



**GLOBAL KNOWLEDGE PARTNERSHIP ON MIGRATION AND DEVELOPMENT  
(KNOMAD)**

**Thematic Working Group on Internal Migration and Urbanization**

**Call for Proposals**

**COVID-19 Impact on Internal Migration, Labor Markets and  
Urbanization**

The Global Knowledge Partnership on Migration and Development (KNOMAD) is a global hub of knowledge and policy expertise on migration and development. KNOMAD aims to create and synthesize multidisciplinary knowledge and evidence; generate a menu of policy options for migration policy makers; and provide technical assistance and capacity building for pilot projects, evaluation of policies, and data collection.

KNOMAD is supported by a multi-donor trust fund established by the World Bank, The European Commission, and Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH commissioned by and on behalf of the German Federal Ministry for Economic Cooperation and Development (BMZ), and the Swiss Agency for Development and Cooperation (SDC) are the contributors to the trust fund.

Global Knowledge Partnership on Migration and Development (KNOMAD) is seeking for proposals for “COVID-19 Impact on Internal Migration, Labour Markets and Urbanization” research to be held under the 2020 –2022 work program of the Thematic Working Group (TWG) on Internal Migration and Urbanization. The detailed Terms of Reference (ToR) is attached as Annex I.

The Call is open for research institutes/firms worldwide including those operating in Brazil, Egypt, India, Peru, Spain, South Africa. We especially encourage research institutions from the countries mentioned above to submit proposals.

Technical and financial proposals for this research should include the methodology, the budget, and the team composition (including specific experiences and expertise).

**Please submit proposals no later than April 20, 2021**, to Sonia Plaza (the KNOMAD focal point) via [splaza@worldbank.org](mailto:splaza@worldbank.org).

**Budget:** Up to 16,000 USD for one applicant/organization for accomplished the tasks described in the annex for each country.

**Eligible candidates:** Any type of research/consultant organization (commercial for-profit firms, educational institutions, non-profit organizations, universities) is eligible to apply. Applicants may apply independently or in a consortium, provided that the consortium has a pre-established partnership prior to when this request for applications was issued.



**Organized by**  
**THEMATIC WORKING GROUP ON**  
**INTERNAL MIGRATION AND URBANIZATION**  
**of**  
**THE GLOBAL KNOWLEDGE PARTNERSHIP ON MIGRATION AND**  
**DEVELOPMENT (KNOMAD)**

**Chair:** Irudaya Rajan – The International Institute of Migration and Development,  
India

**Co-Chair:** Stephanie Loose –Focal point for the work on migration and  
displacement, UN-Habitat

**Focal point:** Sonia Plaza, Senior Economist, KNOMAD/World Bank



## ANNEX 1

# **Terms of Reference for Survey Firm Study of COVID-19 Impact on Internal Migration, Labor Markets and Urbanization in Brazil, Egypt, India, Peru, South Africa and Spain**

### **I. Background**

The COVID-19 has created large-scale distresses and economic disruption globally, but specifically in the selected countries, which resulted in labor market disruptions in their economies. The lockdowns and the shutdown of the economic activities caused loss of income for many migrant workers and were especially difficult for those whose livelihoods are dependent upon daily wages. Increased vulnerability of internal (and international migrants with irregular migration status or without work permit) has given way to an instantaneous and unexpected trend of return migration for many, from the major urban areas to their areas of origin (including rural or other urban areas).

In some cases (i.e., in Brazil, Peru and India), many migrants (those in urban areas, but also those who returned to their places of origin) face precarious living conditions (lack of access to basic services such as nutrition, education, healthcare and housing) and are exposed to social exclusion due to being pictured as disease transmitters or “as unsuccessful”. In other countries (i.e., Egypt, Spain and South Africa), due to the COVID-19 crisis, national lockdown policies had drastic impacts on the mobility of both internal and international migrants, labour markets and urbanization dynamics.

