

## TRVST Enterprise Agreement First Amended Version

This Enterprise Agreement (the “Agreement”) is made and entered into between the United Nations Children’s Fund (“UNICEF”) in its capacity of TRVST Org and [Insert Name of TRVST User Organization/EA Signatory] Hereinafter referred to as the "TRVST User Organization " or "User" or “you” or “yours”). TRVST Org or UNICEF and TRVST User Organization or “User” together as the “Parties” and each of them separately as the “Party”.

TRVST USER ORGANIZATION INFORMATION	
Name:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
Project Lead	Click or tap here to enter text.
Management Contact: (Contact for Notices under Section 14.1)	
TRVST User Organization Type	Click or tap here to enter text.

UNICEF INFORMATION	
Address	3 United Nations Plaza New York, NY 10017 USA
Project Lead:	Max Kabalisa, <a href="mailto:mkabalisa@unicef.org">mkabalisa@unicef.org</a> , +4555269918
Management Contact: (Contact for notices under Section 14 .1)	Anne Cabrera-Clerget, <a href="mailto:acabreraclerget@unicef.org">acabreraclerget@unicef.org</a> , +261322360894

AGREEMENT INFORMATION	
TRVST Data Governance Documents incorporated by reference into this Agreement Through the Sections of This Agreement Shown in Parentheses:	<ul style="list-style-type: none"> <li>• Participant Eligibility Procedure (Section 2.2)</li> <li>• Information Security Procedure (Sections 2.3(a) and 6.1(b))</li> <li>• Data Access Rules (Sections 2.3(a), 9.2 and 9.4)</li> <li>• Information Security Incident Response Procedure (Sections 6.1(b), 7.3, and 9.5)</li> <li>• Data Governance Framework (Sections 2.3(b), 9.1 and 18.1)</li> <li>• Privacy Policy (Sections 2.4(c) and 9.7)</li> <li>• Notification and Alert Procedure (Section 9.5)</li> </ul> <p>The TRVST Data Governance Document texts can be found here: <a href="https://login-ite.trvst4hp.org/Documents">https://login-ite.trvst4hp.org/Documents</a>, and contained in the zip file named “Enterprise Agreement and Governance Documents.”</p> <p>Terms Used in the Enterprise Agreement and the TRVST Data Governance Documents are defined in Annex A to this Agreement.</p>
Effective Date	This Agreement comes into force on the date of the last date on the signature page of this Agreement (the “Effective Date”) and will remain in force unless and until it is earlier terminated in accordance with Sections 6 or 7 below

## Enterprise Agreement – Signature Page

Signed for and on behalf of UNITED  
NATIONS CHILDREN’S FUND (Acting in  
the Capacity of TRVST Org) by:

Signature: \_\_\_\_\_

Name: Leila Gharagozloo Pakkala

Title: Director of Supply Division

Date: Click or tap to enter a date.

Signed for and on behalf of [Insert name  
of TRVST User Organization/EA  
Signatory] by:

Signature: \_\_\_\_\_

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date: Click or tap to enter a date.

## **Terms and Conditions Governing the Enterprise Agreement**

### **1. Background**

- 1.1 The Verification and Traceability Initiative (the “VTI”) is a joint undertaking (but not a legal entity) formed originally by Gavi, the Vaccine Alliance (“GAVI”), United Nations Children’s Fund (“UNICEF”), US Agency for International Development (“USAID”), the Global Fund to Fight AIDS, Tuberculosis, and Malaria (the “Global Fund”), the Bill & Melinda Gates Foundation (“BMGF”) and the World Bank. One objective of the VTI is to provide access to trusted health product data, and tools and resources for health products verification and traceability, through the establishment of a global digital repository (the “TRVST”) of trusted health product information.
- 1.2 UNICEF has accepted the responsibility for establishing and managing the TRVST and being the legal entity for contracting purposes, including this Agreement. In this role and for the purposes of this Agreement, UNICEF is referred to as “TRVST Org.” The terms “our” and “ours” refer to UNICEF acting in the capacity of TRVST Org.
- 1.3 The Parties agree that separate, identical (with respect to the operative terms) versions of this Enterprise Agreement and the TRVST Data Governance Documents (together the “Agreement”) will be entered into between TRVST Org and each of the TRVST User Organizations. As between the TRVST Org and each TRVST User Organization, this Agreement shall govern the rights and obligations regarding: (a) access and use of the TRVST System; (b) access and use of the TRVST User Organization’s own Data as uploaded to or generated using the TRVST System by said TRVST User Organization; and (c) access and use of any Data uploaded to or generated using the TRVST System by another TRVST User Organization.
- 1.4 This is the First Amended version of the TRVST Enterprise Agreement. An original version of the TRVST Enterprise Agreement was drafted and signed by several TRVST Users. The original version of the TRVST Enterprise Agreement will remain in force until this First Amended version is signed. On the date this First Amended version is signed by a given party, the original version will be deemed terminated for that party and the First Amended version will come into force with respect to that party. To the extent there are any differences between the original version and this First Amended version of the EA, the text of this First Amended version takes precedence.

- 1.5 The Parties are not creating a legal partnership, joint venture or other joint enterprise and this Agreement and the TRVST and TRVST System are not to be understood as such.
- 1.6 TRVST.org will manage a process – in consultation with signatories to this Agreement – to establish: (i). a governing body for TRVST, that will determine TRVST’s direction and support its implementation; and (ii). a governance framework (including but not limited to a defined method of work) for TRVST; (together referred to as the “TRVST” Governance Framework”) The TRVST Governance Framework will guide the decision-making processes, ensure accountability, and oversee and enable the achievement of TRVST’s strategic objectives. TRVST.org will consult with the VTI to ensure proper coordination between the VTI and TRVST.
- 1.7 This Agreement does not relieve any obligations TRVST User Organization and the TRVST User Organization’s Authorized Users may have under applicable laws, regulations, executive orders, and the like regarding handling of health products, including their information, alert, and recall duties of whatever nature which the TRVST User Organization is obligated to comply with.

