Data Protection Annex for Individual Contractors

1. The Agreement

1.01 This Data Protection Annex for Individual Contractors ("Data Protection Annex") is incorporated into, forms part of, and is subject to the terms and conditions of the Agreement.

1.02 Any capitalized term used but not defined in this Data Protection Annex has the meaning given to it in the Agreement.

2. Confidentiality and Compliance with Applicable Law

2.01 Purchaser Data comprises Purchaser's confidential information and is subject to all protections and obligations applicable to Purchaser's confidential information under the Agreement.

2.02 Individual Contractor will comply with all applicable data privacy, data security, artificial intelligence, and other data protection related laws, regulations, or directives in connection with the performance of its obligations under the Agreement.

3. Custodian of Purchaser Data and Use of Purchaser Data

3.01 Individual Contractor is a custodian only of Purchaser Data and accordingly:

(a) the Agreement does not create any right or license for Individual Contractor or any third parties to use any Purchaser Data for their own benefit or for the benefit of any person or entity other than Purchaser,

(b) as between Purchaser and Individual Contractor, Purchaser is the sole and exclusive owner of, and will retain all right, title, and interest in and to any Purchaser Data,

(c) regardless of the medium or form in which Purchaser Data is stored, Individual Contractor will not acquire or assert any right in, title to, or encumbrance over, any Purchaser Data for any reason,

(d) Individual Contractor will not, under any circumstances, sell, assign, lease, license, securitize, or otherwise commercially exploit any Purchaser Data,

(e) Individual Contractor will not directly or indirectly disclose, transmit, comingle, or otherwise provide access to Purchaser Data to any person or entity other than Authorized Personnel without Purchaser's prior written consent in each and every instance,

(f) Individual Contractor will only Process, or permit Processing of, Purchaser Data solely and exclusively for the Permitted Purpose and only for so long as is required to fulfill the Permitted Purpose and not for any other Purpose,

(g) Individual Contractor will not Process, or permit Processing of, Purchaser Data for training, fine-tuning, or otherwise improving artificial intelligence or machine learning models, and

(h) Purchaser has the right to retrieve or delete, or require the retrieval or deletion of, any Purchaser Data at any time and Individual Contractor will promptly comply, and cause any Subprocessors to comply, with a Purchaser request for retrieval or deletion of any Purchaser Data.

3.02 Individual Contractor will not, unless expressly authorized to do so under the Agreement: (a) track, store, analyze, distribute, disclose, sell, license, or otherwise transfer to any third party any user data (e.g., internet browser type, version, system specifications, access logs, IP address, MAC address) relating to Purchaser or captured by Individual Contractor in the course of performing its

obligations under the Agreement, or (b) target advertisements, promotions, offers, or other marketing based on user data relating to Purchaser or captured by Individual Contractor in the course of performing its obligations under the Agreement.

4. Archival and Other Immunities

4.01 Individual Contractor agrees that Purchaser Data:

(a) are official archives of the relevant member of the World Bank Group, used to perform its core function,

(b) constitute the “archives” and “property” of the relevant member of the World Bank Group pursuant to applicable treaties and under applicable international and domestic laws, and

(c) are inviolable and subject to absolute and full immunity from legal and judicial process, search, seizure, confiscation, attachment, and discovery by others as set forth in such treaties and laws.

4.02 Individual Contractor will take such actions as are requested by Purchaser from time to time to protect the World Bank Group’s archives and to preserve the World Bank Group’s privileges and immunities.

4.03 Individual Contractor agrees that none of:

(a) Purchaser’s execution or performance of the Agreement,

(b) Purchaser providing any Purchaser Data to Individual Contractor or any third parties in connection with the Agreement, or

(c) Purchaser requiring Individual Contractor or any of its representatives to perform any obligations under the Agreement,

will be construed as any member of the World Bank Group waiving, renouncing, modifying, or intending to waive, renounce, or modify, to any extent or in any manner whatsoever, any privileges or immunities under any treaty, international law, or domestic law, which privileges and immunities are specifically reserved.