Recent survey results raised questions about how well existing surveys capture the socio-economic conditions of internal migrants due to COVID-19. Current migration surveys do not properly capture the socio-economic conditions of internal and return migrants due to sampling bias and data collection challenges..

Improving COVID-19 responses to support internal migrants will first and foremost require a better understanding of their current situation and needs and challenges or reintegration. To obtain that better understanding, the KNOMAD Thematic Working Group (TWG) on Internal Migration and Urbanization of the World Bank is implementing a research project titled “The impacts of COVID-19 on Internal Migration, Labour Markets and Urbanization”, in six countries and twelve cities (two cities from each country) to understand the internal migration patterns of which have been heavily impacted by the COVID-19 pandemic. The countries selected include: Brazil, Egypt, India, Peru, South Africa and Spain with the aim to inform more effective interventions

The overall objective of this research project is to 1) understand the impacts of COVID-19 on internal migration dynamics and urbanization patterns, 2) provide insights into changed internal migration patterns in different regions through a cross-national comparison and 3) contribute to evidence base for the local and central government actors to address migrants’ vulnerability.



The study will involve undertaking a survey to obtain more representative socio-economic data of internal migrants and capture detailed information on access to labor markets of the internal migrants, access to services in host and return destination and on their dynamics of reintegration. This survey will be implemented using sampling techniques more appropriate to mobile populations and survey instruments more tailored to mobile populations. It will be complemented by qualitative data collection through Focus Group Discussions (FDGs).

## **II. Objectives**

The World Bank is seeking a consultant research firm to plan and implement a survey on the “Impacts of COVID 19 on “internal migrants”, their socio-economic characteristics, access to labor markets and social services and their strategies to mitigate the impacts of COVID-19. Qualitative data will cover policies and programs to support internal migrants at the local and national level, impact on service delivery and access to services by internal returnees. Data collection is based on agreed design and instruments provided by the KNOMAD/World Bank task team. The research firm shall report to the KNOMAD Chairs, KNOMAD focal point and the World Bank Task Team Leader for this activity.

## **III. Scope of Work**

The consultant’s main responsibility is to implement quantitative and qualitative data collection among internal migrants in the selected countries using an appropriate methodology. Data will be collected in two cities for each country. Draft survey instruments shall be provided by the KNOMAD/World Bank to the selected survey firm for finalization. The World Bank will also provide the firm with the Primary Sampling Units for the survey. Four main activities shall therefore be conducted under this consultancy:

(i) *Inception report* – the firm will conduct a desk review of existing information on internal migration, including government programs, existing data of migrant workers impacted by COVID-19. The firm will prepare an inception report presenting the data collection methodology, the proposed work plan, and possible methodology to also administered the survey in suburban and rural areas within and adjacent to the two cities selected.

(ii) *Survey development, sampling design, methodology pilots and migrants selection* – As a key part of its proposal, the firm should propose a sampling approach for the two cities in the country where the study is conducted with the goal of ensuring adequate representation of internal migrants in the study population, using two or more stages, taking into account sample frame limitations associated with using available census or other data and difficulties of finding sample households with in-migrants or internal migrants. The proposal must describe the sample frame to be used and how sufficient internal migrants will be identified. More precisely, the sampling frame should be able to identify internal migrants. Sample selection will be developed jointly by the firm and KNOMAD.



The firm will run validation pilot for the selected sampling methodology and pre-test of the survey, including debriefing to the KNOMAD/World Bank on any problems encountered. By nature, mobile populations are hard to reach, rendering traditional sampling methodologies inappropriate for surveying mobile populations. A pilot is required to test alternative methods of finding internal migrants. The firm will then be responsible for piloting the draft survey in urban and rural areas, with 50 observations in the respective country.

This pilot will be conducted for 500 migrants in each county in total, covering two cities in the country. The firm and KNOMAD will use information gathered from this pilot to finalize the sampling methodology, select the sample. The firm will then be responsible for selection of households within the PSUs.

