

**NATIONAL IDENTITY REGISTER
REGULATIONS, 2012**

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SCHEDULE

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In exercise of the powers conferred on the Minister responsible for the National Identification System by section 73 (1) of the National Identity Register Act, 2008 (Act 750), and on the advice of the Board of the National Identification Authority these Regulations are made this 20th day of February, 2012.

Application for national identity card

1. The following individuals, who are eligible for registration under section 7 of the Act, shall apply in person to the Authority for a national identity card to be known as the "Ghana Card":

- (a) a Ghanaian citizen;
- (b) a foreign national permanently resident in the country;
- (c) a foreign national who is cumulatively resident in the country for at least ninety days; and (
- d) a dual citizen, namely an individual who holds a Ghanaian citizenship in addition to any other citizenship.

Exempt individuals

2. Despite regulation I, a foreign national who is

- (a) a diplomat or who is employed by a diplomatic or consular Mission;
- (b) employed by the United Nations or an agency of the United Nations; or
- (c) the spouse or dependant of a person specified in paragraph (a) or (b)

is exempt from applying for a national identity card.

Procedure for application

3. (1) An application for a national identity card shall be asset out in

Form. One of the Schedule;

(2) An applicant for a national identity card shall

(a) complete the application form in the presence of an officer of the Authority; and

(b) provide the officer with the personal information specified in section 4 of the Act,

(3) Where the applicant is unable to complete the application form, the Officer of the Authority may complete the application form on the instructions of the applicant

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(4) The Authority may in special circumstances provide for online application.

Processing of application

4. Where the Authority is satisfied with the particulars of the personal information of the applicant, the Authority shall

- (a) give the applicant a card Collection slip; and
- (b) issue a national identity card to the applicant within thirty working days and notify the applicant of the issue of the card.

Form of national identity card

5. (1) A national identity card issued by the Authority shall

- (a) on its face have the following particulars of the holder:
 - (i) a digital image including a ghost digital image of the holder located on the lower left corner of the national identity card;
 - (ii) the personal identity number;
 - (iii) the surname and forenames;
 - (iv) the date of birth;
 - (v) the sex; and
 - (vi) the height;
- (b) have imprinted on its face the expiration date of the identity card; and
- (c) have on the reverse side the signature or mark of the holder and a two-dimensional bar code containing additional personal information of the holder.

(2) The Authority may update the features of a national identity card to take account of new technology,

Collection of national identity card

6. (1) An applicant for a national identity card issued by the Authority shall collect the national identity card within one hundred and twenty days after the date of the application or within the period specified by the Authority by notice in writing and after notice has been served on the applicant.

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(2) The applicant shall at the time of collection of the national identity

card submit the card collection slip to the officer of the Authority.

(3) Where an applicant fails to collect a national identity card after notice has been served on the applicant by the Authority, the Authority may within thirty days after the stipulated time for the collection, consider the applicant to be a person who did not apply for a national identity card and the applicant may re-apply.

(4) The Authority may, in special circumstances as it may determine, make arrangements for national identity cards to be delivered or

collected at mobile or temporary offices of the Authority.

Mandatory use of national identity card

7. (1) A national identity card issued to an individual shall be used for the following transactions where identification is required:

(a) application for and issuance of a passport;

(b) application for and issuance of a driver's licence;

(c) opening of individual or personal bank accounts;

(d) purchase of insurance policies;

(e) purchase, transfer and registration of land by an individual

or a connected transaction subject to the provisions of other

enactments;

(f) transactions pertaining to individuals in respect of pensions;

(g) transactions specified under the National Health Insurance

Scheme;

(h) transactions that have social security implications;

(i) consumer credit transactions;

(j) registration of voters;

(k) payment of taxes;

(l) registration of SIM cards;

(m) applications for public or government services, facilities, approvals, permissions or benefits, and

(n) any other transaction which the Authority may determine and publish in the Gazette

(2) An organisation that offers any of the services in respect of transactions

listed under subregulation (1) shall demand the presentation of a national identity card from the individual concerned before providing the relevant service to the individual.