5. Third Party Data Requests

5.01 In the event of a Third Party Data Request, Individual Contractor will, unless expressly prohibited by law:

(a) immediately notify Purchaser of the existence of the Third Party Data Request,

(b) use its best efforts to redirect the third party to Purchaser,

(c) refrain from disclosing or providing access to any Purchaser Data in response to the Third Party Data Request without first obtaining Purchaser’s prior and express written consent,

(d) provide Purchaser with sole and exclusive control over any response to the Third Party Data Request, including without limitation the sole and exclusive right to initiate or respond to any legal proceedings, in so far it affects any Purchaser Data, and

(e) take such actions as are reasonably requested by Purchaser to help protect Purchaser Data, including without limitation by initiating or responding to legal proceedings, at Purchaser’s request.

5.02 If, notwithstanding the above, Individual Contractor remains compelled by applicable law to disclose or provide the third party with access to any Purchaser Data, Individual Contractor will only disclose that portion of the Purchaser Data that is strictly required to discharge its obligations under applicable law and will use best efforts to ensure that the Purchaser Data is afforded appropriate protection.

6. Data Security Safeguards

6.01 Individual Contractor will implement and, at all times maintain, administrative, physical, technical, and organizational safeguards appropriate to the risk represented by the nature of the Purchaser Data and the Processing of Purchaser Data permitted under the Agreement.

6.02 In addition, Individual Contractor will, at a minimum:

(a) encrypt all Purchaser Data at rest using AES 256-bit, including any backup, and in transit (using TLS 1.2 or later),

(b) treat any and all information relating to Purchaser's remote access and transmission protocols as Purchaser's confidential information in accordance with the Agreement,

(c) take all necessary steps to maintain the integrity of Purchaser Data and to protect it against deterioration and degradation of its quality and authenticity, and

(d) complete information security awareness training through a reputable third party provider at least once annually.

7. Data Protection Audit and Inquiries

7.01 Purchaser, or an independent auditor appointed by Purchaser, has the right to audit Individual Contractor to verify compliance with the obligations under this Data Protection Annex once per year, or at any time after a Data Incident, upon prior written notice.

7.02 Individual Contractor will take all reasonable steps to cooperate with any such audit, including without limitation, by making available any relevant records, policies, systems, or facilities, and granting access to any premises or personnel, involved in, or used for the performance of any data-related obligations under the Agreement.

7.03 Individual Contractor will, at Purchaser's request, provide timely and complete: (a) responses to Purchaser's cybersecurity inquiries related to procedural and technical controls that Individual Contractor has implemented to protect against emerging and current cybersecurity threats, including ransomware attacks and software supply chain vulnerabilities, and (b) details on the actions that Individual Contractor has taken or plans to take in order to remediate specified vulnerabilities.

8. Geographic Location of Purchaser Data

8.01 At Purchaser's request, Individual Contractor will and will cause any Subprocessor to provide Purchaser with prior written notice of the location of any facilities that will be used to store Purchaser Data.

9. Data Incident

9.01 If Individual Contractor becomes aware of a suspected or actual Data Incident, Individual Contractor will:

(a) immediately, but in any event within 24 hours, notify Purchaser,

(b) take all necessary steps to investigate, contain, and mitigate the Data Incident and to restore normal functionality,

(c) cooperate with Purchaser's requests for information and assistance, including without limitation, by providing Purchaser with periodic written updates regarding the Data Incident and Individual Contractor's response to the Data Incident,

(d) at Purchaser's request, prepare and send any notifications required under applicable law arising from the Data Incident,

(e) at Purchaser's request, cooperate with Purchaser with respect to any action by any regulatory body or any lawsuit arising from the Data Incident, and

(f) as soon as reasonably practicable, review Individual Contractor's response to the Data Incident to identify and address any vulnerabilities, weaknesses, or failures in Individual Contractor's response processes and report all planned and completed remediations to Purchaser.

9.02 Vendor acknowledges that a Data Incident may cause irreparable harm to Purchaser, other members of the World Bank Group, and third parties, for which monetary damages may be an inadequate remedy.