## **2. Roles and Responsibilities Applicable to All TRVST User Organizations**

- 2.1 Each TRVST User Organization agrees to use its reasonable commercial efforts to fulfil its responsibilities assigned to it in accordance with its TRVST User Organization category.
- 2.2 TRVST User Organization types are defined in Section 2 of the Participant Eligibility Procedure and an organization of any of those defined types may become a TRVST User Organization upon signature of a separate version of this Agreement.
- 2.3 Each TRVST User Organization will:
  - (a) access and use the TRVST System in accordance with this Agreement, including as provided for in the Data Access Rules, Information Security Procedures, and the Data Governance Framework;
  - (b) ensure that they do not have and will take reasonable commercial efforts to ensure they do not take on any obligations, commitments or promises, including contractual ones, that impede their ability to comply with the obligations in this Agreement;
  - (c) comply with all laws, rules, and regulations applicable to the TRVST User Organization's access and use of the TRVST System;
  - (d) use reasonable commercial efforts to ensure the accuracy and completeness of Data they enter, upload, or otherwise provide to the TRVST System; and
  - (e) use all reasonable protective measures in its use of the TRVST System, consistent with best practice standards to prevent the copying, sending, storing, publishing, posting, uploading, distribution or otherwise transmitting of any malware or malicious software or computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate the TRVST System or any systems, Data, Personal Data or property (including intellectual property) of another.
- 2.4 Each TRVST User Organization will not:
  - (a) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the TRVST System;
  - (b) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit any Data contained on, or obtained from

- or through, the TRVST, except as expressly permitted under this Agreement;
- (c) use the TRVST System in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity, including use that is in breach of the Privacy Policy or that is harmful to children;
  - (d) use the TRVST System in any way that causes, or may cause, damage to the TRVST System or impairment of the availability or accessibility of the TRVST System to TRVST User Organizations or otherwise interfere with or disrupt the integrity or performance of the TRVST System;
  - (e) attempt to gain unauthorized access to the TRVST System or its related components, systems, or networks;
  - (f) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile any software used as part of the TRVST System or otherwise attempt to discover any source code of, or modify, any software used as part of the TRVST System;
  - (g) unless specifically allowed under this Agreement, conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the TRVST System;
  - (h) use the TRVST System to transmit or send unsolicited commercial communications or otherwise use the TRVST System for any purposes related to marketing without express written consent of TRVST Org; or
  - (i) otherwise access or use the TRVST System or Data contained therein in any way not expressly permitted by this Agreement, including for the purpose of developing, training or fine tuning artificial intelligence models.

### **3. Roles and Responsibilities Pertaining to Certain TRVST User Organization Categories**

- 3.1 TRVST User Organizations included in the category of Onboarding Partner Organizations (OBP) will, as soon as practicable following the signature of this Agreement, upload Master Product Data pertaining to the health products and countries where the OBP has launched or intends to launch and for which the OBP intends to be subject to verification and/or tracking and tracing through the TRVST System. It is understood that no Party to this Agreement will upload or

store data or information into the TRVST System pertaining to the cost or price of health products.

- 3.2 Mobile Application Verification Users will download the TRVST App from the Apple App Store or Google Play Store onto their mobile device. Mobile Application Verification Users will not have direct access to the TRVST System or any Data in the TRVST System. Mobile Application Verification Users will be required to accept separate terms and conditions to be able to download and activate the TRVST App.
- 3.3 TRVST User Organizations in the Country Authority Category may provide their own application (“Country App”) modified in accordance with an API provided by TRVST System Provider. The Country Authority will notify the Mobile Application Verification Users which use the modified Country App that such Mobile Application Verification Users need to comply with the TRVST Mobile Application Terms and Conditions.

#### **4. Rights and Responsibilities of TRVST Org**

- 4.1 TRVST Org has contracted with the TRVST System Provider and will maintain all necessary licenses, consents, and permissions for the duration of this Agreement to provide the platform-as-a-service solution (referred to herein as the “TRVST System”) which shall include:
  - (a) the Global TRVST Repository,
  - (b) interfaces to Onboarding Partners, Dashboard Users, Mobile Application Verification Users, and Country Authorities,
  - (c) software to enable access to the Global TRVST Repository and necessary functionality to all Users (including verification/traceability tools), and
  - (d) implementation services, including post-implementation support and maintenance.
- 4.2 TRVST Org has established and will maintain in force an agreement with the TRVST System Provider (the “TRVST System Provider Contract”) that includes without limitation, accepted industry performance standards, intellectual property protections, and liability provisions, whereby TRVST System Provider agrees:



- (a) to comply with obligations of confidentiality substantially similar to and no less protective than, the provisions on Confidentiality in Section 10 below,
- (b) to a service level agreement (SLA) substantially as set out in Annex B to this Agreement,
- (c) that it represents and warrants that the TRVST System will not contain any Disabling Code, defined as any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of the TRVST System,
- (d) that it shall not use any Data uploaded to or generated using the TRVST System for any purpose other than managing, maintaining and supporting the platform for the benefit of TRVST Org and the TRVST User Organisations,
- (e) that it (i) has a data protection policy in place (including as to Personal Data) that meets all applicable data protection standards and legal requirements and that it will apply such policy in the collection, storage, use, processing, retention and destruction of Data and (ii) in addition, it will comply with any guidance or conditions on access and disclosure notified to it by TRVST Org in respect of Data, and
- (f) to only process Personal Data strictly to the extent necessary for the performance of this Agreement and as described in the Privacy Policy.

4.3 Throughout the term of this Agreement, TRVST Org agrees to employ commercially reasonable efforts to ensure compliance by the TRVST System Provider with the terms of the TRVST System Provider Contract (as necessary to give effect to the rights and obligations set out in this Agreement) and to manage TRVST System Provider's performance thereunder. To the extent TRVST User Organization is or may be affected by it, TRVST Org shall promptly report in writing to TRVST User Organization any performance failure (measured with reference to the SLA set out in Annex B) or failure to comply with the terms of the agreement between UNICEF and the TRVST System Provider.

## 5. Authorized Users

- 5.1 Each TRVST User Organization, other than Mobile Application Verification Users, may designate one or more Authorized Users to access the TRVST System to the extent and in the manner allowed to its Category of TRVST User Organization.
- 5.2 An Authorized User will be designated in the following manner:
- (a) the TRVST User Organization identifies Authorized Users of their choosing to the System Administrator; and
  - (b) the System Administrator maintains the list of all Authorized Users and establishes a sub-account for them.
- 5.3 A TRVST User Organization may withdraw its designation of a given Authorized User by notifying the System Administrator of the withdrawal of the designation.
- 5.3 The TRVST User Organization designating one or more Authorized Users authorizes the System Administrator and TRVST Org to act on any instruction received from any such Authorized User.
- 5.4 Without limitation or exception to provisions of Section 12, the System Administrator and TRVST Org will not be liable for any loss suffered by them which arises directly or indirectly from compliance by them with an instruction from an Affiliate or Authorized User designated by the TRVST User Organization, or the authorized use of Data received from an Affiliate or an Authorized User where such liability arises as a result of the Data being inaccurate or incomplete.
- 5.5 The TRVST User Organization will ensure that none of the access codes or access credentials are disclosed to any person, except for those of its Authorized Users or Affiliates who need to know them and have been authorized to use them by the TRVST User Organization. The TRVST User Organization will ensure that its Authorized Users are aware of the requirement to keep the access codes and access credentials secure and confidential and not to disclose them to any other person.
- 5.6 The content and services available through the TRVST System are provided to an Authorized User based on the access privileges corresponding to the User Category of the TRVST User Organization having designated them.
- 5.7 Any Authorized User's sub-account that has not shown any activity for three (3) months or more may be suspended by the System Administrator. The System

Administrator will notify the TRVST User Organization prior to effecting such suspension and consult with the TRVST User Organization to confirm the sub-account will not be used by that inactive Authorized User. The TRVST User Organization will cooperate with the System Administrator to update the Authorized Users list.

5.8 The TRVST User Organization is responsible for ensuring full compliance by its Authorized Users and Affiliates with this Agreement.

6. **TRVST Org's Rights of Suspension and Termination to Protect TRVST System**  
6.1 TRVST Org may, at its own discretion, suspend access of a TRVST User Organization, Authorized User, or Affiliate to the TRVST System or terminate this Agreement upon prior written notice to the TRVST User Organization in the following circumstances:

- (a) TRVST Org has concluded, in good faith, that the TRVST User Organization, its Authorized User(s), or its Affiliate(s) is (i) engaged in or is supporting any unauthorized conduct (including any violation of any applicable law or regulation, a breach of third-party rights or a material breach of this Agreement) and (ii) the TRVST User Organization fails to remedy such conduct within ninety (90) days after notice from TRVST Org or the System Administrator (where such unauthorized conduct is capable of cure);
- (b) TRVST Org, in consultation with the System Administrator, has reasonable grounds to believe that continued access by TRVST User Organization, an Authorized User, or its Affiliate(s) will (i) expose the TRVST System or its component parts to a Data Breach (as defined in the Information Security Incident Response Procedure) or a risk identified in the Information Risk Register (as defined in the Information Security Procedure) (ii) otherwise materially negatively impact TRVST Org's or the System Administrator's ability to maintain the security or stability of the TRVST System or its component parts or otherwise cause harm to the TRVST System or (iii) cause reputational harm to TRVST Org;
- (c) any action or omission by the TRVST User Organization, Authorized User, or Affiliate that TRVST Org in good faith believes could cause TRVST Org to be in breach of any agreement with a third party (including, but not limited to, TRVST Org's contract with the Solutions Provider) or any regulation or rule applicable to TRVST Org; or
- (d) the operation of the TRVST System is suspended or terminated for any reason (including, but not limited to, lack of funding, Security Incident or termination of TRVST Org's agreement with the TRVST System Provider).

- 6.2 Before exercising any of its rights to suspend access to the TRVST System or to terminate this Agreement, TRVST Org will consult with TRVST User Organization to determine if there is a mutually acceptable alternative resolution to suspension of access or termination of this Agreement. Notwithstanding the previous sentence, TRVST Org's exercise of the suspension or termination rights set out in this Agreement will not be conditioned upon such prior consultation if deemed necessary under Section 6.1(b) or if otherwise necessary to protect the TRVST System or its component parts, the safety or personal privacy of individuals, or to protect Confidential Information.
- 6.3 In the case of suspension, the Parties will consult and cooperate with each other in order to address the underlying cause of the suspension with the aim of lifting the suspension and restoring access for the TRVST User Organization to the TRVST System as quickly as possible. If the underlying cause of the suspension is not resolved within thirty (30) working days of the notice to TRVST User Organization of the suspension, TRVST Org may permanently withdraw the TRVST User Organization's access to the TRVST System and terminate this Agreement upon written notice to the TRVST User Organization.
- 6.4 Suspension of an Authorized user of a given TRVST User Organization will not necessarily lead to the suspension of TRVST User Organization or termination of this Agreement unless provisions of this Section 6 apply directly to that TRVST User Organization.

## **7. TRVST User Organization 's Rights of Termination**

- 7.1 A TRVST User Organization may, at any time, terminate this Agreement upon prior written notice to the TRVST Org. Subject to Section 7.2, all rights of access and use by the terminating TRVST User Organization to the TRVST System will end on the date ninety (90) days following the date of that notice. TRVST Org will notify other TRVST User Organizations of such notice of termination if the termination may affect them in carrying out their role under this Agreement.
- 7.2 If TRVST User Organization takes advantage of the termination right in Section 7.1, TRVST User Organization recognizes that termination of this Agreement and its consequent discontinuation of participation in the TRVST System may have negative effects on the useability or functionality of the TRVST System for other TRVST User Organizations. TRVST User Organizations providing notice under Section 7.1 shall, therefore, consult with other relevant TRVST User Organizations during the ninety (90)-day period as to steps that can be taken to

mitigate or eliminate the negative effects on the useability or functionality of the TRVST System will have for other TRVST User Organizations. Such steps may include a delay of the termination of this Agreement, delay or modification of any intended removal of Data, documents, or other information from the TRVST System following the termination of this Agreement, or other such steps.

- 7.3 Without affecting any other right or remedy available to it, TRVST User Organization may terminate this Agreement with immediate effect (without being subject to the consultation process in Section 7.2) by giving written notice to TRVST Org due to: (a) any Data Breach, Security Event or Security Incident that is not remedied in accordance with the Information Security Incident Response Procedure within five (5) working days; (b) a material breach of this Agreement by TRVST Org ; or (c) a breach of the confidentiality obligations set out in Section 10 by TRVST Org or another TRVST User Organization.
- 7.4 In the event of termination of this Agreement for any reason, TRVST Org shall procure that TRVST System Provider removes (by means of permanent and irrecoverable deletion) any Personal Information provided by TRVST User Organization to the TRVST System.

## **8. Intellectual Property and Data**

- 8.1 TRVST User Organization acknowledges and agrees that all intellectual property rights in the TRVST System are owned by or licensed to TRVST Org and are sub-licensable to TRVST User Organizations as necessary for them to enjoy their rights and perform their obligations under this Agreement.
- 8.2 TRVST User Organization will not acquire any rights in or to the TRVST System, except as expressly set out in this Agreement.
- 8.3 TRVST Org acknowledges and agrees that all intellectual property rights in the Data uploaded to TRVST System by TRVST User Organization, including any new Data that is generated using the TRVST System that is derived from or inextricably linked solely to such Data, shall be owned by TRVST User Organization.
- 8.4 Notwithstanding Section 8.3, TRVST Org and other TRVST User Organizations have the rights of access and use provided to them under this Agreement pertaining to the Data uploaded to the TRVST System or generated using the TRVST System. The licence granted in this Section 8.4 shall automatically expire upon termination of this Agreement by TRVST User Organization

(meaning the TRVST User Organization identified on page 1), at which point TRVST Org and the other TRVST User Organizations shall immediately cease access and use of the Data

- 8.5 TRVST User Organization understands that TRVST Org will share all feedback it receives from TRVST User Organization on the TRVST System with the TRVST System Provider to improve and further develop the TRVST System and otherwise for the goals of the TRVST. For this purpose, each TRVST User Organization grants to TRVST Org and the TRVST System Provider royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any suggestion, enhancement request, recommendation, correction, or other feedback it provides on the operation of the TRVST System.
- 8.6 All intellectual property and other proprietary rights in the design, structure, functionality and configuration of the TRVST System, including but not limited to, the logos, graphics, and other creations, and any other rights associated with, or included in, such materials are fully and exclusively owned or controlled by TRVST Org.
- 8.7 The TRVST User Organization will not, in any manner whatsoever, and will ensure that its Authorized Users do not, use (a) the emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, or (b) the logo of TRVST, without the prior written permission of TRVST Org. TRVST User Organizations are required to ensure that their Authorized Representatives comply with this provision.
- 8.8 Subject to Section 14.5, TRVST Org will not, in any manner whatsoever, use the name, trademarks, service marks, logos, domain names, and trade dress of the TRVST User Organization, or any abbreviation thereof, without the prior written permission of the User Organization.
- 8.9 TRVST User Organization will not claim any intellectual property or related rights, except for the rights expressly granted to the TRVST User Organization under this Agreement.
- 9. **Rights and Obligations regarding Use of Data, Intellectual Property and TRVST System**
- 9.1 TRVST User Organization will comply with the guidance and obligations in the Data Governance Framework as to how Data uploaded to the TRVST Repository,

other components of the TRVST System or that is generated by using the TRVST System may be used.