(iii) *Quantitative interviews* - The survey firm will conduct 500 migrant interviews in the two cities in the selected country using a questionnaire designed to measure internal migrants socio-economic characteristics, impact of COVID-19 on internal migrants, access to services, access to jobs and employment experience. Tentative modules and target respondents for the migrant questionnaire and community questionnaires are presented in Table 1 and Table 2 below. Overall, both the migrant questionnaire and the community questionnaire should be administered in not more than 60 minutes. The interviews will be conducted either face to face at the two cities in the selected country and the relevant community offices and community key informant interviews, respectively or using alternative survey methods (compliant to the COVID-19 situation in the country). The survey shall be conducted using CAPI, with GIS enabled devices to capture the geolocations of the migrants and use with other aides to guide fieldworkers to target respondent locations.

**Table 1: Migrant Questionnaire Structure and Target Respondents**

Module	Type of information	Target Respondent
Migrant roster	Gender-aggregated, demographic profile, main economic activity, migration status Employment before leaving the city Savings before leaving the city Land ownership (if applicable) Reasons for loss of Employment Wages Amount of Remittances Housing situation (before leaving the city) and access to services and Civic Amenities; Main reasons for leaving the city and other strategies to mitigate the social and economic impacts of COVID-19;	Migrant
Migrant characteristics		



Education	Adults - literacy, highest education completed; any information on vocational trainings; Children (<18) - school attendance, school characteristics, distance to school, residential status, community means	Migrant
	Drop-out - timing of drop out, reasons, current activities, previous school characteristics	Youths (14 – 25 age group), [all drop outs]
Livelihoods	Income sources (more detailed - e.g. across different seasons) - Social Assistance, Food Assistance, housing assistance; Mobility – regular movements during the year before COVID-19/ settlement patterns; out-migration; changes in behavior due to COVID-19;	internal migrant
Shocks	Incidence of shocks (including climate related) Coping mechanisms (Individual, Community and Local, State and Central governments) Adaptation	internal migrant
Consumption & Expenditure	Food consumption Non-food consumption and main areas of spending Food Security Dietary diversity - Household	Most knowledgeable household member

**Table 2: Community Questionnaire Structure and Target Respondents**

- 1) national and local measures of pandemic governance (key policies and programs by the government at the local and national level);
- 2) economic and social changes (key economic, demographic and social indicators for understanding structural changes);
- 3) transformations in the labour market (the occupational areas and challenges?) for the migrant workers in cities and places of origin);
- 4) impacts on local governance and service delivery in host and return destinations (changes in patterns or demand in service delivery, new mechanism, i.e. policies, programs, projects and practices);
- 5) impacts on migrants’ access to services and the degree to which migrants could benefit from the offered services and what barriers there were;
- 6) dynamics of reintegration (where applicable) (indicators for social inclusion/exclusion, support for access to jobs, etc.).

Module	Type of information	Target Respondent
Community Characteristics	Livelihoods – major economic activities, crops, settlement patterns, etc Connectivity – proximity to other cities, towns, markets, production areas, borders etc Resources – water, land etc Shocks – droughts, flooding, conflict, etc	Local government authorities; Community Leader
Government and NGO programs	Key policies and programs to support migrants by the Government (housing, employment, services) Infrastructure investment programs Natural resources management programs Livelihood programs Service provision programs Safety net - and Humanitarian Assistance	Local government authorities; Community Leader



	Disaster response/mitigation programs	
Service Availability	Impact on service delivery due to = migrant workers leaving the city; Infrastructure services – transport services, markets, irrigation infrastructure, water supply and electricity	Local government authorities; Community Leader
	Access to education services	Education Officer
	Access to Health Services – health center availability, quality of infrastructure, key services provided, staff availability.	Health Officer
	Easy access to business and employment opportunities for migrant workers;	Local government authorities;

(iv) *Qualitative interviews* –The survey firm will conduct focus group discussions in the two cities with selected return migrants equally distributed across cities. Separate FGDs would be held with adult females, adult males and out of school youths. These FGDs must be conducted in a culturally sensitive manner.