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Production of national identity card

8. (1) The Authority, a user agency, a person authorised by law, or a law enforcement officer may request an individual who has been issued with a national identity card to produce the card for inspection but shall return the card to the individual immediately unless there is reasonable suspicion of the Commission of an offence.

(2) Where the person does not have the identity card at the time of the request the person shall respond to the request within forty-eight hours after a request has been made.

Power to verify identity by biometric match

9. (1) Where an individual produces a national identity card to a person specified under regulation 8(1) in compliance with a request and that person has reason to believe that the national identity card was not issued by the Authority, the person may ascertain the authenticity of the national identity card by using a portable identity card reader to

- (a) view the information on the national identity card from the data stored in the storage medium embodied in the national identity card, and
- (b) scan the individual's fingerprints and match the template of the live print with the template that is stored in
 - (i) the storage medium embodied in the national

identity card; or

(ii) the national database through a secured link.

(2) A person who, without reasonable excuse, refuses to surrender a national identity card to allow a law enforcement officer or an authorised person to view the information or scan a fingerprint on the card commits an offence and is liable on summary conviction to a fine of not more than one hundred penalty units or to a term of imprisonment of not more than six months or to both

(3) The Authority may by notice published in the Gazette specify the types of instruments approved by the Authority as portable identity card readers for the purpose of these Regulations.

Loss of or damage to national identity card

10. (1) Where the holder of a national identity card has reasonable cause to believe that the national identity card issued to the holder is

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lost, stolen, damaged, defaced or destroyed, the holder shall

- (a) notify the Authority or the Police in accordance with section 33 of the Act;
- (b) surrender the damaged or defaced identity card to the Authority; and
- (c) apply for a replacement of the identity card in the manner determined by the Authority.

(2) The Authority shall require a statement from a holder who reports the loss, damage or destruction of a national identity card and the statement shall be as set out in Form Two of the Schedule.

(3) The Authority may after conducting its investigation and subject to the payment of a fee and conditions that the Authority may determine re-issue a national identity card to the applicant to replace the national identity card first issued to the holder.

(4) The Authority may destroy any damaged or defaced national identity card surrendered to it,

(5) A person who makes a statement or declaration or furnishes particulars or evidence to the Authority alleging that a card is lost, destroyed, damaged or defaced, where that person knows that the statement, declaration or particulars or evidence is false, Commits an offence and is liable on summary conviction to a fine of not more than two hundred and fifty penalty units or to a term of imprisonment of not more than two years or to both.

(6) Where a person reports to the Authority that a national identity card issued to that person is lost, destroyed, damaged or defaced, the validity of the card ceases from the date that the report is made to the Authority,

Obligation of finder of national identity card

11. (1) A person who finds a national identity card which does not belong to that person shall deliver the national identity card to the Authority or to the nearest police station.

(2) Where an application has been made to the Authority for the replacement of a lost national identity card and the applicant finds the card the applicant shall deliver the card to the Authority or to the nearest:
police station.

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(3) The Authority shall destroy the national identity card delivered under subregulation (II) or (2).

Invalidity, surrender and cancellation of national identity card

12. (1) The Authority shall require the holder of a national identity card to surrender the card to the Authority if the Authority declares that the card is invalid in accordance with section 34 of the Act.

(2) The Authority shall

(a) request the holder to apply for a new card; and

(b) destroy the identity card surrendered to it.

(3) Subject to section 35(2) and (3) of the Act where the holder of an identity card dies, a person in possession of the deceased's identity card shall notify the Authority in writing of the death and deliver the card to the Authority for cancellation within thirty days after the date of the death of the holder.

(4) The Authority may, if it so requires, request for proof in relation to the death of the holder of the identity card.

Conditions under which data in the custody of the Authority may be

accessed

13. (1) The conditions under which data in the custody of the Authority may be accessed is in accordance with a personal information sharing agreement as set out in Form Three of the Schedule in addition

to other conditions specified under these Regulations.

