



**Ministry of Climate Change,
Environment and Energy**

Generic MOUs for Data Sharing

**Consultancy Services to Review and
Strengthen the Institutional Arrangements for
Climate Change Reporting**

CBIT Maldives

**Capacity Building for Improved Transparency of Climate Change
Mitigation and Adaptation Actions in the Maldives**





Ministry of Climate Change, Environment and Energy
Male', Republic of Maldives

Generic MOUs for Data Sharing

Deliverable 1.1.3: Three (3) generic MOUs for government institutions, state-owned companies/companies with majority government shares, and private sector stakeholders for data sharing.

Consultancy Services to Review and Strengthen the Institutional Arrangements for
Climate Change Reporting

CBIT MALDIVES

**Capacity Strengthening for Improved Transparency of
Climate Change Mitigation and Adaptation Actions in
the Maldives Project**





Ministry of Climate Change, Environment and Energy

Capacity Strengthening for Improved
Transparency of Climate Change
Mitigation and Adaptation Actions in
the Maldives Project (CBIT Maldives)



This document has been financed by the Global Environment Facility (GEF), through Capacity Strengthening for Improved Transparency of Climate Change Mitigation and Adaptation Actions in the Maldives Project (CBIT Maldives), executed by the Ministry of Climate Change, Environment and Energy (MCCEE) with implementation support from UN Environment.

October 2024

Consultant:

Up Close
SOLUTIONS

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Memorandum of Understanding on Data Sharing – Ministry- Ministry

This Memorandum of Understanding on Data of Sharing (the “**MOU**”) is entered into effect as of **[DATE]**,

BETWEEN: **Ministry of Climate Change, Environment and Energy**, a Ministry of the Government of the Republic of Maldives with it's offices at Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives (hereafter referred to as “**Ministry**” or “**Data Recipient**”)

AND: **[MINISTRY]**, a Ministry of the Government of the Republic of Maldives with it's offices at **[ADDRESS]** (hereafter referred to as “**Data Provider**”).

The Data Recipient and Data Provider shall be referred to together as the “**Parties**”.

1. PURPOSE AND SCOPE

1.1 This MOU shall set forth the sharing of data between the Data Provider and the Data Recipient for the purpose sole of preparing reports that the Ministry is mandated to prepare and submit, as part of the Government of Maldives' various treaty reporting obligations under climate change related treaties, conventions, and international agreements to which that the Republic of Maldives is a party .

2. DEFINITIONS

2.1 “**Confidential Information**” refers to any data or information that is identified as confidential or proprietary by the Data Provider

2.2 “**Data**” refers to the information shared by the Data Provider that is required by the Ministry to prepare Reports.

2.3 “**Reports**” refers to reports that the Ministry is mandated to prepare and submit, as part of the Government of Maldives' various treaty reporting obligations under climate change related treaties, conventions, and international agreements that the Republic of Maldives is a party to.

3. DATA SHARING OBLIGATIONS

- 3.1 The Data Provider agrees to share any requested Data with the Data Recipient for the purpose outlined in this MOU.
- 3.2 The Data Provider represents and warrants that it has the necessary rights and permissions to share the Data with the Data Recipient.
- 3.3 The Data Recipient shall use the Data solely for the purpose specified in this MOU and shall not disclose or use the Data for any other purpose without obtaining prior written consent from the Data Provider.
- 3.4 The Data Recipient shall take appropriate measures to ensure the security, confidentiality, and integrity of the Data, including implementing technical and organizational safeguards to prevent unauthorized access, loss, or disclosure.
- 3.5 The Data Recipient shall comply with all applicable laws and regulations governing data protection and privacy in relation to the Data, including but not limited to the prevailing laws on data protection and privacy in the Maldives.
- 3.6 The Parties shall identify a focal point to coordinate matters related to the implementation of this MOU within their respective organizations. The focal points shall be responsible for the overall collection and dissemination of Data under this MOU.
- 3.7 The focal points must be appointed within 7 (seven) days of the execution of this MOU and their name, designation, contact number, address and email address should be duly communicated to the other Party. Any subsequent changes to the focal points must be communicated in writing to the other Party within 3 (three) days of such change.
- 3.8 The Data Recipient may request the Data Provider to provide the Data in a general manner or in a particular format specified by the Data Recipient. The Data Sharing Form in Annex 1 shall be used for this purpose.
- 3.9 The Data Recipient may submit requests for clarification or where required, verification, of Data provided by the Data Provider. The Data Provider shall comply promptly with such requests.
- 3.10 The Data Recipient may specify deadlines by which the Data Recipient requires the Data. The Data Provider shall adhere to such deadlines. The Data Provider may request for deadline extensions in writing.
- 3.11 Where the Data is subject to a Quality Assurance / Quality Control Plan ("QA/QC Plan"), the Data Recipient shall provide the parameters of the QA/QC Plan in advance to the Data Provider and the Data Provider must adhere to the QA/QC Plan.

4. OWNERSHIP AND INTELLECTUAL PROPERTY

- 4.1 The ownership of the Data remains with the Data Provider. The Data Recipient acknowledges that it does not acquire any ownership rights or intellectual property rights in the Data.
- 4.2 The Data Recipient shall not modify, reproduce, distribute, or create derivative works based on the Data without the prior written consent of the Data Provider.

- 4.3 Notwithstanding section 4.2, the Data Provider hereby expressly provides its consent and approval to the Data Recipient to utilize the Data as they deem required for the purposes stated in Section 1.1 and 1.2. Any reports or publications of any nature prepared using the Data in this manner shall be the property of the Ministry.

5. CONFIDENTIALITY

- 5.1 The Data Provider may mark the Data, or parts thereof, as Confidential Information in providing the Data to the Data Recipient.
- 5.2 The Data Recipient agrees to maintain the confidentiality of any Confidential Information received from the Data Provider during the course of this MOU. The Data Recipient shall not disclose or use any Confidential Information for any purpose other than the purpose specified in this MOU, except with the prior written consent of the Data Provider or as required by law.
- 5.3 The Data Recipient shall take reasonable measures to protect the Confidential Information from unauthorized access, use, or disclosure, using at least the same degree of care that it uses to protect its own Confidential Information of a similar nature.
- 5.4 In utilizing the Data, the Data Recipient shall not attribute the Data to the Data Provider or any other identifiable party, except with the written consent of the party to which the Data is attributed to.

6. DATA RETENTION AND RETURN

- 6.1 The Data Recipient shall retain the Data indefinitely, or for the maximum duration specified in an applicable law.
- 6.2 Upon the written request of the Data Provider or upon termination of this MOU, the Data Recipient shall promptly return or securely dispose of all copies of the Data, including any backups or duplicates, unless otherwise required by an applicable law.
- 6.3 Any Data already utilized for the preparation of a climate change report shall be exempted from the requirement in Section 6.3.

7. INDEMNIFICATION

- 7.1 The Data Recipient agrees to indemnify, defend, and hold harmless the Data Provider from any claims, losses, damages, liabilities, or expenses arising out of or related to the Data Recipient's use, handling, or disclosure of the Data in violation of this MOU or applicable laws and regulations.
- 7.2 The Data Provider agrees to indemnify, defend, and hold harmless the Data Recipient from any claims, losses, damages, liabilities, or expenses arising out of or related to incomplete, false, misleading, fabricated or otherwise incorrect Data provided by the Data Provider.

8. TERM AND TERMINATION

- 8.1 This MOU shall commence on the effective date and continue for a period of 5 (five) years or until terminated by either Party in accordance with this section.
- 8.2 Either Party may terminate this MOU with written notice to the other Party in the event of a material breach of this MOU, subject to any cure period specified in the notice.
- 8.3 Upon termination of this MOU, the obligations of the Parties regarding the Data, confidentiality, and Data return or disposal shall continue to apply.

9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 This MOU shall be governed by and construed in accordance with the laws of the Republic of Maldives.
- 9.2 Any disputes arising out of or in connection with this MOU shall be resolved through amicable negotiations between the Parties.

10. ENTIRE AGREEMENT

- 10.1 This constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written.
- 10.2 No modification, amendment, or waiver of any provision of this shall be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this on **[DATE]**.

MINISTRY

DATA PROVIDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

WITNESS 1

Signature

Print Name and Title

WITNESS 2

Signature

Print Name and Title

Annex 1

Provide the Data Sharing Form here

Memorandum of Understanding on Data Sharing – Ministry- SOE

This Memorandum of Understanding on Data of Sharing (the “**MOU**”) is entered into effect as of **[DATE]**,

BETWEEN: **Ministry of Climate Change, Environment and Energy**, a Ministry of the Government of the Republic of Maldives with it's offices at Green Building, Handhuvaree Hingun, Maafannu, Male', 20392, Republic of Maldives (hereafter referred to as “**Ministry**” or “**Data Recipient**”)

AND: **[PUBLIC SECTOR COMPANY / SOE NAME]**, a Public Limited Company existing under the laws of the Republic of Maldives with Company Registration Number: **[Company Registration Number]** and having it's registered address at **[Registered Address]** (hereafter referred to as “**Data Provider**”).

The Data Recipient and Data Provider shall be referred to together as the “**Parties**”.

11. PURPOSE AND SCOPE

- 1.1 This MOU shall set forth the sharing of data between the Data Provider and the Data Recipient for the sole purpose of preparing reports that the Ministry is mandated to prepare and submit, as part of the Government of Maldives' various treaty reporting obligations under climate change related treaties, conventions, and international agreements to which the Republic of Maldives is a party.