#### IV. Roles and responsibilities of the consultant research firm

The specific responsibilities of the consultants during this exercise are:

- 1) **Survey preparation** –Finalize and translate questionnaires, draft survey manuals and implementation plan.
- 2) **Data collection**– the consultant shall be responsible for both quantitative and qualitative data collection for the (i) sampling pilot, (ii) household questionnaire, (iii) community questionnaire, and (iv) FDGs instruments. The process will include the following activities:
  - a. Staffing – mobilize enumerators, supervisors, data entry clerks, data entry manager and qualitative experts
  - b. Training – prepare training materials and field manual and conduct enumerator, supervisor and FGDs moderator training
  - c. Data collection – (i) develop a field plan which includes: survey team composition, field structure; proposed time for training and data collection; logistic arrangements and obtaining necessary permissions, (ii) sampling of migrants and FGD participants in selected cities, (iii) deploy a team of enumerators, field supervisors and qualitative experts to collect data from selected migrants and community questionnaire respondents, (iv) provide quality assurance for the data collection process by reviewing the completed interviews for consistency and accuracy and making call-backs for a predetermined proportion of the sample



- 3) **Data entry and documentation**– the firm shall be responsible for data entry and management using its own data server but granting the KNOMAD/World Bank team access to real time raw data collected. Specifically, the survey firm shall
  - a. Develop a data entry program for the migrant and community questionnaires.
  - b. Transcribe and code qualitative data responses
  - c. Provide supervision and oversight for the data entry process to ensure compliance with quality standards, cleaning and monitoring incoming data.
  - d. Produce a full clean database of the survey information and make this available in electronic non-proprietary software (CSV, Excel, or STATA).
  - e. Produce meta-data for the survey.
- 4) **Analysis and report writing** – analyze qualitative data and produce a qualitative data analysis report following agreed report structure for the two cities and for the country. This report will serve as background paper.
- 5) **Contributions to the overall study** – on the impact of COVID-19 on Internal Migration.

## **V. Outputs**

1. Inception report
2. Survey development, sampling pilot data, questionnaire and report – mini-dataset for the sampling pilot and pilot assessment report.
3. Final questionnaires – finalize quantitative survey questionnaires in English and other languages (depending on the country) with accompanying guidelines for implementation.
4. FGD instruments – final FGD instruments for each of the target groups, and interview guides in English and native language.
5. Survey implementation plan – constituting the field plan (specifying the survey organization), field protocol (describes the procedures of the data collection process, including communication with Non-English speakers), data management plan and field manual.
6. Completed training of enumerators and field supervisors.
7. Clean quantitative survey datasets in STATA formats, with unique identifiers for all internal migrants. The data must contain variable and value labels and be presented in a hierarchical format.
8. Adequate documentation accompanying the survey dataset and survey implementation report
9. FGD transcriptions and accompanied coded data and documentation
10. FGD report
11. Cities report and background paper
12. Contributions to the overall study



All documents and reports must be submitted in 2 copies, one in Word format and another in PDF format. Similarly, all quantitative survey datasets must be submitted in STATA format.

## VI. Activity Details and Timelines

This activity is expected to be completed over a period of 8 months from beginning of April to end of December. The specific timeline and deliverables are presented below:

Activity	Deliverables	Timeline
<b>Preparatory Work</b>	1. Inception Report	May 20, 2021
<b>Sampling Pilot</b>	2. Pilot data and report	June 15, 2021
<b>Survey Instruments</b>	3. Final migrant and community questionnaires 4. FDG instruments and interview guides	June 30, 2021 June 30, 2021
<b>Field work preparations</b>	5. Survey implementation plan 6. Completed training of enumerators	July 8, 2021 July 20, 2021
<b>Data collection, entry and validation</b>	7. Clean data sets	August in the field August 31, 2021
<b>Quantitative survey Reporting</b>	8. Survey meta data (data documentation) and Survey implementation report	September 15, 2021
<b>Qualitative survey reporting</b>	9. FGD group transcripts and coded data 10. FGD report	September 30, 2021 September 30, 2021
<b>Cities report and background paper</b>	11. Develop a comprehensive report (“city reports”) for each selected cities in each country; 12. Prepare a draft report (one for the country), comparing the two cities	October 15, 2021
<b>Contributions to the overall study</b>	13. Contribute and review overall study	October 30, 2021