10. Return or Destruction of Purchaser Data

10.01 Upon termination or expiration of the Agreement, Individual Contractor will at Purchaser's request: (a) return Purchaser Data to Purchaser by transmitting Purchaser Data in a widely supported, commonly used, and machine-readable format, and in a secure and encrypted manner, and/or (b) delete or destroy Purchaser Data by rendering Purchaser Data permanently unusable, unreadable, or indecipherable using industry standard measures.

10.02 If Purchaser does not request the return and/or deletion of Purchaser Data under Section 10.01 within one (1) year of termination or expiration of the Agreement, Individual Contractor will immediately delete or destroy Purchaser Data in accordance with Section 10.01(b).

10.03 Vendor will, at Purchaser's request, provide Purchaser with written certification attesting to Individual Contractor's compliance with Sections 10.01 and 10.02, the date of the return, destruction or deletion of Purchaser Data, and the methods used for such destruction or deletion.

10.04 Notwithstanding the above, Individual Contractor may retain Purchaser Data to the extent necessary for Individual Contractor to comply with applicable law provided that, in each case, Individual Contractor: (a) only retains Purchaser Data for the minimum period necessary to satisfy any such obligations, (b) notifies Purchaser of the duration of the retention period in writing, and (c) remains bound by all obligations in the Agreement with respect to the retained Purchaser Data.

11. Personal Data

11.01 To the extent that Individual Contractor Processes Personal Data in the course of performing the Agreement, Individual Contractor will:

(a) only Process Personal Data in accordance with applicable law and in accordance with any other written instructions given by Purchaser,

(b) to the extent that the Permitted Purpose requires Individual Contractor to collect, extract or receive Personal Data from a Data Subject, take reasonable steps to (i) notify the Data Subject and obtain any necessary consent or ensure there is another legal basis to Process such Personal Data, and (ii) ensure that any such Personal Data is accurate and complete,

(c) keep appropriate documentation of Individual Contractor's Processing activities,

(d) at Purchaser's request, provide any assistance reasonably required for Purchaser to rectify any inaccurate Personal Data, update any Personal Data that is out of date, or delete any Personal Data, and

(e) complete data privacy training through a reputable third-party provider at least once annually.

12. Subprocessing

12.01 To the extent that Individual Contractor uses Subprocessors in the course of performing the Agreement, Individual Contractor will notify Purchaser and will, at Purchaser's request, make information about such Subprocessors available to Purchaser including their function and location.

12.02 Individual Contractor will ensure that any Subprocessors are bound by data protection obligations that are substantially equivalent to, or more onerous than, the obligations set out in the Agreement.

12.03 Individual Contractor will remain responsible and liable to Purchaser for all acts and omissions of any Subprocessors in connection with the Agreement and will ensure that any Subprocessors comply with all terms and conditions of the Agreement.

13. AI Technology

13.01 To the extent Individual Contractor uses AI Technology in the course of performing the Agreement, Individual Contractor will:

(a) use best efforts to ensure that the AI Technology and its outputs: (i) are not deceptive, misleading, or inaccurate, (ii) are free of bias and discrimination, and (iii) comply with industry standards,

(b) clearly distinguish any of the AI Technology's generative outputs from human-created content, e.g., via disclaimers or labelling, and

(c) at Purchaser's request promptly provide to Purchaser: (i) to the extent available, any current model cards or equivalent information for the AI Technology, and (ii) explanations of the AI Technology's outputs, as well as replies to Purchaser's reasonable questions regarding such explanations.

14. Access to Purchaser Facilities

14.01 To the extent Individual Contractor is granted physical access to Purchaser's premises, Individual Contractor will:

(a) only access secure areas which are relevant to Individual Contractor's role,

(b) utilize identification badges and ensure they are always visible when present at Purchaser premises,

(c) secure physical documents and devices which contain or access Purchaser Data from unauthorized use or theft, including by locking storage spaces and using passwords to protect devices,

(d) only remove Purchaser documents and devices which contain or access Purchaser Data after receiving prior written authorization from Purchaser.

