follows:

12.2.1 Aggregated CDRs

12.2.1.1. Aggregated CDRs listed in *Appendix 6 - Approved Anonymised Aggregates* are pre-approved for disclosure to INSERT NAME OF NSO for use as per the Purpose. This includes onward disclosure of the said aggregates to Government of INSERT NAME OF COUNTRY Ministries, Departments and Agencies, but excludes onward disclosure to other third parties.;

12.2.1.2. Aggregated CDRs listed in *Appendix 6 - Approved Anonymised Aggregates* and/or any other aggregated CDRs not listed will only be disclosed to other third parties after INSERT NAME OF MNO has approved their onward disclosure (see clause 12.3);

12.2.1.3 Aggregated CDRs not listed in *Appendix 6 - Approved Anonymised Aggregates* will only be disclosed to INSERT NAME OF NSO after INSERT NAME OF MNO has approved their onward disclosure. Such aggregates will only be added to the list of approved aggregated CDRs for regular, future onward distribution to INSERT NAME OF NSO by means of the signing an addendum to this Agreement as specified in clause 18.

12.2.2. Derived Products of the Aggregated CDRs

12.2.2.1 Derived Products of the Aggregated CDRs listed in Appendix 6 which are produced by any of the Parties or any Government of INSERT NAME OF COUNTRY Ministries, Departments and Agencies and which are intended to be used for the Purpose, including sharing with the Parties or any Government of INSERT NAME OF COUNTRY Ministries, Departments and Agencies, but which are not intended to be publicly disclosed, are considered pre-approved. For the purposes of this clause Derived Products means visualisations of the data (e.g. graphs, maps, tables) used in presentation slide

decks, draft reports and non-public interactive dashboards.

12.2.2.2 Derived Products of the Aggregated CDRs not listed in Appendix 6 will only be disclosed to INSERT NAME OF NSO after INSERT NAME OF MNO has approved their onward disclosure.

12.2.2.3 Publications of Derived Products of the Aggregated CDRs (both pre-approved and others), including those which are produced by any of the Parties or any Government of INSERT NAME OF COUNTRY Ministries, Departments and Agencies, and which are intended to be publicly disclosed, will be provided to INSERT NAME OF MNO at least thirty (30) days prior to any such publication. INSERT NAME OF MNO shall have the right to review and approve any such publication or require removal or changes to any parts of the publication that constitute INSERT NAME OF MNO confidential information.

12.3. Authorised Recipients

12.3.1 INSERT NAME OF NSO can share Aggregated CDRs listed in Appendix 6 or aggregates approved by INSERT NAME OF MNO as per clause 12.2.1.3 with a Government of INSERT NAME OF COUNTRY Ministry, Department and Agency (MDA) provided the MDA signs a mutual Non-Disclosure Agreement with INSERT NAME OF NSO to agree that the Aggregated CDRs it will obtain will not be made available to any others. Such NDA will be provided to INSERT NAME OF MNO prior to distribution of any aggregates.

12.3.2 INSERT NAME OF TECHNICAL SERVICE PROVIDER may, on receipt of written approval from INSERT NAME OF MNO, transfer any of the aggregated CDRs described in Appendix 6 or approved as per clause 12.2.1.2 to a specific third party other than INSERT NAME OF NSO within a specific stipulated time period and for a specific purpose. The third party specified shall become an Authorised Recipient.

12.4 The approval by INSERT NAME OF MNO of the publication and disclosure of the results shall not be unreasonably withheld or delayed. If INSERT NAME OF MNO withholds any approval it shall

on written request deliver to INSERT NAME OF NSO a written statement giving the reasons for its refusal. The failure to respond in writing within 15 days shall be deemed approval of the publication, provided that INSERT NAME OF NSO gives written notice requesting a response at least 3 business days prior to the expiration of the specified time period, if any.

13. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or request shall be deemed to have been given or made when delivered by a Party to the recipient Party or Parties at the addresses detailed below. Any notice shall be deemed to have been duly received (i) if delivered personally, when left at the address and for the contact referred to in this clause; (ii) if sent by recorded delivery, at 9.00 am on the fifth business day after posting; (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or (iv) if sent by fax or email (as an attachment), upon receipt of successful transmission during any business day.

For INSERT NAME OF MNO

Title:
Name:
Address:
Tel No:
Email:

For INSERT NAME OF NSO

Title:
Name:
Address:
Tel No:
Email:

For INSERT NAME OF TECHNICAL SERVICE PROVIDER

Title:
Name:
Address:
Tel No:
Email:

14. Assignment

No Party shall assign, transfer, novate or otherwise dispose of or deal with this Agreement or any part of it without the prior written consent of the other Parties.

15. Rights of third parties

This Agreement is made solely and specifically between and for the benefit of the Parties and is not intended to be for the benefit of and shall not be enforceable by any person who is not named at the date of this Agreement as a party to it.

16. Severability

If any provision in this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement. Upon a determination that any term or other provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

17. No Partnership/Agency

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise a Party to act as agent for any other, and the Parties shall not have authority to act in the name or on behalf of or otherwise to bind the others in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18. Variations and Amendments

The Parties may from time to time, by agreement in writing, add to, substitute for, cancel or vary all or any of the provisions of this Agreement for the purpose of more efficiently or satisfactorily implementing or facilitating any of the subject matter of this Agreement. A variation of this Agreement shall be void and of no legal effect unless it is in writing and signed by the parties (or their authorised representatives).

19. Counterparts

This Agreement may be signed in any number of counterparts, each of which, when signed, shall be an original and all of which together evidence the same agreement. For the purposes of completion, faxed or scanned signatures by the Parties' legal advisers shall be binding. Any Party who provides a faxed or scanned signed counterpart to the other Parties on completion agrees to provide original, signed counterparts to the other Parties.