- 9.2 Each TRVST User Organization grants to TRVST Org the right of access to and use of OBP Data uploaded to the TRVST Repository and to grant necessary rights of access and use of OBP Data to TRVST User Organizations as provided for in the Data Access Rules.
- 9.3 In addition to OBP Data, all TRVST User Organizations grant TRVST Org the right of access and use to Data uploaded to the TRVST Repository and/or Data generated through the use of the TRVST System and the right to grant necessary rights of access and use of that Data to TRVST User Organizations as provided in the Data Sharing Matrix and Data Access Rules.
- 9.4 TRVST User Organizations are hereby granted the right of access and use of intellectual property in the design, structure, functionality, and configuration of the TRVST System, but only for the purposes allowed under this Agreement as provided for in the Data Access Rules.
- 9.5 To maintain the integrity, safety, stability, and functionality of the TRVST System, TRVST User Organization agrees to comply with the provisions of the Information Security Incident Response Procedure and Notification and Alert Procedure.
- 9.6 TRVST Org shall take appropriate measures to ensure the development, configuration, testing and implementation of the TRVST system adheres to applicable best practices (e.g., GAMP 5). This includes ensuring and maintaining the systems' validated status including keeping its specifications up to date.
- 9.7 To ensure that Personal Data is protected, both TRSVT Org and TRVST User Organizations agree to comply with the Privacy Notice. The Parties have mapped the Data flows under this Agreement and agree that patient or other "sensitive personal data" (as defined in applicable law) is not within scope of the processing activities TRVST User Organization is not permitted to submit sensitive personal data to the TRVST System.<sup>1</sup> The Parties acknowledge that the

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<sup>1</sup> An example of sensitive personal data may be found here: [https://commission.europa.eu/law/law-topic/data-protection/reform/rules-business-and-organisations/legal-grounds-processing-data/sensitive-data/what-personal-data-considered-sensitive\\_en](https://commission.europa.eu/law/law-topic/data-protection/reform/rules-business-and-organisations/legal-grounds-processing-data/sensitive-data/what-personal-data-considered-sensitive_en). This is provided solely for information only as an example of an "applicable law."

By virtue of the privileges and immunities enjoyed by UNICEF as discussed in Section 12, below, UNICEF is not subject to the General Data Protection Regulation of the European Union (GDPR) nor subject to any legal mechanisms to enforce it.

TRVST System does collect TRVST User Organization's or their Authorized Representative's Personal Data (such as name, professional email address, telephone or mobile number, technical details of Authorized User's visit and use of the TRVST System, and their location) in order to administer access and monitor system use. As such, the Parties agree to comply with their respective obligations with regard to the processing of Personal Data as may apply to them under applicable law.

- 9.8 TRVST User Organization understands and agrees that TRVST Org may, in collaboration with the System Provider, change the TRVST System, including its configuration or functionality, from time to time, as TRVST Org may determine is necessary to continue to provide and support the TRVST System and fulfill its obligations in accordance with this Agreement. By way of example, such changes may arise due to an enhancement of the functioning of TRVST System or one or more of its component parts in response to input from a TRVST User Organization or TRVST System Provider. In exceptional cases as determined by TRVST Org in good faith (such as a security weakness in the system), TRVST Org may modify the TRVST System urgently without consulting the TRVST User Organizations. In such case, TRVST Org will notify TRVST User Organizations as soon as reasonably possible after making such modification.

## **10 Confidentiality**

- 10.1 "Confidential Information" means non-public, proprietary information or Data provided by a TRVST User Organization or TRVST Org for use in the TRVST System to which TRVST User Organization has obtained access or exposure, or which has been disclosed to such TRVST User Organization because of their participation in TRVST. Confidential Information includes but is not limited to: Verification Request Data, Verification Response Data, Serialisation Batch data, Product Master Data, and Personal Data (if any). To be considered "Confidential Information" under this Agreement, the information must be marked or designated as "Confidential" or its confidential nature or should be reasonably apparent from the inherent nature, quality, or characteristics of such information.
- 10.2 "Confidential Information" may include information that TRVST Org receives



from third parties, which is the confidential information of such third parties, and which is provided to TRVST Org under obligations of confidentiality, which TRVST Org in turn makes available to TRVST User Organization for the purposes of the operation of the TRVST System and which TRVST Org will mark as “Confidential”.

- 10.3 To the extent that a Party gains access to Confidential Information in accordance with the terms of this Agreement, that Party agrees to: (a) use the Confidential Information only as allowed under this Agreement (including permitted sharing with other TRVST User Organizations); (b) maintain all Confidential Information in confidence and take all reasonable precautions to protect the Confidential Information, including, without limitation, all precautions that said Party normally employs with respect to its own confidential or proprietary information for a period of five (5) years from the date the Confidential Information is made available through the TRVST System.
- 10.4 The foregoing obligations of confidentiality shall not apply with respect to information that: (i) is publicly available at the time of disclosure or which thereafter becomes publicly available, through no improper action or inaction by the receiving Party; or (ii) was known by, was in the possession of the receiving Party, or the receiving Party had a contractual right to the information prior to access of such Confidential Information through the TRVST System; or (iii) was independently developed by the receiving Party without reference to the Confidential Information; or (iv) was rightfully disclosed to the receiving Party by a third party without restriction.
- 10.5 If TRVST Org is legally compelled to disclose any Confidential Information, or if TRVST Org has received notice from a TRVST User Organization that it is legally compelled to disclose Confidential Information belonging to another TRVST User Organization, TRVST Org must make all reasonable efforts to notify the owner of said Confidential Information and afford them with a reasonable opportunity to protect its Confidential Information. However, any disclosure under this Section must be limited to that portion of Confidential Information that legally requires disclosure.
- 10.6 If a TRVST User Organization is legally compelled to disclose any Confidential Information whether owned by them or by TRVST Org or another TRVST User Organization, TRVST User Organization must make all reasonable efforts to notify TRVST Org and any other owners of said Confidential Information and

afford them with a reasonable opportunity to protect its Confidential Information. However, any disclosure under this Section must be limited to that portion of Confidential Information that legally requires disclosure.