## VII. Compensation

The consultant will be paid in 5 disbursements according to the following schedule:

1. 10% upon signing the contract
2. 25% upon submission of deliverables 1-4
3. 20% upon submission of deliverable 5 -6
4. 30% upon submission of deliverables 7-10
5. 15% upon submission of deliverables 11-13

## VIII. Consultant Qualifications

The survey firms must have the following qualification at the institutional and key staff levels



#### *Firm qualifications*

- The firm must have demonstrated at least 8 years of experience in high quality economic research in the proposed countries (mainly in the country that the firm will undertake the surveys)
- Must have demonstrated experience to run research projects that involve primary data collection in the past 5 years
- Must have demonstrated experience in conducting surveys among migrants and internal migrants in the selected countries.
- Must have demonstrated capabilities to quickly mobilize enumerators with short notice in the selected country and have the necessary infrastructure and equipment in place to run an efficient data collection, entry and management process. This includes GIS enabled CAPI data collection devices

#### *Key staff qualifications*

##### A: Project/Survey Manager

- At least a Masters degree in a social sciences field is a must.
- At least 7 years of experience managing large scale data collection at the household level/migrant level. Previous experience with implementation of surveys in the cities/countries selected and experience in surveying rare populations including migrants is required.
- At least 5 years proven experience with data quality assurance mechanisms (field work management, data entry programming, etc.) required.
- Proven ability to facilitate communication between different stakeholders, government, non-government is required.
- Ability to communicate in local languages is required.

##### B: Data Manager

- At least a bachelor's degree in a quantitative or IT related field is a must.
- Data entry proficiency and ability to organize data entry for the purposes of analysis is required.
- Experience in programming and implementing a data entry in computer (including mobile and tablet devices) assisted data collection platforms is a must.
- Familiarity with STATA is strongly preferred.
- Proven capacity to deliver accurate, cleaned data collection.

##### C: Qualitative Research Facilitators/Moderators

- At least a Masters degree in a social sciences field is required.
- At least 7 years of experience in conducting qualitative studies on complex socio-economic topics in Ethiopia is required.
- Demonstrated experience conducting FGDs or research focused on pastoral communities is required.



- Proven ability to facilitate communication between different stakeholders, government, non-government is required.
- Ability to communicate in local languages is required.

**D: Enumerators**

- At least an upper-secondary school education is required.
- Has conducted at least one survey using CAPI
- Fluency in English and one of the local languages spoken in the target areas of the survey is required.
- Previous residency, work experience or familiarity of lifestyle in the target regions is preferable.

### **IX. Intellectual Property**

The KNOMAD/World Bank shall, solely and exclusively, own all rights in and to any work created in connection with this agreement, including all data, documents, information, copyrights, patents, trademarks, trade secrets or other proprietary rights in and to the work. The consultant is not allowed to post or publish (electronically or in print) any project-related information without the explicit permission of the KNOMAD/World Bank.

### **X. Confidentiality**

All the data and information collected or received for the purposes of this study will be kept strictly confidential and will be used exclusively to execute the ToR. The Consultancy Firm should comply to all applicable data privacy, protection, security, data breach and related laws, regulations and directives as stipulated in the World Bank Data Privacy.

<http://pubdocs.worldbank.org/en/582191574786833295/Data-Protection-Annex.pdf>

The completed dataset will be the property of the KNOMAD/World Bank. The selected firm may not use the data for their own research purposes, nor license the data to be used by others, without the written consent of the KNOMAD/World Bank. The KNOMAD/World Bank Group exclusively owns all rights in and to any work created in connection with this agreement, including all data, documents, information, copyrights, patents, trademarks, trade secrets or other proprietary rights in and to the work. The selected firm is not allowed to post or publish (electronically or in print) any project-related information without the explicit permission of the KNOMAD/World Bank team.