(2) The Authority may issue guidelines in respect of subregulation

(1).

Access to information by individuals

14. (1) An individual may have access to personal information in respect of that individual or another individual including information on the use and disclosure of the personal information.

(2) An individual shall not have access to personal information where

(a) it relates to the requirement of an investigative body to enforce a law or to carry out an investigation relating to the enforcement of that law or to gather information or intelligence for the enforcement of that law;

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- (b) the Authority has reasonable grounds to believe that the information relates to a breach of or a contravention of a law that has been, is being or is about to be committed;
- (c) the process of granting the access is likely to reveal confidential or organisational information that is likely to adversely affect the interests of the Authority; or
- (d) the access is contrary to public interest.

(3) The Authority shall refuse access to information where the grant of the information will lead to the disclosure of the personal information of another individual who does not consent to granting the access and it is not possible to sever the requested information from the personal information of that other individual.

Access to information by a user agency

15. (1) A user agency may subject to conditions that the Authority may impose and in accordance with the Data Protection Act, 2012 (Act 843) access, use, retain or disclose personal information in the database of the Authority.

(2) A user agency that intends to access personal information of an individual shall

- (a) state the purpose for which the information is required; and
- (b) satisfy the Authority that the individual is aware of and has authorised the request.

Disclosure of personal information with or without consent

16. The conditions for the disclosure of personal information with or without consent is in accordance with the Data Protection Act, 2012 (Act 843).

Limits on use, disclosure or sharing of personal information by user

agencies

17. The conditions under which personal information may be

(a) used or disclosed by a user agency, or

(b) shared among user agencies

areas specified under section 60 of the Act and the Data Protection Act,

2012 (Act 843),

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**Retention, disposal, storage and security of personal information
by
user agencies**

18. (1) Where a user agency uses personal information for administrative purposes, the user agency shall only retain the personal information for a period determined by the Authority in accordance with guidelines issued by the Authority or as specified in the Data Sharing Agreement Form.

(2) A user agency that obtains personal information shall secure and store it in accordance with guidelines issued by the Authority or as specified in the Data Sharing Agreement.

Grievance procedure

19. (1) A person aggrieved by a decision of the Authority in relation to the use, retention or disclosure of that person's personal information or the access, use, retention or disclosure of an individual's personal information by a user agency may complain in writing to the Authority,

(2) The Authority shall within thirty days of receipt of the complaint resolve the grievance and notify the affected person in writing of its decision,

(3) A person dissatisfied with the decision of the Authority may seek redress at the Commission on Human Rights and Administrative Justice and further redress at the High Court.

Fees payable

20. (1) The Authority may by guidelines specify the matters for which

fees may be charged

(2) The Authority shall print and exhibit at its offices at conspicuous places, a list of fees payable for services provided by the Authority.

(3) The Authority may review the fees and shall give thirty days notice of the review to user agencies and the public before implementing the new fees.

Ghanaians living outside Ghana and online application

21. The Authority may, on the advice of the Board and with the approval of the Minister responsible for the National Identification System,

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make arrangements that the Authority considers necessary to issue national identity cards to Ghanaians living outside Ghana and to provide for online application.

Interpretation

22. In these Regulations unless the context otherwise requires,

"Authority" means the National Identification Authority established under the National Identification Authority Act, 2006 (Act 707);

"Board" means the governing body of the National Identification

Authority,

"dependant" includes children and other individuals forming part of the household of persons specified under regulation 2,

"law enforcement officer" includes a police officer and an immigration officer,

"Minister" means the Minister responsible for the National Identification System;

"portable identity card reader" means an instrument which

(a) can reproduce, from the data embodied in an identity card, information on the identity card;

(b) can scan an individual's fingerprint for the purposes of matching the fingerprint with the data stored in

an identity card;

(c) cannot keep record of any fingerprint that is scanned; and

(d) is of a type approved by the Authority, and

"SIM" means subscriber identification module,

Revocation

23. Legislative Instruments made under the Identity Cards Act 1972

(NRCD 129) and inforce immediately before the commencement of these

Regulations are hereby revoked.

