



National Drought Management Authority

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When replying please quote:

Hunger Safety Net Programme Data Request and Confidentiality Form

A. Introduction

1. Hunger Safety Net Programme (HSNP) is a Government of Kenya initiative managed by National Drought Management Authority (NDMA) under the Ministry of Devolution and Planning that delivers regular and predictable cash transfers to selected poor households in four counties in northern Kenya: Marsabit, Mandera, Turkana, and Wajir. HSNP invested on a mass registration exercise and build a comprehensive registry of 374, 806 households. This represents a comprehensive database for a population of 1, 958, 212. Based on this registry, HSNP is expanding its coverage to provide regular cash transfers to a 100, 000 households through bank accounts held at Equity Bank. The programme also aims to reach a further 274, 806 by opening bank accounts to enable NDMA and development partners to provide timely response in case of droughts and other emergencies.

2. NDMA recognises the importance of the HSNP registry as a critical information asset. HSNP's broader mission is to provide a safety net in addition to other funds for education, health, pensions, cash for work, emergency relief and livelihood development. HSNP registry contains livelihood bio-data which can help targeting of development efforts across a range of activities and sectors.

3. NDMA wishes to work with a number of stakeholders including Non-Governmental Organisations (national and international), Donors, and National and County governments by sharing HSNP registry data on basis of data sharing protocols that: (i) provides a framework for the secure and confidential sharing of information. (ii) ensures **Personal Data**¹ is handled in a sensitive manner and only disclosed on need to use basis (iii) provides a basis where **anonymised data** about an individual beneficiary or member can be shared without consent in a form where the identity cannot be recognised (iv) creates **a transparent procedure to increase usage** of HSNP data to provide additional services to cash transfer beneficiaries and non-beneficiaries.

4. Please fill this "data request and confidentiality form": sections B (organisation/individual details), C (purpose and objectives of request), (data requirements), E (sign data confidentiality agreement, if you wish to get "Personal Data") and F (signature) and submit to NDMA using the following email address: info@hsnp.or.ke. NDMA shall process dully completed data request form and provide feedback within 7 working days.

¹ According to Cash Transfer Learning Programme (2013) Personal data is defined as any data that directly or indirectly identifies or can be used to identify a living individual

B. Individual's/Organisation's Details

5. Name:			
6. Type of organisation:			
7. Address (P.O. Box and Physical location):			
8. Telephone (Office No):		9. Mobile No:	
10. Email Address:			

C. Purpose/Objectives

11. What will the information be used for?

- Provide cash benefit (State location, transfer amount, target group and programme name)
- Provide in-kind support (State location, target group and length of the programme)
- Research (State purpose and specific coverage e.g. Adolescent girls school dropout in Wajir)
- Others (Provide details on the drop box below)

12. What format would you like to receive the data?

- Soft Copy
Specify the format (e.g. excel, access, others)

- Direct access over the Intranet/Secure File Transfer Protocol (SFTP)

Specify user name for access to SFTP _____

Direct Access over web services

13. What is the timeframe for information use?

Start Date: |_|_| / |_|_| / |_|_|_|_| End Date: |_|_| / |_|_| / |_|_|_|_|

D. Data Requirements

14. Choose fields or information parameters

a) Geographic Location

- | | | | |
|---|--------------------------|-----------------------------|--------------------------|
| (i). County | <input type="checkbox"/> | (ii). Sub County (District) | <input type="checkbox"/> |
| (iii). Division | <input type="checkbox"/> | (iv). Location | <input type="checkbox"/> |
| (v). Sub Location | <input type="checkbox"/> | (vi). Village | <input type="checkbox"/> |
| (vii). Village Coordinates (Way Points) | <input type="checkbox"/> | | |

b) Household Characteristics

- | | | | |
|--|--------------------------|---|--------------------------|
| (i) Household Number | <input type="checkbox"/> | (ii). Community based rank | <input type="checkbox"/> |
| (iii). Wealth group | <input type="checkbox"/> | (iv) Poverty Score (PMT) | <input type="checkbox"/> |
| (v). Is provider resident in household? | <input type="checkbox"/> | (vi) Is household Polygamous? | <input type="checkbox"/> |
| (vii). Children under 15 on settlement | <input type="checkbox"/> | (viii) Children under 15 outside settlement | <input type="checkbox"/> |
| (ix). Spouses on settlement | <input type="checkbox"/> | (x) Spouses outside settlement | <input type="checkbox"/> |
| (xi). Household Status (Beneficiary?) | <input type="checkbox"/> | (xii) Recipient of WFP's GFD | <input type="checkbox"/> |
| (ix). Recipient of orphans cash transfer | <input type="checkbox"/> | (x) Recipient of disability cash transfer | <input type="checkbox"/> |

c) Household Members ("Personal Data")

- | | | | |
|------------------------------------|--------------------------|----------------------|--------------------------|
| (i). Birth Certificate number | <input type="checkbox"/> | (ii). National ID No | <input type="checkbox"/> |
| (iii). Bank Account | <input type="checkbox"/> | (iv). Names | <input type="checkbox"/> |
| (v). Relationship to main provider | <input type="checkbox"/> | (vi). Sex | <input type="checkbox"/> |

- (vii). Age (viii). Date of birth
- (ix). Father Alive (x). Mother Alive
- (xi). Attended school? (xii). Highest grade
- (xiv). Reasons for dropping out of school (xv). Occupation during registration
- (xvi). Chronic illness (xvii). Length of time with chronic illness
- (xviii). Physical or mental disability (xix). Receives school meals

d) Household dwelling characteristics and assets

- (i). Rooms of household structure (ii). Wall Material
- (iii). Roof material (iv). Type of Toilet
- (v). Source of water (vi). Source of lighting
- (vii). Source of Cooking (viii). Assets (cattle, boats etc)
- (ix). Land Acreage (x). Livestock
- (xi). Occupation of main provider (xii). Fishing items

NB: Please sign the confidentiality agreement in section “E” below, if you have selected any of the information parameters on category “c” (household members).