- 10.7 In the event of termination or suspension of TRVST User Organization or an Authorized User of TRVST User Organization or at the request of TRVST Org or System Administrator, TRVST User Organization or its Authorized User as the case may be shall discontinue use of Confidential Information belonging to TRVST Org or other TRVST User Organizations and take all reasonable steps to destroy any copies of all or part of such Confidential Information being held outside of the TRVST System (if any).
- 10.8 The Parties will not reproduce Confidential Information unless done so in a manner consistent with the normal functioning of the TRVST System or if permitted to do so by the Party that provided the Confidential Information.
- 10.9 The Parties may share Confidential Information with those of its personnel, including sub-contractors and consultants, that have a need to know the information to enable said Party to carry out its role and obligations under this Agreement. In such case, the Party shall ensure that these persons are bound by the same obligations for the protection of Confidential Information as provided for in this Agreement.
- 10.10 Each Party will take reasonable measures to ensure that no unauthorized person is able to view the Confidential Information through their access; this may include measures such as securing the device on which Confidential Information is accessed.
- 10.11 If TRVST User Organization 's Authorized Representatives are provided with access credentials to access Confidential Information in the TRVST System, such Authorized Representative will keep such access credentials confidential and secure from inadvertent or unauthorized disclosure and will not disclose such access credentials to any third party without TRVST Org's express prior written permission.
- 10.12 TRVST User Organization will immediately notify TRVST Org and the System Administrator if there is any actual, suspected or threatened unauthorized or accidental disclosure of Confidential Information and will cooperate with TRVST Org to implement any necessary damage mitigation and remedial actions. In the event of any disclosure of TRVST User Organization's

Confidential Information to any third party where TRVST User Organization is not afforded an opportunity to consult with TRVST Org before its disclosure, TRVST Org agrees to notify TRVST User Organization of the disclosure as soon as possible (no later than within five (5) working days from when TRVST Org becomes aware of the disclosure). The Parties mutually agree to work promptly and collaboratively to secure and/or recover such Confidential Information (as appropriate) from said third party as reasonably requested by the TRVST User Organization.

- 10.13 TRVST Org may, at any time and in its sole discretion, withdraw access to any item of Confidential Information or may require the return or destruction of any item of Confidential Information; TRVST User Organization will promptly comply with such requirement.

## **11. Costs, Indemnity and Limitations of Liability**

- 11.1 Unless otherwise expressly agreed, each Party will be responsible for its own costs of fulfilling its obligations and responsibilities under these Terms of Use.
- 11.2 TRVST User Organization will, to the extent not prohibited by law, indemnify, hold and save harmless, and defend, at its own expense, TRVST Org, its officials, agents, servants and employees from and against any suits, claims, or demands from a third party arising out of acts or omissions of the TRVST User Organization, its Affiliates, or its Authorized Users or other employees, officers, agents or sub-contractors, in connection with any unauthorized access or use of the TRVST System. This provision will include, but not be limited to, third party claims relating to infringement by the TRVST User Organization, its Authorized Users, employees, officers, agents, servants or sub-contractors of the intellectual property or other rights of such third parties. The obligations under this Section 11.2 do not lapse upon termination of this Agreement.
- 11.3 TRVST ORG MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE TRVST SYSTEM AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES THAT (A) TRVST SYSTEM DOES NOT AND WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY, (B) TRVST SYSTEM WILL BE TIMELY, FULLY UPDATED, ACCURATE, COMPLETE, AVAILABLE, UNINTERRUPTED, ERROR FREE. OR FREE OF HARMFUL COMPONENTS OR (C) ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

11.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TRVST ORG BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

11.5 TRVST ORG REPRESENTS TO TRVST USER ORGANIZATION THAT THE TRVST SYSTEM PROVIDER HAS AGREED IN THE TRVST SYSTEM PROVIDER CONTRACT TO INDEMNIFY TRVST USER ORGANISATION AS AN “ENTITY THAT RECEIVES A DIRECT BENEFIT OF THE SERVICES AND DELIVERABLES” BASED ON THE FOLLOWING WORDING:

“[TRVST SYSTEM] PROVIDER SHALL HOLD AND SAVE HARMLESS AND DEFEND AT ITS OWN EXPENSE TRVST ORG, ITS OFFICIALS, EMPLOYEES, CONSULTANTS AND AGENTS, EACH ENTITY THAT MAKES A DIRECT FINANCIAL CONTRIBUTION TO TRVST ORG TO PROCURE THE SERVICES AND DELIVERABLES AND EACH GOVERNMENT OR OTHER ENTITY THAT RECEIVES A DIRECT BENEFIT OF THE SERVICES AND DELIVERABLES, FROM AND AGAINST ALL SUITS CLAIMS, DEMANDS, LOSSES AND LIABILITY OF ANY NATURE OR KIND, INCLUDING THEIR COSTS AND EXPENSES, BY ANY THIRD PARTY AND ARISING OUT OF THE ACTS OR OMISSIONS OF THE [TRVST SYSTEM] PROVIDER OR ITS PERSONNEL OR SUB-CONTRACTORS IN THE PERFORMANCE OF THE [TRVST SYSTEM PROVIDER CONTRACT]. THIS PROVISION WILL EXTEND TO BUT NOT BE LIMITED TO (A) CLAIMS AND LIABILITY IN THE NATURE OF WORKERS’ COMPENSATION, (B) PRODUCT LIABILITY, AND (C) ANY ACTIONS OR CLAIMS PERTAINING TO THE ALLEGED INFRINGEMENT OF A COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OR LICENSES, PATENT, DESIGN, TRADE-NAME OR TRADE-MARK ARISING IN CONNECTION WITH THE DELIVERABLES OR OTHER LIABILITY ARISING OUT OF THE USE OF THE PATENTED INVENTIONS, OR DEVICES, COPYRIGHTED MATERIAL OR OTHER INTELLECTUAL PROPERTY PROVIDED OR LICENSED TO TRVST ORG UNDER THE TERMS OF THE TRVST SYSTEM PROVIDER CONTRACT OR USED BY THE [TRVST SYSTEM] PROVIDER, ITS PERSONNEL OR SUB-CONTRACTORS IN THE PERFORMANCE OF THE [TRVST SYSTEM PROVIDER CONTRACT].”