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FORM TWO (Regulation 10(2))

STATEMENT FOR NATIONAL IDENTITY CARD

REPLACEMENT

PLACE OF APPLICATION..... OF APPLICATION.....

DATE OF APPLICATION D...../.....M...../.....Y.....

PLACE OF ORIGINAL APPLICATION.....

IDENTITY NUMBER (IF KNOWN) SURNAME..... FORENAMES.....

SEX..... PLACE OF BIRTH..... DATE OF BIRTH.....

POSTAL ADDRESS..... RESIDENTIAL ADDRESS.....

HAVE YOU APPLIED FOR A CARD REPLACEMENT IN THE PAST? YES..... NO.....

IF YES STATE REASONS FOR CURRENT REPLACEMENT (TICK AS APPLICABLE BELOW)

- 1. LOST..... 2. DAMAGE 3. DESTRUCTION.....
- 4. THEFT.....
- 5. CHANGE OF SURNAME..... 6. OTHER.....

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SPECIFY.....
.....

FULL NAME OF
FATHER.....
.....

PLACE OF
BIRTH.....
.....

NATIONALITY.....
.....

IS FATHER ALIVE..... FATHER'S
NATIONALITY AT
BIRTH.....

FULL NAME OF
MOTHER.....
.....

PLACE OF
BIRTH.....
.....

NATIONALITY.....
.....

IS MOTHER
ALIVE.....
.....

MOTHERS NATIONALITY AT
BIRTH.....

MARRITAL STATUS..... PREVIOUS SURNAME (IF
ANY) .

FULL NAME OF
SPOUSE.....

SPOUSE'S DENTITY NUMBER

..... DATE:
.....

SIGNATURE OR MARK OF APPLICANT

..... DATE:
.....

DECLARED BEFORE ME AT..... ON.....
YEAR.....

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.....
SIGNATURE OF COMMISSIONER OF OATH

DATE AND STAMP

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PHOTO BOX

5 4. 3. 2

LTP

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FOR OFFICIAL USE ONLY

APPLICATION FEE PAID..... DATE:
.....

RECEIPT NO. ,

SIGNATURE OF REVENUE COLLECTOR:
.....

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FORM THREE
(Regulation 13(1))

PERSONAL INFORMATION SHARING AGREEMENT FORM

1.0 Title of Agreement

[Insert title]

2.0 Parties to Agreement

This Agreement is between name of party and name of party).

3.0 Roles and responsibilities

Each party of this Agreement agrees to be responsible for the actions of

its employees, agents and contractors with respect to the use, disclosure

and disposition of the personal information that is subject to this Agreement.

3.1 Disclosing party

The party that is disclosing personal information under this Agreement is [name the party and provide contact information],

3.2 Collecting Party

The party that is collecting (receiving) personal information from the disclosing party is: [name the party and provide contact information].

(In the case of reciprocal agreements, both parties may be disclosing and collecting

and the above wording would therefore reflect this).

3.3 Private Contractors

The following private firm or firms have been contracted for the transfer

of data covered in this Agreement where applicable.

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[Identify the party which has contracted each firm, the names of firms, contact numbers and privacy legislation that applies to the information when it is in the custody of the firm or firms. Note that the privacy law that applies to the government agency may also apply when the government contracts with a supplier. The government party cannot contract out of its legal obligations].

3.4 Resolution mechanism by parties

If there are any questions, challenges or disagreements related to any issue connected to this Agreement, the matter will be handled as follows:

[Outline how disagreements will be handled such as referring disputes to

senior officials of the two parties, with the possibility of the parties referring the matter to a neutral third party mediator].

3.5 Responsibilities for costs

Costs incurred by a party in the context of this Agreement will be the responsibility of that party.

4.0 Purpose

The purpose of this Agreement is to provide for the disclosure of personal

information by [name the disclosing party to name the collecting party] for the following purpose (or purposes): [specify the purpose or purposes],

and to provide for the protection of that information.