As part of the proposal, the firm is expected to (i) describe how to ensure confidentiality of data; (ii) how personal data will be dealt with; and (iii) the firm's data protection rules and principles in handling data privacy requirements.

### **XI. Business Continuity**

Consulting firms are requested to submit to the KNOMAD/World Bank, a contingency



plan detailing how they will continue performance of this contract with a minimum of delay, interruption or other disruption in the event of a security or health and safety event which affects the contractor's ability to perform the services. Vendors are advised to check the WBG website to see guidance for vendors in connection with COVID-19

[https://www.worldbank.org/en/about/corporate/procurement/announcements/guidance\\_on\\_COVID-19](https://www.worldbank.org/en/about/corporate/procurement/announcements/guidance_on_COVID-19)

The following contractual clause will be added to the suspension clause of the Bank's General Terms and Conditions.

17.04 Within thirty (30) days after award, Contractor will submit to Purchaser, a contingency plan detailing how Contractor will continue performance of this Contract with a minimum of delay, interruption or other disruption in the event of a security or health and safety event which affects the Contractor's ability to perform the services. In the event Contractor reasonably believes that there is an imminent threat of danger to life or health of the Personnel, Contractor may take immediate action to remove Contractor's Personnel to safety. Contractor shall notify Purchaser of such action as soon as practically possible, but in any event, not later than forty-eight (48) hours after such action has been taken. Purchaser and the Contractor shall immediately discuss and agree upon the measures to be taken, with the expectation that the contingency plan will be the baseline for discussions. Any resulting suspension of work shall be for a maximum of seven (7) days in the first instance. The Purchaser reserves the right to further extend the period of suspension or to terminate the Contract for convenience pursuant to Article 18.01.

## **XII. Data Protection Annex**

### **I. APPLICATION**

1.01 This Data Protection Annex applies in the event that Vendor is required to Process Personal Data on behalf of Purchaser under the Contract.

### **2. DEFINITIONS**

2.01 For the purposes of this Data Protection Annex:

(a) "**Authorized Personnel**" means only those of Vendor's employees, agents, advisors or Subcontractors: (i) who have a need to know or to Process Personal Data, for the Permitted Purpose; (ii) who are bound by legal obligations to protect the Personal Data they Process which are no less rigorous than the obligations imposed on Vendor under this Contract; and (iii) in the case of Subcontractors, who have been pre-approved by Purchaser in writing.

(b) "**Contract**" means, collectively, the following documents between Purchaser and Vendor: the Purchaser Order, the General Terms and Conditions, any special conditions, this Data Protection Annex and any other documents referred to in the Purchase Order.

(c) "**Data Breach**" means any breach of Purchaser's obligations under Article 4 (Data Protection and Privacy) or Article 5 (Data Security) of this Data Protection Annex.



- (d) **“Data Subject”** means the natural living person whose Personal Data is Processed.
- (e) **“Permitted Purpose”** means the Processing of Personal Data solely and exclusively to the extent necessary for Vendor to perform its obligations under this Contract strictly in accordance with its terms and conditions.
- (f) **“Personal Data”** means any information disclosed by Purchaser to Vendor, or otherwise obtained by Vendor on behalf of Purchaser, in relation to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data or combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific, physiological, genetic, mental, economic, cultural or social identity of an individual.
- (g) **“Process”** or **“Processing”** or **“Processed”** means any operation or set of operations which is performed on Personal Data, or on sets of Personal Data, whether or not by automated means, such as accessing, capturing, collecting, extracting, recording, organizing, structuring, storing, adapting, retrieving, intercepting, using, disclosing by transmission, dissemination or otherwise making available, modifying, aligning or combining, restricting, erasing, deleting or destroying.
- (h) **“Purchase Order”** means the Purchase Order issued by Purchaser for the provision of goods or services by Vendor.
- (i) **“Purchaser”** means the International Bank for Reconstruction and Development or the International Finance Corporation as identified in the Purchase Order.
- “Vendor”** means the entity or individual named as the “Vendor” or “Contractor” in the Purchase Order.