15. How should requested data be analysed? Please choose **ONE** option.

- (i). Summary data e.g. beneficiaries by district
- a) Any specific gender: (i) Male (ii) Female
- b) Any specific age (in years): (i) Minimum (ii) Maximum
- (ii). Listed data e.g. List of payee accounts

(iii). Please provide additional information in support of your data requests if not covered in (i or ii)

16. Are you conducting your own additional survey(s)? If so, please specify the kind of data collected and geographic scope?

E. Data Confidentiality Agreement

17. HSNP registry contains information including personal data such as names, mobile number, birth certificate number, National ID number, sex, date of birth, orphan hood, chronic illness, family relationships, address (county, district, division, location, sub location, village, GPS Coordinates), school grade and reasons for leaving school . In line with the Kenyan constitution and international data sharing protocols, HSNP programme and its implementation partners, notified the applicants and obtained informed consent to use the information for humanitarian work². Based on this derived consent, NDMA shall process applicants request – hereinafter referred to as “Applicant” - for data and may share Personal Data on the following conditions:

- Personal Data shall be used for **very specific purposes such as cash transfers, humanitarian or development work** and may not be used for any other purpose that is incompatible with the request purpose;
- Personal Data is **owned by NDMA**. Applicant is therefore restricted from transferring Personal Data outside Kenya except if required by law and you receive prior written consent from NDMA;
- Applicant shall **implement appropriate technical and organisational/individual measures** to ensure **confidentiality, privacy, availability, accuracy and security of Personal Data** and safeguard it from unauthorised or unlawful manner, and shall not use it for other purposes or in any other manner except with express prior written consent of NDMA;
- Applicant shall regard the Personal Data as **confidential and not disclose such data to any person other than to persons to whom disclosure is necessary** for the performance of the data management and processing responsibilities;
- Applicant shall **comply with request from NDMA to amend, transfer or delete Personal Data** and provide copy of all or specified Personal shared with you in a format or media specified by the NDMA in reasonable timeframe;
- Applicant shall **indemnify and keep indemnified NDMA and defend at its expense against all costs, claims, damages or expenses incurred** for which it may become liable due your failure to comply with data protection laws and regulations;

² Provide a cash benefit, stop the money from being stolen, learn how to make programme better and include other benefits from HSNP partners and other humanitarian organisations

- Applicant shall **bear LIABILITY**, if Personal Data is disclosed to any person other than persons to whom disclosure is necessary without prior written consent from NDMA. If Applicant knowingly or otherwise breaches the terms of this agreement, the Applicant shall be denied any further access to Personal Data and NDMA may seek legal recourse;

18. Any amendment or variation to this Agreement shall be in writing and will require the written consent of both parties. Such consent shall not be unreasonably withheld.

19. The Agreement terminates in the event of **non-compliance or upon the expiry of timeframe for information use (set out in clause 13 of application form) or by way of NDMA written notification**. Should new use for the data set arise thereafter, a written approval must be sought from NDMA.

20. Neither party will be liable for any act, omission nor does failure to fulfil its obligations under this Agreement if and to the extent that such omission act or failure arise from any cause reasonably beyond its control.

21. This confidentiality agreement is governed by the Kenyan and International laws and data protection protocols, guidelines and conventions listed below:

- **Kenya Constitution:** Article 31 of the new constitution of Kenya protects individual privacy, including people's right not to have information relating to their family or private affairs unnecessarily revealed or their communications privacy infringed
- **Council of Europe's Convention** for the Protection of Individuals with regard to the Automatic Processing of Personal Data
- **United Nations Guidelines** Concerning Computerized Personal Data Files
- **OECD Guidelines** on the Protection of Privacy and Trans-border Flows of Personal Data

22. By appending your signature, the Applicant has read and understood **NDMA Confidentiality Agreement (all clauses in section E above)**, which describes how Personal Data should be used. Applicant has the right to refuse to sign this Acknowledgment, in which case NDMA is obliged not to process and share **Personal Data**.

23. I, the undersigned, hereby certify that I have read, understood and shall abide by **NDMA Data Confidentiality Agreement (all clauses in section E above)**.

Date (dd/mm/yyyy): |_|_| / |_|_| / |_|_|_|_|

Name (Print Name Clearly): _____

Signature: _____

F. Signature and Date

24. I, the undersigned, hereby certify to the best of my knowledge that all the information provided in this application form is accurate.

Date (dd/mm/yyyy): |_|_| / |_|_| / |_|_|_|_|

Name (Print Name Clearly): _____

Signature: _____

G. For Official Use Only (NDMA shall process request within 7 working days)

25. HSNP has assessed the requests based on the Data Sharing Protocols and recommends approval of request:

Coordinator's Name or Representative: _____

Signature: _____

Date (dd/mm/yyyy): |_|_| / |_|_| / |_|_|_|_|

26. NDMA authorises sharing of the data with the applicant:

CEO's Name or Representative: _____

Signature: _____

Date (dd/mm/yyyy): |_|_| / |_|_| / |_|_|_|_|