15. Logical Access to Purchaser Information Systems

15.01 To the extent Individual Contractor is granted access to any Purchaser Information Systems, Individual Contractor will:

(a) adhere to Purchaser's information security, information classification, and access to information policies, directives and procedures published at https://ppfonline.worldbank.org,

(b) only use Purchaser's Information Systems to the extent required for the Permitted Purpose,

(c) ensure that credentials to access Purchaser Information Systems are safeguarded and protected from unauthorized use,

(d) not test, explore, disable, or otherwise attempt to compromise Purchaser Information Systems security controls unless explicitly authorized in writing and only to the extent required by the Permitted Purpose,

(e) only install software that has been approved in advance by Purchaser in Purchaser Information Systems, and

(f) timely complete any mandatory information security awareness trainings and data privacy trainings required by Purchaser having regard to the nature of the Services to be provided under the Agreement.

16. Definitions

16.01 For the purposes of this Data Protection Annex:

(a) "Agreement" means the agreement between Purchaser and Individual Contractor that references, attaches, or otherwise incorporates this Data Protection Annex, together with the terms of this Data Protection Annex, and any other Purchaser documents referenced in, or otherwise incorporated into, the agreement.

(b) “AI Technology” means any machine learning, deep learning, large language models, neural networks, or other artificial intelligence methods.

(c) “Authorized Personnel” means only those of Individual Contractor’s employees, agents, advisors, or Subprocessors who have a need to know, or to Process, Purchaser Data for the Permitted Purpose.

(d) “Data Incident” means any actual or reasonably suspected unauthorized or unlawful: (i) use, modification, alteration, disclosure, transfer, interception, corruption, destruction, deletion, loss, or other Processing of, or access to, Purchaser Data, or (ii) access to, or damage, attack, corruption, or loss of any systems or devices that are used to access, host, maintain, transfer, or otherwise Process any Purchaser Data.

(e) “Data Subject” means a natural living person whose Personal Data is Processed.

(f) “Individual Contractor” means the individual described as “Individual Contractor” in the Agreement.

(g) “Permitted Purpose” means the Processing of Purchaser Data solely and exclusively to the extent necessary for Individual Contractor to perform its obligations under the Agreement.

(h) “Personal Data” means any information relating 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 to the physiological, genetic, mental, economic, cultural, or social identity of an individual.

(i) “Process” means any operation or set of operations that is performed on information or data, or on sets of information or 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, hosting, transmitting, or otherwise making available, modifying, aligning or combining, restricting, erasing, deleting, or destroying.

(j) “Purchaser” means the relevant member of the World Bank Group described as the “Purchaser” in the Agreement.

(k) “Purchaser Data” means any and all information or data, regardless of its form, that: (i) is provided by or on behalf of any member of the World Bank Group or any of its clients to Individual Contractor or any of its representatives in connection with the Agreement, (ii) is accessed by Individual Contractor or any of its representatives via World Bank Group systems, (iii) is generated by Individual Contractor or any of its representatives for or on behalf of any member of the World Bank Group or any of its clients, including through the use of AI Technology, in connection with the Agreement, or (iv) comprises Personal Data Processed at the request, or on behalf, of the World Bank Group in connection with the Agreement.

(l) “Purchaser Information Systems” means any Purchaser systems, devices or environments that are used to access, host, maintain, transfer, or otherwise Process any Purchaser Data.

(m) “Subprocessor” means any entity to which Individual Contractor (or its Subprocessor) has provided Purchaser Data or who otherwise Processes Purchaser Data on behalf of Individual Contractor but does not include any subcontractor.

(n) "Third Party Data Request” means any actual or threatened request or demand by any person or entity for access to, or the production or disclosure of, any Purchaser Data, including without limitation, pursuant to any applicable law, regulation, or other form of legal process or procedure.

(o) “World Bank Group” means the International Bank for Reconstruction and Development, the International Finance Corporation, the International Development Association, the Multilateral Investment Guarantee Agency, and the International Centre for Settlement of Investment Disputes, each of which may be referred to as a member of the World Bank Group and collectively as members of the World Bank Group.