## 12. Privileges and Immunities

Nothing in or related to these Terms of Use and this Agreement will be deemed a waiver, express or implied, deliberate, or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary

organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

### **13. Exclusion of Audit Rights**

- 13.1 UNICEF's operations and programs, including as to the TRVST Org for the TRVST System, shall be subject exclusively to TRVST Org's internal and external audit in accordance with TRVST Org's Regulatory Framework.
- 13.2 TRVST Org's operations and programs shall, in all respects, be subject to the internal investigations framework and policy of TRVST Org.
- 13.3 UNICEF's operations and programs, including as the TRVST Org for the TRVST System, shall, in all respects, be subject to UNICEF's internal oversight framework in accordance with UNICEF's Regulatory Framework. TRVST Org cannot offer its partners audit rights over TRVST Org's accounts, books and records including data. This means that TRVST Org cannot agree to requests from TRVST User Organizations or any other parties to review copies of invoices, contracts with suppliers and implementing partners, and other similar documents. Nor can TRVST Org agree to allow TRVST User Organizations or their partners or their agents or any other parties rights of inspection, verification, audit, or investigation of TRVST Org's operations and programs.
- 13.4 Notwithstanding Section 13.3, TRVST Org has certain audit rights vis-a-vis the TRVST System Provider. Those audit rights may be exercised by TRVST Org on behalf of a TRVST User Organization (upon written request by the TRVST User Organization) to assess the compliance of the TRVST System Provider with the technical requirements and standards specified in the contract between TRVST Org and the TRVST System Provider. Any such request to TRVST Org for such an audit of TRVST System Provider shall be considered in good faith and shall, if mutually agreed by TRVST Org and the requesting TRVST User Organization, be initiated by TRVST Org with the TRVST System Provider. Following the completion of any such audit, TRVST Org shall share a written report with all TRVST User Organizations that details all key findings and observations.

### **14. Notices and Public Release of Information (Press Releases)**

- 14.1 UNICEF's and the TRVST User Organization's contact details for notices under this Agreement are set out on the first page of this Agreement as the "Management Contact" for each Party. Each Party confirms that it has provided these contact details to the System Administrator and that it will notify the other

by email, with a copy to the System Administrator, of any change in such Party's primary contact details for notices. It is the TRVST User Organization's sole responsibility to ensure that the System Administrator has accurate contact information for the User Organization at all times.

- 14.2 Except as otherwise expressly set out in this Agreement, notices, requests, or consents will be delivered by email transmission. Notices, requests, or consents will be deemed received one (1) working day after dispatch of the email to the addressee's email address.
- 14.3 Except in relation to Section 7.1 where the permission notice must be provided by TRVST Org itself, notices from TRVST Org will be deemed to be validly made under this Agreement if the notice is provided by the System Administrator to the TRVST User Organization on behalf of UNICEF.
- 14.4 Except as required by law or any competent regulatory authority, TRVST User Organization shall consult with TRVST Org on all press releases and public communications concerning this Agreement or its subject matter. The foregoing does not apply to the information contained in the first two pages (the cover pages) of this Agreement and the information contained in Section 1 (Background) of this Agreement.:
- 14.5 TRVST Org may include information about this Agreement and about the TRVST System and its operation and may make such information available as part of press releases, public reports, and other public disclosure such as through social media or through a website established for that purpose.

## **15. Ethical Commitments**

- 15.1 Each Party is committed to the highest standards of ethical conduct and each Party has policies, procedures, and systems to help maintain those standards.
- 15.2 The TRVST User Organization warrants that no official of TRVST Org has received or will be offered by the TRVST User Organization any direct or indirect benefit arising from the grant of access to TRVST System or otherwise in connection with this Agreement. This includes, for example, gifts, favors or hospitality. TRVST User Organization also confirms that for two (2) years from the Effective Date TRVST User Organization will not knowingly employ any TRVST Org personnel who were involved in developing or establishing this collaboration without consulting TRVST Org first.

- 15.3 TRVST User Organization and TRVST Org (subject to Section 12 (Privileges and Immunities and Section 16 (Agreement Interpretation and Dispute Resolution)) confirm that, in performance of this Agreement, it and its personnel are committed to complying with all applicable laws, including, but not limited to, all applicable laws relating to financial conduct (such as prevention of fraud, corruption, and money laundering), safeguarding of children and adults, preventing discrimination, and preventing sexual abuse and exploitation.
- 15.4 TRVST User Organization confirms that it will, as it relates to the use of the TRVST System (a) take all appropriate measures to safeguard children and to prevent any of its personnel or any of its Affiliates' personnel from sexually exploiting or sexually abusing anyone, in particular children, and (b) take appropriate action promptly following receipt of allegations of failure to safeguard children or allegations of sexual exploitation or sexual abuse by any personnel of TRVST User Organization or its Affiliates.
- 15.5 TRVST User Organization confirms that neither TRVST User Organization nor any of its Affiliates, as it relates to the use of the TRVST System, is directly or indirectly engaged in (a) any practice inconsistent with the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999) or (b) the manufacture, sale, distribution, or use of anti-personnel mines or components used in the manufacture of anti-personnel mines.
- 15.6 TRVST User Organization will notify TRVST Org as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Section 15. TRVST will, subject to any applicable regulations and rules, provide its reasonable cooperation to UNICEF in good faith in relation to a review of any ethical concerns in relation to this Agreement or any activities under this Agreement.

## **16. Agreement Interpretation and Dispute Resolution**

- 16.1 In the event of any conflict between the terms of this Agreement and the terms of any of the TRVST Data Governance Documents, the provisions of this Agreement shall prevail.
- 16.2 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement. Where the Parties wish to

seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the UNCITRAL Conciliation Rules then in force, or according to such other procedure as may be agreed between the Parties.

- 16.3 Any dispute, controversy or claim between the Parties arising out of this Agreement which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration.
- 16.4 The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The arbitration shall be conducted in the English language and venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The terms of this Agreement will be interpreted and applied without application of any system of national or sub-national law.
- 16.5 The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing shall be used, and any such interest shall be simple interest only.
- 16.6 The arbitral tribunal will be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any Confidential Information provided under this Agreement, order the termination of this Agreement, or order that any other protective measures be taken with respect to the goods, services, Data or any other property, whether tangible or intangible, or of any Confidential Information provided under this Agreement or other document, as appropriate, and all in accordance with the authority of the arbitral tribunal under the rules specified in Section 16.3.
- 16.7 In light of the privileges and immunities of the United Nations, references in the UNCITRAL Arbitration Rules and this provision to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceeding.
- 16.8 The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. Assignment of Agreement**

- 17.1 Neither Party will assign this Agreement, or any of its rights or obligations under this Agreement, without the express prior written permission of the other Party.



- 17.2 Notwithstanding the foregoing, TRVST Org may assign all or a portion of its rights and obligations under this Agreement to one or more third parties in the event that (a) TRVST Org determines it can no longer fulfill its obligations under this Agreement in full for any reason or (b) otherwise determines that a change in the structuring of its responsibilities or obligations for TRVST Org or in connection with the operation of the TRVST System is necessary or in the best interests of TRVST Org or the TRVST System.
- 17.3 If TRVST Org elects to make an assignment under Section 17.2, so notify all TRVST User Organizations and will consult with the all TRVST User Organizations sufficiently in advance of any such assignment to enable the TRVST User Organizations to make proposals with respect to such assignment (including as to the assignee party or parties) and the timing and process of such assignment and the transition from TRVST Org in its then-existing rights and responsibilities under this Agreement to TRVST Org's desired result following such an assignment.
- 17.4 In no case may an assignment by TRVST Org under Section 17.2 be made sooner than three (3) months following the notification in Section 17.3. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns.
- 18. Amendment of Agreement or Waiver of Provisions**
- 18.1 No provision in this Agreement may be amended unless agreed to in writing by the Parties.
- 18.2 No provision in this Agreement may be waived unless agreed to in writing by the Parties.