(In the case of reciprocal agreements or those with multiple parties, repeat the

above clause as required),

4.1. Identification of personal information

The personal information that will be disclosed and collected under this

Agreement is as follows: (Include both a description of the personal information to be shared and a list of the data fields to be shared. Do not forget to list each individual data field or client files for each purpose

outlined in section 4.0),

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Example of data field listing

Party A will disclose to Party B, the following data fields from each client

file that is part of name of programme for the purpose of state purpose:

Name

- Client Identifier
- Address
- Date of Birth
- Benefits Received

Party B will disclose to Party A, the following data fields from each client file that is part of [name of programme] for the purpose of [state purpose].

- Name
- Client Identifier
- Address
- Date of Birth

(If the lists of data fields or client files are extensive, they can be provided in appendices).

4.2 Frequency and duration

The personal information covered in this Agreement will be transferred only at a frequency, and for a period of time, as is necessary. The frequency

is expected to be insert time frame) and the duration [insert dates or specify for the duration of the program or service]. [If the arrangement is anticipated to be over a longer term, the time period should be limited but the Agreement can have a clause allowing for renewal if the arrangement is still necessary].

4.3 Secondary use

Secondary use of personal information is prohibited except with the consent of the individual concerned or as permitted by law.

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4.4. Third party use

The information received by the collecting party under this Agreement will not be provided to a third party without the prior written consent of the party that provided the information [the disclosing party], subject to applicable legislation of each jurisdiction, including access and privacy laws and any other relevant law, consent of the individual concerned or as permitted by law.

4.5 Agreement to consult

In the case of an Access to Information request or a Freedom of Information request under appropriate legislation both parties agree to consult.

5.0 Authority

[Name the disclosing party] confirms that it is authorized to disclose the personal information described in this Agreement to [name the collecting party] for the stated purposes under Section 4 by authority of [name legislation and specific section or sections of the legislation]

[Name the collecting party] confirms that it is authorized to collect the personal information described in this Agreement from [name the disclosing party] for the stated purposes under section 4 by authority of

[name legislation and specific section or sections of legislation].

6.0 Method of transfer

Personal information covered in this Agreement will be securely transferred

in the following ways: [state the technical and physical ways in which the

personal information will be transferred such as computer tapes, encryption, password protection and other methods.]

7.0 Security of personal information

7.1 Confirmation to ensure personal information is secure

Both parties are responsible for the security and integrity of the personal

information entrusted to them under this Agreement and promise to

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safeguard the personal information against accidental or unauthorized access, disclosure, use, modification and deletion.

7.2 Administrative, technical and physical safeguards

Personal information covered in this Agreement will have the following administrative, technical and physical safeguards, [State all the administrative, technical and physical safeguards required to protect the confidentiality of the information, especially in regard to use and disclosure].

7.3 Security laws and policies

Personal information covered under this Agreement will be securely collected, disclosed, used, retained, destroyed and disposed of in accordance with the laws, security policies, guidelines and directives applicable to each party.

In the case of [name the disclosing party], these are: [name laws and policies covering privacy and security].

In the case of [name the collecting party], these are: [name laws and policies covering privacy and security].

7.4 Prevention of recurrence

In the event of accidental or unauthorized access, disclosure, use, modification and deletion, the party responsible for the security of the

personal information will promptly take all reasonable steps to prevent a recurrence of the event and will promptly notify the other party of the occurrence.

7.5 Inspection of security measures

It is agreed that the disclosing party, at its discretion, has the right to inspect the security and confidentiality procedures of the collecting party, subject to reasonable protections for security and confidentiality processes,

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7.6 Response to breach of privacy or security

It is agreed that the disclosing party, upon receiving notice of accidental

or unauthorized access, disclosure, use, modification and deletion, may,

at its discretion, terminate the Agreement immediately and may request

the return of personal information already disclosed. In the event of a privacy or security breach there needs to be a plan in place to notify the

individuals whose information was disclosed.

