

RAIS+ APPLICATION

TERMS OF USE

These terms and conditions (“Terms of Use” or “Terms”) apply to your access and use of RAIS+ Ukraine Assistance Monitoring System (“RAIS+ Application”) deployed by the Office of the United Nations High Commissioner for Refugees (“UNHCR”) as Ukraine Shelter Cluster lead agency.

With the support of the Ukraine Shelter Cluster, and as part of the coordination role of the cluster for shelter and non-food assistance (NFI) activities in Ukraine, UNHCR has configured RAIS+ Application for assistance deduplication, assistance tracking, monitoring and reporting purposes in accordance with the *Protocol on Processing Personal Data in the Context of RAIS+ Ukraine Assistance Monitoring System of Ukraine Shelter Cluster* (“RAIS+ Protocol”) concluded between UNHCR and relevant humanitarian organizations who are members of the Ukraine Shelter Cluster.

This document explains the terms according to which you, as a USC Partner authorized user may use the UNHCR RAIS+ Application. By using RAIS+ Application or any services provided within it (collectively, “Services”), you acknowledge that you have read, understood, and agreed to the following Terms of Use and any future modifications thereto.

Your privacy is very important to UNHCR – please also read RAIS+ Privacy Notice, which will walk you through how UNHCR uses the personal data that RAIS+ Application collects from users. By using RAIS+ Application, you are confirming to UNHCR that you are agreeing to RAIS+ Privacy Notice.

1. Definitions

- 1.1 For the purpose of these Terms of Use, the following definitions apply, unless the context otherwise requires:
- (a) “Acceptable Use Policy” means the requirements set out in Section 2 of these Terms regarding the use and access of RAIS+ Application, as may be updated from time to time by UNHCR.
 - (b) “Applicable Data Protection Standards” means the data protection laws and/or organizational policies and other official guidance applicable to the USC Partner Users within the respective USC Partner’ data protection and privacy frameworks. For UNHCR, this is the data protection and privacy framework established by the General Policy on Personal Data Protection and Privacy.
 - (c) “Beneficiary” means a person whose protection and assistance needs are of interest to UNHCR and USC Partners. In Ukraine, this includes internally displaced persons (IDPs), members of the host community, refugees, asylum-seekers and other individuals who are eligible for, or recipient of, shelter and/or non-food items (NFI) assistance provided by UNHCR and USC Partners.
 - (d) “Data” means (i) any data, including Personal Data, in whatever form entered into RAIS+ Application by USC Partner Users; (ii) anonymous or aggregated data generated by UNHCR through RAIS+ Application, and (c) communications made within the RAIS+ Application (?) (including but not limited to flags and alerts).

- (e) “Information Sharing Protocol” means the Information Sharing Protocol of 17 May 2023 adopted by the Ukraine Assessment and Analysis Working Group and Ukraine Humanitarian Country Team, for sharing information between data gathering organizations in Ukraine, and endorsed by UNHCR and USC Partners, as may be modified from time to time.
- (f) RAIS+ Application Documentation” means the documentation, including applicable policies and procedures, developed and established by UNHCR for the maintenance, access, user support and security of RAIS+ Application, as such documentation may be modified from time to time.
- (g) “UNHCR RAIS+ Focal Point” means the person appointed by UNHCR to act as the system administrator of RAIS+ Application and is responsible for overseeing the successful and accurate granting of access rights to the authorized users.
- (h) “RAIS+ Procedures” means the procedures, established by UNHCR and made available to the USC Partner User and its organization, in relation to the list of USC Partner Users authorized to access RAIS+ Application and their access levels and privileges.
- (i) “RAIS + User Guide” means a guide that explains to users how to use the different features and functionalities of the RAIS+ Application as may be updated from time to time by UNHCR.
- (j) “Personal Data” means any information relating to an identified or identifiable individual (“data subject”).
- (k) “Personal Data Breach” a breach of data security leading to the accidental or unlawful/illegitimate destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transferred, stored or otherwise processed within RAIS+ Application.
- (l) “USC” means “the Ukraine Shelter Cluster, an Inter-Agency Standing Committee (IASC) coordination mechanism that supports populations included in the Humanitarian Needs and Response Plans.
- (m) “USC Partner” means a member organisation of the USC who (i) is a party to the RAIS+ Protocol, or (ii) is a partner of any party to the RAIS+ Protocol implementing project activities on its behalf.
- (n) “USC Partner User” means a member of personnel, contractor and/or agent, of UNHCR and USC Partners authorized to use the Services of RAIS+ Application in accordance with the RAIS+ Application Procedures.

