**INSTRUCTIONS FOR THE USE OF THE DATA ACCESS REQUEST FORM**

For the purposes of DTM, it is important to categorize DTM data as being (1) non-personal and non-sensitive (can be made publicly available), (2) non-personal but sensitive (only accessed by a Data Access Request Form) or (3) personal data or non-personal but highly sensitive (only shared after coordination with LEG).

This form is to be used for DTM data that are non-personal but sensitive.

The categorization would be as follows:

* **DTM data that are non-personal and non-sensitive:** This would include, for example, aggregated, anonymized and quantitative data excluding protection-related data (e.g. numbers of households, age groups, whether IDPs receive treated water). Such DTM data can be made publically available (e.g. included in the DTM website, in IOM reports). In principle, they can be collected, reported upon and shared without major privacy concerns.
* **DTM data that are non-personal but sensitive:** This would include, for example, data that can include protection indicators that are shared relating to a specific site or point (e.g. Number of children at the site level or passing through a flow monitoring point, number of schools or hospitals left in a conflict area). Such data should not be made publicly available (e.g. they should not be put on the DTM website or in IOM reports). For IOM to be able to share such DTM data, the requesting entity needs to fill in and sign the Data Access Request Form. Such DTM data can be shared with some level of restrictions, as specified in the Data Access Request Form as sharing could potentially lead to breaches of confidentiality, privacy and safety and/or put an individual or community at risk of retaliation, exclusion, exploitation, discrimination, etc.
* **DTM data that are either personal data or non-personal but highly sensitive:** Such data include non-personal data that are assessed as being highly sensitive (e.g. geolocation of hospital in conflict area). They also include personal data, i.e. data that could either on their own or if combined with other data sets, identify an individual (e.g. two doctors left in a conflict area, one female among a group of males etc.). Such data can only be shared with third parties following coordination with LEG (leg@iom.int ), as a different template needs to be used.

It is the responsibility of the DTM Coordinator in each IOM Office to categorize the DTM data in those three categories. It is important to coordinate with the Chief of Mission, the DTM Support team (DTMSupport@iom.int) and LEG (leg@iom.int) when needed.

**DISPLACEMENT TRACKING MATRIX (DTM)**

**DATA ACCESS REQUEST FORM**

**Data Requested by the following Data User:**

|  |  |
| --- | --- |
| Last Name |  |
| First Name |  |
| Title |  |
| Entity |  |
| Address |  |
| Telephone # |  |
| Email |  |

**Request details and obligations:**

|  |
| --- |
| (1)Type of data requested (hereinafter the “DTM Data”)  |
| [ ]  Baseline assessment data [ ]  Flow Monitoring data [ ]  Site assessment data [ ] Survey data [ ] Other. Specify: |
| (2) Purpose of sharingIndicate usage(s) of data by the Data User : |
| [ ] Humanitarian aid delivery [ ] Humanitarian aid planning [ ] Inter-agency coordination[ ]  Humanitarian advocacy [ ] Humanitarian research [ ]  Other. Specify: |
| (3) Data Sharing & obligations: |
| The Data User hereby acknowledges and confirms that he/she: 1. Will use the DTM data solely for the purpose indicated above under (2) and purely for humanitarian purposes and it will only disclose it to its necessary staff involved in furtherance of said purpose.
2. Will not use the DTM data for purposes that are contrary to IOM’s mandate.
3. Will mention DTM as the source of the DTM data every time it uses it by stating that “Source: International Organization for Migration (IOM), *[month, year],* Displacement Tracking Matrix (DTM)”, unless otherwise instructed by the DTM Coordinator.
4. Will provide feedback to IOM on the usage of the DTM data, if requested by IOM.
5. Understands and agrees that the ownership of the DTM data remains with IOM and that although the greatest care has been applied to ensure the accuracy and reliability of data, IOM does not warrant its absolute accuracy and reliability. IOM does not accept any liability for any loss or injury which may arise from reliance on the DTM data provided.
6. Shall take appropriate measures to protect the DTM data shared under this Agreement against accidental or unauthorized destruction, accidental loss, unauthorized access, use, alteration or dissemination, and against all other unauthorized forms of processing and it shall take all reasonable steps to ensure that all its employees, agents and subcontractors abide by the obligations under this Form.
7. Shall ensure that appropriate measures shall be used to safeguard the transmission of the DTM data from IOM to the Data User.
8. Shall immediately update, rectify and/or delete the DTM data upon instruction from IOM.
9. Shall treat the DTM data as strictly confidential. If the Data User receives a request from a third party to share the DTM data, the Data User shall advise the third party to contact directly IOM and request the DTM data.
10. Agrees to defend, indemnify and hold harmless IOM and its employees and agents from and against all claims and expenses arising out of the use of the DTM data by the Data User. Neither IOM nor any of its employees or agents accept any responsibility whatsoever for the appropriateness, quality, accuracy, timeliness and completeness of the DTM data.
 |
| (4) Final provisions |
| 1. Nothing in or relating to this Form is deemed a waiver, express or implied, of any of the privileges and immunities of IOM as an intergovernmental organization.
2. Amendments to this Form may be made by mutual agreement in writing between the IOM and the Data User.
3. Any dispute, controversy or claim arising out of or in relation to this Form, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the parties.
 |

**In agreement:**

Signature:

Signed at (location):       Date:

**IOM authorization:**

Signature:       Name:

Signed at (location): Date: