

# MEMORANDUM OF UNDERSTANDING FOR DATA/INFORMATION SHARING

between

**Department of Immigration, Ministry of Home Affairs**



and

**[Receiving Party Name],**

**[Address],**

## MEMORANDUM OF UNDERTAKING FOR DATA SHARING

This Memorandum of Understanding (MoU) is entered into on [DDMMYYYY], by and between:

**[Department of Immigration]**  
**[Ministry of Home Affairs]**  
**[Kawajangsa, Thimphu]**

and

**[Receiving Party]**  
**[Address]**  
**[Address]**

Collectively referred to as "the Parties."

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### 1. Purpose

The purpose of this Memorandum of Understanding (MoU) is to formalize the understanding and agreement between **Department of Immigration (DoI), Ministry of Home Affairs,** and ....., hereinafter referred to as the Receiving Party for the sharing of data/information.

The Department of Immigration agrees to share relevant and appropriate data/information in accordance with the terms and conditions outlined below:

### 2. Scope of Data/Information Sharing

- i. The Department of Immigration agrees to share numerical data/information. The bio-details of an individual or any data/information that will lead to identifying an individual i.e., Personal Identifiable Information shall not be shared.
- ii. The data/information shared shall be used solely for the official purpose only or as agreed between the parties.

### 3. Timeline for Requesting Data/Information

The data/information requests shall be submitted to the Department of Immigration at least 30 days in advance.

#### **4. Responsibility of the Department of Immigration**

- i. The Department of Immigration will identify a focal official who shall be the contact person for all matters related to data/information sharing.
- ii. The Department of Immigration will be responsible for sharing accurate data/information as per the MoU.

#### **5. Responsibility of the Receiving Party**

- i. The Receiving Party shall take full responsibility for the safekeeping, confidentiality, and protection of any data provided by the Department of Immigration.
- ii. The Receiving Party shall implement necessary security measures to protect the shared data/information from unauthorized access, disclosure, alteration, or destruction.
- iii. The Receiving Party shall limit access to data/information to individuals on a strictly need-to-know basis. Prior to disclosure of the data/information to any individuals on a strictly need-to-know basis, the Receiving Party shall ensure that the recipient with whom the data/information is shared is aware of and agrees to be bound by all of the confidentiality obligations outlined in this MoU.
- iv. The Receiving Party shall maintain the confidentiality of all shared data/information. No confidential or proprietary information known to the Receiving Party shall be disclosed to any third party without prior written consent from DoI, unless required by law.
- v. The Receiving Party shall inform the Department of Immigration as soon as a breach of any conditions in this MoU is known to the Receiving Party, including unauthorized access to data/information or access to confidential data.
- vi. The Receiving Party shall be responsible for any breach of the MoU by individuals with whom the data/information was shared.
- vii. The Receiving Party shall designate a representative who will serve as points of contact for any matters related to the sharing of data/information.

#### **6. Rights of Department of Immigration**

The Department of Immigration reserves the right to review or reject the data/information.

#### **7. No Legal Binding**

This MoU is not intended to create a legally binding contract between the Parties. It is a statement of the Parties' intentions to work together and share data/information in good faith.

## 8. Citation of the source

- i. All data/information shared is the exclusive property of the Department of Immigration, and the Receiving Party has no right to make independent or personal claims against such data/information for any purpose.
- ii. The Receiving Party is required to acknowledge the Department of Immigration as the source of the data/information whenever relevant or when quoting the data/information source.

## 9. Breach of agreement and accountability

- i. The gross misuse or disclosure of confidential Information shall result in litigation in the Royal Court of Justice.
- ii. The damage, loss, cost, or expense to the Department of Immigration caused due to breach of this MoU shall be borne by the Receiving Party.

## 10. Definition

**Confidential Information.** *“Confidential Information” means any material, knowledge, non-public, confidential, and proprietary information pertaining to national security and office-related information, whether or not it is marked as such, that is observed, disclosed, made available, or learned from colleagues by the Receiving Party, directly or indirectly, through any means of communication (verbal, electronic, written or any other form), during the course of data sharing/engagement.*

## 11. Duration of the MoU

This MoU shall remain in effect for a period of one year, beginning on [start date], unless terminated earlier by either Parties with written notice of 15 days.

## 12. Termination of MoU

Either Parties may terminate this MoU by providing 15 days written notice to the other Party. Upon termination, the Receiving Party shall return or destroy any shared information within 3 working days/as per the terms and conditions stated in the written notice for termination. Non compliance to this requirement shall be treated as breach of the MoU and appropriate action shall be pursued.

## 13. Amendments

Any changes or amendments to this MoU must be made in writing and signed by both Parties. No oral amendments will be considered valid.

**14. Repeal**

This MoU contains the entire MoU between the parties and supersedes any prior written or oral MoU between parties concerning the subject matter contained herein.

**15. Interpretation**

In case of any dispute regarding the interpretation of any clauses in the MoU, the interpretation of the Department of Immigration shall be final and binding.

**16. Signatures**

By signing below, the Parties agree to the terms and conditions outlined in this MoU for the sharing of information.

**[Department of Immigration]**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**[Receiving Party]**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