2. Acceptable Use Policy

- 2.1 The USC Partner User will (a) access and use RAIS+ Application in accordance with these Terms of Use, the RAIS+ Procedures/Documentation/User Guide, and the Information Sharing Protocol; (b) comply with the terms of this Policy and the Applicable Data Protection Standards, (c) be fully responsible for the accuracy, quality and legality of any Data, including Personal Data, entered into RAIS+ Application; (d) use all reasonable efforts to prevent unauthorized access to, or use of RAIS+ Application, and notify UNHCR promptly following the USC Partner User becoming aware of any such unauthorized access or use; (e) take all steps necessary to ensure the security of her/his access and use of RAIS+ Application, including, but not limited to, measures to keep access credentials confidential.
- 2.2 UNHCR will make these Terms of Use, procedures, documentation and other policies relevant to the USC Partner User's access and use of RAIS+ Application available to the USC Partners. UNHCR may from time to time update the policies, procedures and documentation relevant to RAIS+ Application and will notify the USC Partner Users that an update or modification has been made. It is the responsibility of the USC Partner and its authorized users to review and make themselves aware of any such update and modification.
- 2.3 Subject to Section 7 below, the USC Partner User will not: (a) use RAIS+ Application for purposes incompatible with the specific purposes set out in the RAIS+ Protocol, namely deduplication, tracking, monitoring and reporting of humanitarian assistance provided by USC Partners, or for purposes which contravene the overarching "Do Not Harm" principle, (b) use RAIS+ Application to store, collect, transmit or process any material that is infringing, obscene, threatening, libelous, or otherwise unlawful or tortious, including material that is harmful to beneficiaries or violates third party rights; (c) interfere with or disrupt the integrity or performance of RAIS+ Application; (d) attempt to gain unauthorized access to RAIS+ Application or its related systems or networks, including by sharing access credentials with unauthorized users; (e) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit RAIS+ Application; and (f) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile RAIS+ Application or any part thereof or otherwise attempt to discover any source code or modify RAIS+ Application. The USC Partner User shall use all reasonable protective measures, consistent with industry standards, to prevent any use of RAIS+ Application resulting in the sending, storing, publishing, posting, uploading or otherwise transmitting of any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.
- 2.4 Violation of this Acceptable Use Policy may lead to suspension or termination of the USC Partner User's account in accordance with Section 5 below.

3. Privacy Safeguards and Data Security

- 3.1 No part of RAIS+ Application and the Data contained therein can be shared with any party other than those recognized by UNHCR as USC Partner Users, who have the required access rights strictly for the purposes set out in the RAIS+ Protocol.
- 3.2 The USC Partner User will comply with the administrative, technical, and physical safeguards established by the relevant USC Partner to protect the confidentiality of the Personal Data and

other data classified as confidential by the relevant USC Partner, and to prevent unauthorized use of, or access to, the Data or RAIS+ Application. This includes securing and safeguarding the premises, the computers and the computer networks and taking appropriate measures to maintain the confidentiality of access credentials.

- 3.3 The USC Partner User will diligently comply with the organizational and technical measures established by relevant USC Partner:
- (a) to ensure that the Personal Data is only processed by users, whose use and access is necessary for the purposes set out in RAIS+ Protocol; and
 - (b) to protect the Personal Data uploaded and processed within RAIS+ Application against accidental loss or disclosure, unauthorized destruction, access, use, alteration or dissemination, and against all other unauthorized forms of processing, disclosure or access to Personal Data in compliance with best practice standards and all applicable laws.
- 3.4 The USC Partner User will notify UNHCR and the relevant USC Partners as soon as possible upon becoming aware of Personal Data Breach, in particular if the Personal Data Breach is likely to result in personal injury or harm to a Beneficiary and, if appropriate, will implement jointly with UNHCR RAIS+ Focal Point the mitigating measures agreed between UNHCR and the USC Partners.
- 3.5 UNHCR will monitor compliance by all users with these Terms of Use. If breaches are identified, UNHCR will determine what remedial action to take in consultation with relevant USC Partners. UNHCR may, in its own discretion or at the recommendation of the USC, suspend a USC Partner User's access in accordance with Section 5 below.

