**DATA EXPORT AGREEMENT WITHIN ASHOKA**

BETWEEN:

1. FUNDACIÓN ASHOKA EMPRENDEDORES SOCIALES, SPANISH FOUNDATION REGISTER NO. 28/1923; TAX ID NO. G-83698084 (CIF), C/ JOAQUÍN COSTA 15, PORTAL 3, PLANTA 3, 1BIS, MADRID, SPAIN 28002

(together, the “Affiliate Companies”) together with any further affiliates of any of the Affiliate Companies that are added as parties to this data export agreement in accordance with Clause 3 (each, a “New Data Exporter”) (the Affiliate Companies, together with any New Data Exporters, hereinafter being referred to as the “Data Exporters” and each a "Data Exporter"); and
2. ASHOKA: INNOVATORS FOR THE PUBLIC (“Ashoka”), 1700 North Moore Street, Suite 2000, Arlington, Virginia, 22209

(together, the “Non-EU Affiliates”, or together with any further affiliates of any of the Non-EU Affiliates that are added as parties to this data export agreement in accordance with clause 3 (each, a “New Data Importer”) the “Data Importers” and each a "Data Importer")

Each of the Data Exporters hereby agrees as follows:

* Any transfer of personal data by the Data Exporter to the Data Importer will be carried out in accordance with, and will be subject to the Standard Contractual Clauses explained below.
* A New Data Exporter or a New Data Importer may become a party to this Data Export Agreement by executing a deed of adherence. Each of the Data Exporters and the Data Importers hereby irrevocably consent in advance to any such addition and acknowledges and agrees that any such addition shall be effective without any further consent from any Data Exporter or Data Importer.
* A party may withdraw from this Data Export Agreement at any time by giving a notice to Ashoka Spain.

In addition, if any party ceases to be an affiliate of all other parties, it will be deemed to have withdrawn from this Data Export Agreement from the date of cessation unless otherwise agreed with the other parties. The effect of any withdrawal will be to terminate this Data Export Agreement in respect of such party, but will not affect this Data Export Agreement in so far as it relates to the other parties.
* Where any provision of this Data Export Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction then such provision shall be deemed to be severed from this Data Export Agreement and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the parties under this Data Export Agreement and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of this Data Export Agreement.
* This Data Export Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non- contractual disputes or claims) will be governed by Spanish law and subject to the exclusive jurisdiction of the Spanish courts.

**SCHEDULE 1

STANDARD CONTRACTUAL CLAUSES

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)**

Below we summarize the main clauses of this agreement:

**I. Obligations of the data exporter**

The data exporter warrants and undertakes that:

1. The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
2. It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
3. It will provide the data importer,when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
4. It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
5. It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

**II. Obligations of the data importer**

The data importer warrants and undertakes that:

1. It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
2. It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
3. It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
4. It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
5. It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time.
6. At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities which may include insurance coverage.
7. Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in this agreement, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
8. It will process the personal data, at its option, in accordance with:
	1. the data protection laws of the country in which the data exporter is established, or
	2. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
	3. the data processing principles set forth in Annex A.

**III. Law applicable to the clauses**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

**IV. Termination**

1. In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
2. In the event that:

	1. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
	2. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
	3. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
	4. a final decision against which no further appeal is possible of a competent court of the data exporter’s country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
	5. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.
3. Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
4. The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

*ANNEX A*
 **DATA PROCESSING PRINCIPLES**

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
	1. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
	2. (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties or
	3. where otherwise provided by the law of the data exporter.

**SCHEDULE 2**

**ANNEX B TO THE CONTROLLER TO CONTROLLER STANDARD CONTRACTUAL CLAUSES ATTACHED AT SCHEDULE 2:**

**Description of the Transfer**

**Data Subjects**

*The Personal Data transferred concern the following categories of Data Subjects:*

employees, temporary employees, volunteers, interns, consultants, fellows, donors, customers, vendors and other people Ashoka does business with and any other individual whose personal information Ashoka holds and uses.

**Categories of data**

*The Personal Data transferred concern the following categories of data:*

Name
Financial information (e.g. credit card details, bank account number) Email address
Phone number
Driver’s license number
Home address
Job title
Employee classification
Date of birth
Gender
Age
National ID
Compensation / salary information
Passport information
Information about dependents
Photographs / video / audio recording
Receipts / invoices
Log-in details / passwords
Call recordings
Cookie information
Device identifiers
Personnel files (including performance reviews)
IP address
Employment history

**CONTROLLER – CONTROLLER TRANSFERS OF PERSONAL DATA**

**Purposes of the transfer(s)**

*The transfer is made for the following purposes:*

Intra-company transfers are made in specific instances to initiate and execute the main contractual relationships with partners, supporters, fellows and employees in accordance with Ashoka’s mission as described in its governing documents, namely the articles of incorporation and bylaws.

ASN & Partner: execution of ASN and partnership agreements, in order assure the respective global involvement and engagement opportunities

ASN & Partner Leads: initiate national and international partnership and funding conversations and opportunities in order to assure potential partners can discuss and could be involved in the relevant (and often intended) international programs and support opportunities

Fellows: execute the fellow agreement and provide Ashoka’s exchange, support, scaling and networking offerings and obligations as described in the Stipend agreements and Fellowship agreements.

Fellow Leads: initiate the Ashoka Venture process activities in order to assure an adequate and diligent investigation, assessment and analysis of each fellow candidate in accordance with Ashoka’s global criteria.

Employees: execute employment contracts (with all types of employee categories, including volunteers?!) and provide the individual with all the necessary and required formal, technical, content and support tools and knowledge in order for them to become and remain fully operational and to be able to execute their duties and responsibilities

Employee Candidates: initiate and execute the Ashoka application and hiring process in order to assure candidates obtaining a fair and equal chance to understand the global Ashoka mission, vision activities and network, exchange with potential future colleagues around the globe and get the most fair and transparent overview and insight on the potential future employer. and other business furthering the work of Ashoka’s mission as described in its governing documents.