12. DEFINITIONS

- 2.1 “**Confidential Information**” refers to any data or information that is identified as confidential or proprietary by the Data Provider
- 2.2 “**Data**” refers to the information shared by the Data Provider that is required by the Ministry to prepare Reports.
- 2.3 “**Reports**” refers to reports that the Ministry is mandated to prepare and submit, as part of the Government of Maldives' various treaty reporting obligations under climate change related treaties, conventions, and international agreements that the Republic of Maldives is a party to.

13. DATA SHARING OBLIGATIONS

- 3.1 The Data Provider agrees to share any requested Data with the Data Recipient for the purpose outlined in this MOU.
- 3.2 The Data Provider represents and warrants that it has the necessary rights and permissions to share the Data with the Data Recipient.
- 3.3 The Data Recipient shall use the Data solely for the purpose specified in this MOU and shall not disclose or use the Data for any other purpose without obtaining prior written consent from the Data Provider.
- 3.4 The Data Recipient shall take appropriate measures to ensure the security, confidentiality, and integrity of the Data, including implementing technical and organizational safeguards to prevent unauthorized access, loss, or disclosure.
- 3.5 The Data Recipient shall comply with all applicable laws and regulations governing data protection and privacy in relation to the Data, including but not limited to the prevailing laws on data protection and privacy in the Maldives.
- 3.6 The Parties shall identify a focal point to coordinate matters related to the implementation of this MOU within their respective organizations. The focal points shall be responsible for the overall collection and dissemination of Data under this MOU.
- 3.7 The focal points must be appointed within 7 (seven) days of the execution of this MOU and their name, designation, contact number, address and email address should be duly communicated to the other Party. Any subsequent changes to the focal points must be communicated in writing to the other Party within 3 (three) days of such change.
- 3.8 The Data Recipient may request the Data Provider to provide the Data in a general manner or in a particular format specified by the Data Recipient. The Data Sharing Form in Annex 1 shall be used for this purpose.
- 3.9 The Data Recipient may submit requests for clarification or where required, verification, of Data provided by the Data Provider. The Data Provider shall comply promptly with such requests.
- 3.10 The Data Recipient may specify deadlines by which the Data Recipient requires the Data. The Data Provider shall adhere to such deadlines. The Data Provider may request for deadline extensions in writing.
- 3.11 Where the Data is subject to a Quality Assurance / Quality Control Plan ("QA/QC Plan"), the Data Recipient shall provide the parameters of the QA/QC Plan in advance to the Data Provider and the Data Provider must adhere to the QA/QC Plan.

14. OWNERSHIP AND INTELLECTUAL PROPERTY

- 4.1 The ownership of the Data remains with the Data Provider. The Data Recipient acknowledges that it does not acquire any ownership rights or intellectual property rights in the Data.

4.2 The Data Recipient shall not modify, reproduce, distribute, or create derivative works based on the Data without the prior written consent of the Data Provider.

4.3 Notwithstanding section 4.2, the Data Provider hereby expressly provides its consent and approval to the Data Recipient to utilize the Data as they deem required for the purposes stated in Section 1.1 and 1.2. Any reports or publications of any nature prepared using the Data in this manner shall be the property of the Ministry.

15. CONFIDENTIALITY

5.1 The Data Provider may mark the Data, or parts thereof, as Confidential Information in providing the Data to the Data Recipient.

5.2 The Data Recipient agrees to maintain the confidentiality of any Confidential Information received from the Data Provider during the course of this MOU. The Data Recipient shall not disclose or use any Confidential Information for any purpose other than the purpose specified in this MOU, except with the prior written consent of the Data Provider or as required by law.

5.3 The Data Recipient shall take reasonable measures to protect the Confidential Information from unauthorized access, use, or disclosure, using at least the same degree of care that it uses to protect its own Confidential Information of a similar nature.

5.4 In utilizing the Data, the Data Recipient shall not attribute the Data to the Data Provider or any other identifiable party, except with the written consent of the party to which the Data is attributed to.

16. DATA RETENTION AND RETURN

6.1 The Data Recipient shall retain the Data indefinitely, or for the maximum duration specified in an applicable law.

6.2 Upon the written request of the Data Provider or upon termination of this MOU, the Data Recipient shall promptly return or securely dispose of all copies of the Data, including any backups or duplicates, unless otherwise required by an applicable law.

6.3 Any Data already utilized for the preparation of a climate change report shall be exempted from the requirement in Section 6.3.

17. INDEMNIFICATION

7.1 The Data Recipient agrees to indemnify, defend, and hold harmless the Data Provider from any claims, losses, damages, liabilities, or expenses arising out of or related to the Data Recipient's use, handling, or disclosure of the Data in violation of this MOU or applicable laws and regulations.