4. USC Partner Users authorized to access RAIS+ Application

- 4.1 Access to RAIS+ Application is limited to authorized USC Partner Users. In accordance with the RAIS + Procedures, (a) the designated focal point(s) of each USC Partner will identify USC Partner Users within their organization authorized to access RAIS+, and select for each such user the appropriate access levels as described in Annex B to the RAIS+ Protocol. The list of USC Partner Users and the required access levels is shared with UNHCR RAIS+ Focal Point for establishing their accounts, which shall be valid for a maximum of 6 months, renewable upon confirmation with the USC Partners; (b) UNHCR Focal Point maintains the list of all USC Partner Users of RAIS+ Application, and (c) the UNHCR RAIS+ Focal Point notifies the USC Partners of all authorized users under their responsibility, their access levels, and the creation and/or cancellation of their accounts.
- 4.2 USC Partner Users whose accounts have not shown any activity for three months or more will be suspended by UNHCR and UNHCR Focal Point will inform the USC Partner User and respective USC Partner organization. The designated focal point(s) of a USC Partner is responsible for ensuring that the UNHCR RAIS+ Focal Point receives the most updated list of USC Partner Users designated by their organization. The designated focal point(s) of a USC Partner is responsible for requesting UNHCR without undue delay or no more than 7 days upon separation of a USC Partner User for the removal of the relevant user's access from RAIS+ in line with the principle of confidentiality.

- 4.3 The content and Services available through RAIS+ Application are provided exclusively for each USC Partner User based on their access privileges. Reproduction of statistical/aggregated data or other content made available within RAIS+ Application, including electronic reproduction is governed by the RAIS+ Protocol and Information Sharing Protocol.

5. Suspension and Termination

- 5.1 UNHCR monitors all use of RAIS+ Application solely for the purpose of maintaining the security standards and operational efficiency of the system. UNHCR may, at its own discretion, suspend the Services or the USC Partner User's access to RAIS+ Application if any of the following occurs:
- (a) The USC Partner User is engaged in, or UNHCR in good faith believes that the USC Partner User is engaged in or is supporting, any unauthorized conduct (including any violation of these Terms of Use, any applicable law or third party right or UNHCR's Acceptable Use Policy) or there is a material breach by the USC Partner User of these Terms of Use;
 - (b) any action or omission by the USC Partner User that causes UNHCR to be in breach of any agreement with a third party (including, but not limited to, UNHCR's contract with the hosting provider for RAIS+ Application);
 - (c) the operation of RAIS+ Application is suspended for any reason.
- 5.2 UNHCR will provide notice to a USC Partner User of any suspension as soon as reasonably feasible; provided, however, that UNHCR's exercise of the suspension rights above shall not be conditioned upon the relevant USC Partner User's receipt of any notification.. UNHCR will not be liable to the USC Partner or to any user or any other third party if UNHCR exercises its suspension rights as permitted by this Section.
- 5.3 UNHCR and the relevant USC Partners will consult and cooperate in order to address the underlying cause of the suspension with the aim of lifting the suspension and restoring access for the USC Partner User to RAIS+ Application as appropriate and as quickly as possible.
- 5.4 If the suspension persists for more than thirty (30) days, UNHCR may permanently withdraw the USC Partner User's access to RAIS+ Application.
- 5.5 UNHCR may also decide to terminate the operation of RAIS+ Application for any reason (including, but not limited to, lack of funding, material security breach or termination of UNHCR's hosting agreement with the hosting services provider).
- 5.6 Acknowledging that every effort should be made to avoid any interruption or impediment to RAIS+ Application, in advance of earlier termination of the operation of RAIS+ Application, UNHCR and USC Partners will consult and cooperate with each other, in order to ensure the smooth migration of Data as necessary and transition of the Services to another appropriate data management system.

6. Intellectual Property - Use of UNHCR name and Logo

- 6.1 UNHCR owns all intellectual property in RAIS+ Application.
- 6.2 All rights in the design, structure, functionality and configuration of RAIS+ Application, including but not limited to, the logos, graphics, and other creations, and any other rights associated to or included in such materials are fully and exclusively owned by UNHCR.
- 6.3 The USC Partner User will not, in any manner whatsoever, use (a) the emblem, official seal or visibility logo of UNHCR or the United Nations, or any abbreviation of the name of the United Nations, or (b) the logo of RAIS+ Application, without the prior written permission of UNHCR.

7. Responsibility for Content, Changes and Removal of Content

- 7.1 The USC Partner User is responsible for the quality of the Data entered into RAIS+ Application, including any personal data and/or statistics relating to such Data generated by the Authorized User from RAIS+ Application. It is the responsibility of the USC Partner User to maintain such Data fully updated, complete and accurate at all times.
- 7.2 UNHCR may, on its own initiative or at the recommendation of the USC, change RAIS+ Application, including its configuration or functionality, from time to time. The reason for any such change will usually either be to enhance the functioning of RAIS+ Application or in response to input from the USC Partners and the USC, and may be discussed in advance within the USC and with USC Partners for their input. In exceptional and urgent cases, such as a security weakness in the system, UNHCR may modify RAIS+ Application on an urgent basis. In such case, UNHCR will notify the USC Partners as soon as reasonably possible after making such modification.
- 7.3 If UNHCR identifies or is notified by any USC Partners that any content or any information and material within RAIS+ Application is inappropriate for RAIS+ Application or otherwise breaches the requirements of the Acceptable Use Policy (see section 2), UNHCR will promptly notify the relevant USC Partner User and may request that relevant USC Partner organization modify or remove the content immediately to render it consistent with the Acceptable Use Policy. If the content is not modified or removed to UNHCR's satisfaction within the notice period established by UNHCR, UNHCR may itself remove any such content and will notify the relevant USC Partner and its user(s) of such removal.

8. Disclaimer, Liability and Indemnity

- 8.1 RAIS+ Application is provided "as is" without warranty of any kind, either express or implied, including, without limitation, warranties of workmanship, merchantability, fitness for a particular purpose, and/or non-infringement. UNHCR makes no representation that RAIS+ Application or any related content is appropriate or available for use in your country. The USC Partner User and relevant USC Partner organization assume the full risk of all costs, damage, or loss from the use of, or inability to use RAIS+ Application, and/or the Services. This includes, without limitation, any fault, error, omission, interruption, or delay in the functioning of RAIS+ Application, the access to or alteration or corruption of information you or your organization transmit using the Services, or any unauthorized access to your devices, or the introduction of any virus or other harmful code, that may result from your use of RAIS+ Application and/or the Services. UNHCR

does not assume any liability for costs, damages or losses of any kind arising out of or in connection with the use or performance of RAIS+ Application and/or the Services, including, without limitation, special, incidental, or consequential costs or damages, lost profits, or lost data, even if UNHCR has been advised of such costs, losses, or damages.

- 8.2 By using RAIS+ Application and/or the Service, the USC Partner User agrees to defend, indemnify and hold harmless UNHCR, its officials, agents, and employees from and against all claims, suits, demands and liability of any nature or kind, including UNHCR' costs and expenses, arising out of (i) her/his use of the RAIS+ Application and/or the Service, (ii) unauthorised use of her/his account, (iii) your breach of these Terms or any other official guidance that UNHCR may issue for RAIS+ Application and/or the Service , and (iv) any breach of the terms of the agreement signed between the relevant USC Partner organization and UNHCR. This provision shall extend to claims and liability arising out of the use of copyrighted materials and other intellectual property accessible within RAIS+ Application by the USC Partner User or anyone having access to the materials by means of her/his account.

9. Privileges and Immunities

Nothing in or related to these Terms of Use will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and its subsidiary organs, including UNHCR, and of USC Partners who are part of the UN system organizations, under the 1946 Convention of the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, customary international law, and other relevant international or national legal instruments.

ANNEX A

DESCRIPTION OF RAIS+ APPLICATION

This Annex A sets out a summary of the intended operation and functioning of RAIS+ Application. UNHCR grants the USC Partner Users access to RAIS+ Application “as is” and has no liability in the event that RAIS+ Application does not meet the description set out below.

1. RAIS+ Application

RAIS+ Application is being deployed in Ukraine to support deduplication, item tracking and assistance monitoring for the Shelter Cluster activities in Ukraine. The application is designed to facilitate information management, coordination, avoid duplication and effective decision making for Shelter Cluster Ukraine partners.. It is a centrally supported web-based platform.

2. Hosting

- 2.1 The USC Partner User acknowledges and understands that RAIS+ Application is hosted (in Germany) by UNHCR through a dedicated Amazon Web Services (AWS) subscription under UNHCR’s enterprise agreement with Amazon and is therefore subject to the terms of UNHCR’s agreement with Amazon.

3. Security; Disaster Recovery

- 3.1 Access to and use of RAIS+ Application is based on a shared responsibility model of security as follows:
- (a) The hosting of RAIS+ Application benefits from the security systems of AWS and the obligations of Amazon under its enterprise agreement with UNHCR, but is also subject to the limitations of the security systems of AWS.
 - (b) UNHCR will implement reasonable and appropriate measures for RAIS+ Application (as determined by UNHCR) designed to secure Data held in RAIS+ Application against accidental or unlawful loss, access or disclosure in accordance with UNHCR’s Security Standards set out in the RAIS+ Application Documentation. In addition, UNHCR will implement reasonable measures (as determined by UNHCR) designed to maintain the integrity of RAIS+ Application against: (a) unauthorized or unlawful processing of Personal Data; and (b) accidental or unauthorized loss or destruction of, damage to, alteration of, or disclosure of Personal Data. UNHCR will only process Personal Data as necessary to provide RAIS+ Application, including, but not limited to, system upgrades and user support.
 - (c) The USC Partner User is responsible for taking all reasonable and appropriate measures to secure the devices and network used to access and use RAIS+ Application and to prevent unauthorized access to RAIS+ Application, and/or unauthorized modification to the Data, including through the disclosure of access codes and passwords,.
- 3.2 UNHCR will take measures to implement and test a disaster recovery strategy based on AWS. The disaster recovery process will be executed as it is outlined in the Documentation.

- 3.3 UNHCR is not liable, and the Authorized User has no remedies against UNHCR, in case of as security breach or disaster affecting RAIS+ Application Ukraine or loss of Data.

4. Availability

- 4.1 UNHCR strives for a high level of availability of RAIS+ Application. Availability is based on and subject to the availability of the AWS platform in accordance with UNHCR's enterprise agreement with Amazon, scheduled downtime as well as unscheduled downtime and other variables outside the control of UNHCR as described below.
- 4.2 UNHCR may schedule downtime of RAIS+ Application in order to upgrade the system or remedy any persistent failures in the system. UNHCR will aim to minimize the frequency and duration of any scheduled downtime to avoid any interruption in programme implementation. In such case, UNHCR will provide the USC Partner User at least one week's notice of the scheduled downtime. Downtime should be scheduled to occur outside of normal business hours in Ukraine. It is the responsibility of the USC Partner organization, and not UNHCR, to ensure that the its users are notified of the scheduled downtime.
- 4.3 UNHCR may occasionally need to disable the system to address an emergency or critical issue without providing advance notice to the USC Partner Users. UNHCR will use its reasonable efforts to notify them of any such unscheduled downtime as soon as reasonably possible after UNHCR becomes aware of the emergency or critical issue giving rise to the unscheduled downtime.
- 4.4 The USC Partner acknowledges that availability of RAIS+ Application is dependent on connectivity and reliability of the devices used to access RAIS+ Application. Responsibility for ensuring connectivity and reliability of devices is the responsibility of the USC Partner organization.
- 4.5 UNHCR is not liable, and the USC Partner organization has no remedies against UNHCR, in case of failure of availability for any reason.

5. RAIS+ Focal Point

- 5.1 RAIS+ Focal Point is responsible for monitoring the use of RAIS+ Application and reporting to the USC against indicators (system usage, number of organisations, number of users, etc.) established by within the mechanism.
- 5.2 As of the Effective Date, the system administrators are Matthew Mawhinney (Information Management Officer) and Kyrlo Zakharov (Assistant Information Management Officer)[...]. The contact details of the system administrator are: mawhinne@unhcr.org and zakharok@unhcr.org. In the event of a change in the system administrator, UNHCR will notify the USC Partner User as soon as possible of the contact details of the new system administrator.

6. User Support

- 6.1 UNHCR intends to provide user support in accordance with the User Support Documentation.

- 6.2 Response times are linked to priority level and are as defined in the User Support Documentation.
- 6.3 UNHCR will provide basic training materials to the USC Partner Users as set out in the User Support Documentation. It is the responsibility of the USC Partner Users to attend training and making themselves familiar with their obligations as set out in these Terms of Use and the User Support Documentation.
- 6.4 The USC Partner User acknowledges that user support follows a shared responsibility model that involves the USC Partner organizations, RAIS+ Focal Point, UNHCR Ukraine country office. In particular, the USC Partner User acknowledges and understands that:
- (a) UNHCR is funding the user support and is providing such support to the USC partner User at no cost to the USC Partner organization;
 - (b) the user support provided by UNHCR is a finite resource that needs to be carefully managed and can only be used in accordance with the procedures as outlined in the User Support Documentation; and
 - (c) the USC Partner User is expected to comply with her/his responsibilities and to understand and implement the procedures as outlined in the User Support Documentation.
- 6.5 UNHCR is not liable, in case of any failure in the user support