## Annex A

### Definitions of Terms

**Affiliate** (of any legal or natural person specified in this Agreement) means a person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For the purposes of this definition, “control” when used with respect to any specified person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

**Authorized Representative:** An entity designated by a TRVST User to access the TRVST System to the extent and in the manner allowed to the Type of TRVST User that designated it as an Authorized Representative.

**API (Application Programming Interface)** is a set of rules, protocols, and tools that allows different software applications or systems to communicate with each other. It defines the methods and data formats that applications can use to request and exchange information or perform specific actions. APIs serve as intermediaries, enabling developers to access the functionality of other software components, services, or platforms without needing to understand their internal workings.

**API Verification Organization** manages and/or develops third-party applications that are used to submit events (for verification, track & trace, or other enabled events) to the TRVST system, and that receives event response codes, via an API.

**Country Authority** is a governmental authority (Ministry of Health, national regulatory authority, or the like) in a country that is implementing the TRVST System for its country.

**Dashboard User** will access the dashboard to view the data they have access to, as identified in the Data Access Rules document. For instance, a Country Authority Dashboard user can use the dashboard to track, monitor and respond to verification events and the corresponding suspect activities.

**Data** means (a) any information, including any of the categories of data identified in the Data Access Rules, in whatever form entered into the TRVST System by a TRVST User Organization, its Authorized Representative or by any other party with access to the TRVST System, and (b) communications made within the TRVST System (including but not limited to notifications and alerts).

**Data Breach** means a Security Incident leading to the accidental, unlawful, illegitimate, or unauthorized destruction, loss, alteration, access, use or disclosure of Data

transferred, stored or otherwise processed through the TRVST System, including Personal Data and Confidential Information.

**Information Security Incident Response Procedure** means the procedure setting out the steps to be followed in the event of a suspected, threatened or actual Data Breach to prevent or minimize the loss of Data, as may be amended from time to time.

**Information Security** is the preservation of the confidentiality, integrity and availability of Data and other information (in this case, the assets within the scope of this document).

**Mobile Application Verification Users** scan product barcodes using the TRVST mobile application. These verification events are submitted to the TRVST System and a response indicating verification success or failure is returned by the TRVST System.

**Onboarding Partner (OBP)** is the organization that is represented as the brand owner of the product and is expected to be the organization that will supply Barcode Batch and Serial Identification Data to the TRVST system. Non-manufacturers which carry out the serialization for the OBP, such as packers, will submit these data to the TRVST via the OBP.

**Personal Data** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. "Personal Data" may include biographical data (biodata) such as name, sex, marital status, date and place of birth, country of origin, country of asylum, individual registration number, occupation, religion and ethnicity, biometric data (such as a photograph, fingerprint, facial or iris image), as well as any expression of opinion about the individual, such as assessments of the status and/or specific needs of that individual.

**Security Event** is an occurrence or change in circumstances indicating an ongoing or imminent Threat to Information Security. An event does not necessarily lead to an incident and may be prevented by in-place controls. Examples are a virus captured by antimalware, an unauthorized person inspecting secure buildings, theft of a locked and encrypted laptop, or a Distributed Denial of Service (DDoS) attack thwarted by prevention tools.

**Security Incident** is one or more Security Events indicating negative impact to Information Security (the confidentiality, integrity or availability of assets and data within this SOP). Examples include a virus not being captured by anti-malware, an unauthorized person gaining access to a secure building, theft of an unlocked or unencrypted laptop or a system outage caused by a DDoS attack.

**Service Desk Operator** is responsible for onboarding users and integration of external systems (such as manufacturer data feeds), as well as responding to user queries, password reset requests and any other first line support. In addition, the operator will be responsible for monitoring the resolution of suspect activity alerts and notifying users of outstanding alerts. Currently, the Service Desk is operated by the TRVST System Provider.

**TRVST System Provider** is responsible for day-to-day management of all operations of the platform on behalf of the TRVST Org. This role is technical in nature, and members will be part of the technology solution vendor technical team.

**Stakeholder (Supply Chain Champion / Funder)** is an organization that is funding, directly or indirectly, the product and devoting significant resources, including technical assistance, for product roll-out and administration.

**System Administrator** is the overall manager of TRVST operations. They are the primary interface with the TRVST System Provider and are responsible for ensuring that system SLAs are adhered to, and that technical, operational and business issues are identified and resolved.

**Threat** is a (potential) cause of a Security Event or Security Incident. Examples include viruses, malicious actors (amateur hackers, cybercriminals, state-sponsored hackers etc.), opportunistic thieves.

**TRVST Data Governance Documents** are documents established by the TRVST Org and the TRVST System Provider as required for the implementation and management of the TRVST System and include Data Governance Framework, Information Security Incident Response Procedure, Data Access Rules, Information Security Procedures, Notification and Alert Procedure, Participant Eligibility Procedure, and Privacy Policy.

**TRVST System** is the software provided by TRVST System Provider to enable the functionality (through software-enabled algorithms) of the TRVST System comprises the following elements: TRVST Repository, Standard Interface to OBPs, Verification Smart Phone Application and API, the TRVST Dashboard(s), the TRVST API interface to National Systems for Verification and Traceability.

**TRVST System Documentation** means the documentation, including applicable policies and procedures, developed, and established for the maintenance, access, use and security of the TRVST System.

**TRVST User Organization types** are API Developer Organization, Country Authority, Onboarding Partner (OBP), TRVST System Provider / Service Desk Operator, System Administrator, Stakeholder, and Mobile Application Verification Users.

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## Annex B

### Service Level Agreement (SLA) for Hosting, Platform and User Support Included in Contract Between UNICEF and Solidsoft Reply<sup>2</sup>

Activity	Required Service Level	Remedies
<b>System Availability</b>	99.95% measured monthly as the system uptime/unplanned downtime. Unplanned downtime is defined as any time the system is unavailable where there has been no agreed downtime with UNICEF.	<p>The Contractor must notify the UNICEF project manager if this SLA has not been met over the previous month with the actual SLA achieved. The Contractor should indicate if this was a one off occurrence or likely to be an ongoing issue, in which case a plan to return to the agreed SLA performance should be provided.</p> <p>If the availability falls below 99.95% in any given month UNICEF may apply a credit to a future invoice or request a refund for the amount of the credit if no future invoice is due.</p> <p>The credit will be calculated at 1.5% of the hosting fee for that month for every 1% the SLA falls under the target (or part thereof).</p> <p>The credit will be capped at 40% of the hosting fee for that month.</p>
<b>Return to Operation</b>	During any Priority 1 Major Incident the SLA for Return to operation will be 4 hours.	<p>The Contractor must notify the UNICEF project manager as soon as the SLA has not been met for that month. Once the root cause is understood, and no later than 30 days, this must be documented and provided to UNICEF. A plan to address the root cause must be shared within 45 days.</p>

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<sup>2</sup> Solidsoft Reply is the TRVST System Provider as of the Effective Date of this Agreement and is the "Contractor" that is referenced in this SLA.