7.7 Disposal on termination of Agreement

Personal information covered in this Agreement will be disposed of on the termination of the agreement in such a way that re-identification is not possible after disposal. Disposal will be in the form of [returning personal information to the disclosing party or destruction by the collecting party] in accordance with the laws and policies identified in Section 7.2.

7.8 Disposal for other reasons

Personal information can be recalled or disposed of for reasons other than termination of the agreement by written consent of the parties,

8.0 Limiting collection, use, disclosure and retention

8.1 Commitment to limit

Personal information covered in this Agreement shall not be collected, received, used, disclosed or retained for purposes other than those identified in this Agreement except with the consent of the individual concerned or as permitted by law,

8.2. Notification of identification and re-identification

An attempt shall not be made to re-identify individuals whose identities have been removed from the data unless permitted by law. If a collecting party to this Agreement is permitted under its own laws to identify or identify an individual, it shall first notify the disclosing party and seek agreement to proceed.

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9.0 Openness, individual access and challenging compliance

Each party agrees, with respect to personal information that is under the control of that party, to respond to requests from individuals to receive their personal information and to request correction of their personal information in accordance with name legislation. Each party agrees to notify the other party of the request and the corrected information. In addition, each party also agrees to respect each other's revisions to the information.

10.0. Accuracy

Each party will use reasonable efforts to ensure the completeness, accuracy and timeliness of the information covered under this Agreement, Although, it is understood and agreed that the parties cannot guarantee accuracy and will therefore not be held responsible for any damage to the other party resulting from the disclosure or use of any information that is inaccurate, incomplete or out-of-date, each party will endeavour to correct any inaccuracies and ensure that the rights of an individual to access and correct personal information is up-held (see 9.0).

11.0 Indemnification

[Party A] agrees to indemnify and save harmless [Party B] and all of its

representatives and employees from and against any damages, costs, losses

or expenses or any claim, action, suit or other proceeding which they or

any of them may at any time incur or suffer as a result of or arising out of any injury or loss which may be or be alleged to be caused by or suffered

as a result of the acts or omissions of [Party A] and its representatives and employees relating to, attributable to or in connection with the performance of this Agreement,

[Party B] agrees to indemnify and save harmless [Party A] and all of its

representatives and employees from and against any damages, costs, losses, or expenses or any claim, action, suit or other proceeding which

they or any of them may at any time incur or suffer as a result of or arising out of any injury or loss which may be or be alleged to be caused

by or suffered as a result of the acts or omissions of [Party B] and its

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representatives and employees relating to, attributable to or in connection

with the performance of this Agreement.

Each party agrees to give notice to the other party of any claim, action, suit or proceeding relating to or in connection with the management of the information that is the subject of this Agreement. Each party must, at its own expense and to the extent reasonably requested by the other

party, participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for the settlement of the same, but one party will not be liable to indemnify the other party or any other indemnified persons for payment of settlement of claim, action, suit or proceeding unless the other party has given prior written consent to the

Settlement.

12.0 Compliance monitoring

The parties will, separately or jointly, on a periodic basis, review the practices and procedures outlined in this Agreement to ensure compliance

with the provisions of legislation referred to in this agreement. [Note: Specify if physical inspection will take place as part of any review].

Each party will provide the results of such reviews to the other party upon written request.

The parties will also ensure that they take appropriate measures to ensure

that information about the agreement is kept up-to-date and that a record

is kept of any discrete disclosures with respect to the personal information

collected as part of the agreement,

13.0 Amendments

This Agreement can be modified with the written consent of designated

officials of each party.

14.0. Other general provisions

(Insert other clauses as required that do not contravene the legal authority for

each party. These may include clauses for special consideration such as

international data flows).

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15.0 Signatures, signing dates and appropriate appendices

(This includes identifying the names, titles and signatures of the appropriate

officials for both the disclosing and collecting parties and the date of the agreement,

Ensure that sign-off is by a level appropriate to each party.)

HON. A LHAISSAN AZONG., M.P.

Minister responsible for National Identification System

Date of Gazette notification: 21st February, 2012

Entry into force: 23rd March, 2012