7.2 The Data Provider agrees to indemnify, defend, and hold harmless the Data Recipient from any claims, losses, damages, liabilities, or expenses arising out of or related to incomplete, false, misleading, fabricated or otherwise incorrect Data provided by the Data Provider.

18. TERM AND TERMINATION

8.1 This MOU shall commence on the effective date and continue for a period of 5 (five) years or until terminated by either Party in accordance with this section.

8.2 Either Party may terminate this MOU with written notice to the other Party in the event of a material breach of this MOU, subject to any cure period specified in the notice.

8.3 Upon termination of this MOU, the obligations of the Parties regarding the Data, confidentiality, and Data return or disposal shall continue to apply.

19. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This MOU shall be governed by and construed in accordance with the laws of the Republic of Maldives.

9.2 Any disputes arising out of or in connection with this MOU shall be resolved through amicable negotiations between the Parties.

20. ENTIRE AGREEMENT

10.1 This constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written.

10.2 No modification, amendment, or waiver of any provision of this shall be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this on [DATE].

MINISTRY

DATA PROVIDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

WITNESS 1

WITNESS 2

Signature

Signature

Print Name and Title

Print Name and Title

Annex 1

Provide the Data Sharing Form here

Memorandum of Understanding on Data Sharing – Ministry- Private

This Memorandum of Understanding on Data of Sharing (the “**MOU**”) is entered into effect as of **[DATE]**,

BETWEEN: **Ministry of Climate Change, Environment and Energy**, a Ministry of the Government of the Republic of Maldives with it’s offices at Green Building, Handhuvaree Hingun, Maafannu, Male’, 20392, Republic of Maldives (hereafter referred to as “**Ministry**” or “**Data Recipient**”)

AND: **[PRIVATE SECTOR COMPANY NAME]**, a Private Limited Company existing under the laws of the Republic of Maldives with Company Registration Number: **[Company Registration Number]** and having it’s registered address at **[Registered Address]** (hereafter referred to as “**Data Provider**”).

The Data Recipient and Data Provider shall be referred to together as the “**Parties**”.

21. PURPOSE AND SCOPE

1.1 This MOU shall set forth the sharing of data between the Data Provider and the Data Recipient for the purpose sole of preparing reports that the Ministry is mandated to prepare and submit, as part of the Government of Maldives’ various treaty reporting obligations under climate change related treaties, conventions, and international agreements to which that the Republic of Maldives is a party.

22. DEFINITIONS

2.1 “**Confidential Information**” refers to any data or information that is identified as confidential or proprietary by the Data Provider

2.2 “**Data**” refers to the information shared by the Data Provider that is required by the Ministry to prepare Reports.

2.3 “**Reports**” refers to reports that the Ministry is mandated to prepare and submit, as part of the Government of Maldives’ various treaty reporting obligations under climate change related treaties, conventions, and international agreements that the Republic of Maldives is a party to.

23. DATA SHARING OBLIGATIONS

- 3.1 The Data Provider agrees to share any requested Data with the Data Recipient for the purpose outlined in this MOU.
- 3.2 The Data Provider represents and warrants that it has the necessary rights and permissions to share the Data with the Data Recipient.
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- 6.1 The Data Recipient shall retain the Data indefinitely, or for the maximum duration specified in an applicable law.
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- 7.1 The Data Recipient agrees to indemnify, defend, and hold harmless the Data Provider from any claims, losses, damages, liabilities, or expenses arising out of or related to the Data Recipient's use, handling, or disclosure of the Data in violation of this MOU or applicable laws and regulations.

7.2 The Data Provider agrees to indemnify, defend, and hold harmless the Data Recipient from any claims, losses, damages, liabilities, or expenses arising out of or related to incomplete, false, misleading, fabricated or otherwise incorrect Data provided by the Data Provider.

28. TERM AND TERMINATION

8.1 This MOU shall commence on the effective date and continue for a period of 5 (five) years or until terminated by either Party in accordance with this section.

8.2 Either Party may terminate this MOU with written notice to the other Party in the event of a material breach of this MOU, subject to any cure period specified in the notice.

8.3 Upon termination of this MOU, the obligations of the Parties regarding the Data, confidentiality, and Data return or disposal shall continue to apply.

29. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 This MOU shall be governed by and construed in accordance with the laws of the Republic of Maldives.

9.2 Any disputes arising out of or in connection with this MOU shall be resolved through amicable negotiations between the Parties.

30. ENTIRE AGREEMENT

10.1 This constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written.

10.2 No modification, amendment, or waiver of any provision of this shall be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this on [DATE].

MINISTRY

DATA PROVIDER

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

WITNESS 1

WITNESS 2

Signature

Signature

Print Name and Title

Print Name and Title

Annex 1

Provide the Data Sharing Form here