		No credit will be applied to future invoices as this is covered with the System Availability SLA.
<b>Failover/ Failback Period</b>	<p>For normal service operations, failover to occur automatically and seamlessly, therefore users to experience no downtime or loss of data.</p> <p>If a more severe continuity incident occurs, requiring disaster recovery then the recovery should be via redeployment of the system and connection of this to GTR system data backups. Such recovery should take no more than 24 hours.</p>	<p>The Contractor must notify the UNICEF project manager if there is a need to recover the system by redeployment of the system and connection of this to system data backups.</p> <p>During this initial notification, the following must be communicated:</p> <ul style="list-style-type: none"> <li>• the expected time line to return the operation of the system</li> <li>• if there has been any loss of data</li> <li>• the period for which the loss of data has occurred</li> </ul> <p>Any cost of recovering the data with manufacturers and national systems will fall to the Contractor.</p> <p>If the system needs to be recovered then UNICEF may apply a credit, this will be determined and applied through the System Availability SLA.</p>
<b>System Monitoring</b>	Active monitoring of the systems 24/7 to occur, using a mix of real-time monitoring and alerting tools, self-healing technology, and system health reports.	The Contractor must notify the UNICEF project manager of any issues in the previous month.
<b>Excused Downtime</b>	Downtime to be within 0.1% of the System Availability, or below 1 hour per month.	<p>The Contractor must notify the UNICEF project manager if the excused downtime goes beyond the SLA period in the previous month.</p> <p>UNICEF may apply a credit, this will be determined and applied through the System Availability SLA.</p>

<b>Maintenance Downtime</b>	<p>Scheduled maintenance activities to be managed via a Change Management Standard Operating Procedure. The minimum time for to communicate scheduled downtime with UNICEF will be 6 weeks prior to the maintenance window. Planned activities to based around a 2-hour window per month or agreed with UNI for any longer duration on a less frequent schedule.</p>	<p>The Contractor must notify the UNICEF project manager if the scheduled maintenance downtime goes beyond the SLA period in the previous month.</p> <p>UNICEF may apply a credit, this will be determined and applied through the System Availability SLA.</p>						
<b>Verification Response Times</b>	<p>&lt;0.5 second average and a max of 1 second</p>	<p>The Contractor must notify the UNICEF project manager if the average verification response time goes above the SLA in the previous month.</p> <p>Once the root cause is understood, and no later than 30 days, this must be documented and provided to UNICEF. A plan to address the root cause must be shared within 45 days.</p> <p>The response time is calculated from the moment that the GTR system receives the verification request through until the point that the system sends the verification response. This does not include the remote application or the latency of the connection/ performance of the internet between the point of verification and the GTR system.</p>						
<b>Helpdesk</b>	<p>All tickets should be responded to within 1 hour to state the priority of the ticket. Specific SLAs are shown below:</p> <table border="1"> <thead> <tr> <th>Priority</th><th>Resolution SLA</th><th>Category</th></tr> </thead> <tbody> <tr> <td>Critical (P1)</td><td>4 hours</td><td>System Unavailable</td></tr> </tbody> </table>	Priority	Resolution SLA	Category	Critical (P1)	4 hours	System Unavailable	<p>The Contractor must notify the UNICEF project manager if the SLAs for helpdesk tickets have not been met in the previous month, this includes both providing a priority status</p>
Priority	Resolution SLA	Category						
Critical (P1)	4 hours	System Unavailable						

	High (P2)	8 hours	Critical function of the system is unavailable	<p>within 1 hour and the resolution SLA based on that priority.</p> <p>For Critical (P1) tickets the remedy will be determined and applied through the System Availability SLA.</p> <p>For High (P2) tickets UNICEF may apply a credit to a future invoice or request a refund for the amount of the credit if no future invoice is due. The credit will be calculated at 1% of the helpdesk fee, for that month, for every additional hour, above the resolution SLA, that the ticket(s)* remains unresolved.</p> <p>*Note: Many tickets may be raised for the same issue, the credit will be on an aggregated ticket level</p> <p>The credit will be capped at 40% of the helpdesk fee for that month.</p>
	Medium (P3)	16 hours	Single User issue that is not impacting full system functionality	
	Low (P4)	5 days	Requests for service	
	New User Request	4 hours	Access management	
	Locked User	2 hours	Access management	
<b>Implementation Date</b>	Within 4 months of the contract award for 3-4 countries			Where the Contractor has not met their obligations, resulting in the system not being implemented according to the SLA the UNICEF will withhold the stage payment for that phase of work.



<b>New Dashboard user set up</b>	<p>All new users will be setup within 4 hours of approvals being provided, or within 4 hours of the ticket being logged if prior approvals have been given.</p>	<p>The Contractor must notify the UNICEF project manager if the average actual performance is more than four hours.</p> <p>The Contractor should indicate if this was a one off occurrence or likely to be an ongoing issue, in which case a plan to return to the agreed SLA performance should be provided.</p> <p>UNICEF may apply a credit to a future invoice or request a refund for the amount of the credit if no future invoice is due.</p> <p>The credit will be calculated at 1% of the Management &amp; Operation fee, for that month, for every hour (or part therefore) that the actual average performance goes above the SLA.</p> <p>The credit will be capped at 5% of the Management &amp; Operation fee for that month.</p>
<b>Update of (Dashboard) Users Account</b>	<p>All user profile changes to be handled within 4 hours of the ticket being logged in the IT Service Management system and approval being given.</p>	<p>The Contractor must notify the UNICEF project manager if the average actual performance is more than four hours.</p> <p>The Contractor should indicate if this was a one off occurrence or likely to be an ongoing issue, in which case a plan to return to the agreed SLA performance should be provided.</p> <p>UNICEF may apply a credit to a future invoice or request a refund for the amount of the credit if no future invoice is due.</p>

		<p>The credit will be calculated at 1% of the Management &amp; Operation fee, for that month, for every hour (or part therefore) that the actual average performance goes above the SLA.</p> <p>The credit will be capped at 5% of the Management &amp; Operation fee for that month.</p>
<b>Unlock User Profile</b>	All locked user profiles to be responded to, and unlocked within 2 hours of the ticket being logged in the IT Service Management system.	<p>The Contractor must notify the UNICEF project manager if the average actual performance is more than one hour.</p> <p>The Contractor should indicate if this was a one-off occurrence or likely to be an ongoing issue, in which case a plan to return to the agreed SLA performance should be provided.</p>

Agreed



Mark Usher  
Partner  
Solidsoft Reply