20. Entire Agreement

This Agreement supersedes any previous agreement between the Parties and represents the entire agreement between the Parties in relation thereto. Each Party acknowledges that it has not entered into this Agreement in reliance wholly or partly on any representation or warranty made by or on behalf of any other Party (whether orally or in writing) other than as expressly set out in this Agreement and waives all rights and remedies which might otherwise be available to it, except nothing in this Agreement shall limit or exclude any liability of a Party for fraud.

21. Dispute Resolution and Governing Law

This Agreement and any obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of INSERT NAME OF COUNTRY. For the avoidance of doubt, the Parties hereto agree that all activities undertaken in this Agreement shall be in accordance with SPECIFY ANY LEGISLATION OF RELEVANCE and the General Data Protection Regulation (EU) 2016/679.

Any dispute arising from or in connection with this Agreement shall be settled amicably. In the event that the Parties fail to settle a dispute amicably within thirty (30) days from the date of receipt of notification of a dispute by a Party, the Parties hereby agree to binding arbitration. The arbitration shall be conducted in accordance with SPECIFY RELEVANT LAW/S or any statutory modification or re-enactment thereof for the time being in force. The place of arbitration shall be SPECIFY CITY, INSERT NAME OF COUNTRY. The language of arbitration shall be English. The arbitral tribunal shall consist of one arbitrator who shall be appointed by the Parties. In the event that the Parties fail to agree on the appointment of the arbitrator within fourteen (14) days of notification for the appointment, the arbitrator shall be appointed by the INSERT NAME OF COUNTRY Arbitration Centre. The costs of arbitration, including administrative fees and the arbitrator's fees, shall be shared equally by the parties. The arbitrator may award reasonable attorneys' fees to the prevailing party in addition to any other relief. The arbitrator's award shall be subject to any applicable limitations on liability contained in this Agreement. The decision of the arbitrator shall be final and binding on the parties and may be enforced in any court having jurisdiction.

22. CLAUSE REGARDING ROLE OF TECHNICAL SERVICE PROVIDER IN CERTAIN CIRCUMSTANCES [redacted]

23. Force Majeure

23.1. Neither Party shall be liable in the event of non-performance of its obligations under this Agreement due to delays caused by Force

Majeure.

23.2 For the purposes of this Agreement, an event of "Force Majeure" means any circumstance, event or condition (or combination thereof), including fire, flood, typhoon, hurricane, explosion, earthquakes, war mobilization, riots, civil disorder, embargoes, pandemics, supply chain and logistics problems arising from any of the aforementioned, affecting the capability of either Party to perform its contractual obligations, national and local strikes which do not relate to only the workforce of either Party, and any other act of God, beyond the reasonable control, directly or indirectly, of the affected Party (the "Affected Party") but only to the extent that:

- (a) such circumstance, event or condition, despite the exercise of diligence, cannot be prevented, avoided or overcome by the Affected Party;
- (b) such circumstance, event or condition affects the ability of the Affected Party to perform its obligations under or pursuant to this Agreement;
- (c) the Affected Party has taken all reasonable precautions, due care and measures to prevent, avoid or overcome the effect of such circumstance, event or condition on its ability to perform its obligations under this Agreement and to mitigate its consequences; and
- (d) such circumstance, event or condition is not the direct result of a breach or failure by the Affected Party to perform any of its obligations under the Applicable Law or this Agreement.

23.3. A Party, claiming the benefit of a force majeure ("Affected Party") shall within two (2) Business Days of the occurrence of the Force Majeure Event notify the other Parties in writing of the Force Majeure Event, the date on which it started and the effect on the ability of the affected Party to perform any of its obligations under this Agreement. The obligations of the Affected Party shall be suspended during the period in which the Force Majeure Event continues. If the Force Majeure Event ceases to exist, the Affected Party shall resume performing the obligations and shall notify the unaffected Parties in writing.

23.4. If the Force Majeure Event prevents or delays the performance of the Affected Party's obligations for a continuous period of seven (7) Business Days, any other Party not affected by the Force Majeure Event may initiate the termination of this Agreement by giving the other Parties seven (7) days written notice.

24. Waiver

- 24.1. The failure of a Party to exercise or the delay in exercising a right or remedy provided under this Agreement or by Applicable Law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 24.2. A waiver by a Party of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation.
- 24.3. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

25. Further Assurance

- 25.1. Each Party shall, from time to time and at all times after the Agreement Date, execute all such deeds and documents and do all such things as the other Party may reasonably require for the purpose of giving the Parties the full benefit of the provisions of this Agreement.
- 25.2. Each Party agrees that it shall, in the event that any changes or amendments are required by any governmental or administrative authority competent to require the change to the terms of this Agreement, enter into discussions in good faith in respect of such requirements.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands on the day and year first above written.

<p>Signed for and on behalf of INSERT NAME OF COUNTRY (INSERT NAME OF MNO)</p> <p>Name:</p> <p>Position:</p>	<p>Witnessed by:</p> <p>Name:</p> <p>Position:</p>
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<p>Signature:</p> <p>Date:</p>	<p>Signature:</p> <p>Date:</p>
<p>Signed for and on behalf of INSERT NAME OF NSO</p> <p>Name:</p> <p>Position:</p> <p>Signature:</p>	<p>Witnessed by:</p> <p>Name:</p> <p>Position:</p> <p>Signature:</p> <p>Date:</p>
<p>Signed for and on behalf of INSERT NAME OF TECHNICAL SERVICE PROVIDER</p> <p>Name:</p> <p>Position:</p> <p>Signature:</p>	<p>Witnessed by:</p> <p>Name:</p> <p>Position:</p> <p>Signature:</p> <p>Date:</p>