### **3. COMPLIANCE**

3.01 Vendor shall comply with all applicable data privacy, protection, security, data breach and related laws, regulations and directives.

### **4. PROTECTION AND PRIVACY**

4.01 As between Purchaser and Vendor, Purchaser shall retain all right, title and interest in and to all Personal Data.

4.02 Vendor shall not directly or indirectly disclose, transmit or otherwise provide access to Personal Data to any person or entity other than its Authorized Personnel without Purchaser’s prior written consent or unless expressly permitted to do so under this Contract.

4.03 Vendor shall only Process, or permit Processing of, Personal Data solely and exclusively for the Permitted Purpose and only for so long as is required to fulfil the Permitted Purpose.

4.04 Vendor shall not, under any circumstances, sell, assign, lease, license or securitize any Personal Data, unless expressly permitted to do so under this Contract.

4.05 Vendor shall comply with all applicable data privacy, protection and security laws, regulations and directives.



4.06 To the extent that the Permitted Purpose requires Contractor to collect, extract or receive Personal Data from a Data Subject, collect Personal Data only according to the parameters set by Purchaser and take commercially reasonable steps to: (i) notify the Data Subject; and (ii) ensure that any such Personal Data is accurate and complete.

## **5. SECURITY**

5.01 Vendor shall implement administrative, physical and technical safeguards appropriate to the risk represented by the nature of the Personal Data and the permitted Processing activities in order to protect Personal Data from a Data Breach.

5.02 Vendor shall, at Purchaser's request: (a) either conduct and make available, or permit Purchaser to conduct, a vulnerability scan and formal penetration test of any of Vendor's systems, networks and facilities used to Process Personal Data for the purposes of this Contract; (b) provide Purchaser with any third party certifications, or results of information security audits, of any of Vendor's systems, networks and facilities used to Process Personal Data for the purposes of this Contract.

## **6. DATA BREACH**

6.01 In the event Vendor becomes aware of a Data Breach, Vendor shall, at Vendor's expense: (a) immediately notify Purchaser; (b) take reasonable steps to investigate, mitigate and remediate the impact of the Data Breach at Vendor's expense; and (c) cooperate with

Purchaser's reasonable requests for information and assistance regarding the Data Breach.

## **7. AUDIT**

7.01 In addition to any other audit rights granted to Purchaser under this Contract, Vendor shall, at Purchaser's request, make available to Purchaser or an independent third party on Purchaser's behalf, all information and records necessary to demonstrate or assess Vendor's compliance with its obligations under this Data Protection Annex.

## **8. THIRD PARTY REQUESTS**

8.01 In the event Vendor receives any demand by a third party to exercise legal rights in respect of Personal Data, Vendor shall immediately notify Purchaser so that Purchaser may seek, at its own expense, appropriate remedies to protect the Personal Data.

8.02 If, notwithstanding Purchaser's efforts, Vendor remains legally compelled to disclose the Personal Data, Vendor shall: (a) only disclose that portion of the Personal Data that is necessary to satisfy the applicable legal obligation; (b) take all reasonable steps to ensure the Personal Data is afforded adequate protection.

## **9. RETURN OR DESTRUCTION**

9.01 Upon termination or expiration of the Contract, Vendor shall: (a) promptly return to Purchaser or destroy all Personal Data in its possession, custody or control; and (b) at Purchaser's request, confirm in writing that it has complied with its obligation under this Section.



9.02 Notwithstanding the above, Vendor may retain Personal Data to the extent necessary for Vendor to comply with: (a) applicable law; or (b) Vendor's internal record keeping policies, but provided that, in each case, Vendor only retains the Personal Data for the minimum period necessary to satisfy any such obligations.