

PDPA STANDARDS

1. Compliance with PDPA. The Vendor / Service Provider shall comply with the PDPA and shall not do any act and/or engage in any activity that will or is likely to cause itself and/or the MOHH Group to be in breach of the PDPA and/or is likely to compromise and/or affect the MOHH Group's ability to comply with the PDPA.
2. Collection of Personal Data. To the extent that the Vendor / Service Provider collects Personal Data from individuals and/or third parties pursuant to and/or for the purposes of the relevant agreement and/or for such purposes as may be informed by MOHH, the Vendor / Service Provider undertakes and warrants that it shall ensure that all appropriate consents in accordance with all applicable laws, including without limitation, the PDPA, have been obtained from the individuals and/or the third parties and provide evidence of such consents to MOHH upon request.
3. Use of Personal Data. The Vendor / Service Provider shall:
 - (a) process, disclose, and/or use Personal Data strictly in accordance with the PDPA and only to the extent required for it to fulfil its obligations under the relevant agreement, or pursuant to MOHH's written instructions;
 - (b) comply with any reasonable directions or requests in respect of Personal Data which MOHH may provide the Vendor / Service Provider from time to time; and
 - (c) immediately cease the collection, processing, use and/or disclosure of Personal Data of an individual and/or third party if that individual or third party withdraws his/her consent for the collection, processing, use, and/or disclosure of his/her Personal Data, or otherwise upon MOHH's request.
4. Disclosure of Personal Data to third parties. Except in response to a valid court order, to the extent legally required in response to a request from a law enforcement agency, in order to comply with applicable laws and/or strictly for the purposes of executing its obligations under the relevant agreement, the Vendor / Service Provider shall not, without the written authority of MOHH and in any such cases only to the minimum extent required, disclose Personal Data to any third party. The Vendor / Service Provider shall immediately notify MOHH when it becomes aware that a disclosure of Personal Data may be required.
5. Access and Correction. The Vendor / Service Provider shall:
 - (a) put in place adequate measures to ensure that Personal Data is accurate and complete and take steps to correct Personal Data in the Vendor's / Service Provider's control and/or possession upon MOHH's written request; and
 - (b) provide MOHH with details of Personal Data that the Vendor / Service Provider has in its possession and/or control upon MOHH's written request.
6. Records. The Vendor / Service Provider shall maintain complete and accurate records of the manner in which Personal Data has been used and/or disclosed by the Vendor / Service Provider and shall provide MOHH with such information upon MOHH's written request.

7. Security. The Vendor / Service Provider shall:
- (a) protect Personal Data by making reasonable security arrangements to prevent any unauthorised access, collection, use, disclosure, copying, modification and/or disposal of Personal Data, including without limitation, employing administrative, physical, and technical safeguards (including, but not limited to safeguards against worms, Trojan horses, and other disabling and/or damaging codes);
 - (b) immediately notify MOHH and provide full particulars of any breach of these PDPA Standards or breach of security that may result in the unauthorised access, collection, use, disclosure, copying, modification and/or disposal of Personal Data, and shall:
 - (i) assist MOHH in relation to the investigation and/or remedy of such breach and/or any claim, allegation, action, proceeding, and/or litigation in this respect; and
 - (ii) implement all steps necessary to prevent further unauthorised access, collection, use, disclosure, copying, modification and/or disposal of Personal Data and/or other breaches of these PDPA Standards, and provide MOHH with such reports and/or information concerning such steps, as and when requested by MOHH.
8. Transfer, processing, and/or use of Personal Data outside of Singapore. The Vendor / Service Provider shall not transfer, process, and/or use Personal Data outside of Singapore without the prior written approval of MOHH, which approval may be granted by MOHH, subject to any further terms and conditions which MOHH may impose upon the Vendor / Service Provider at MOHH's sole discretion. Where MOHH has given its prior written approval for such transfer, process and/or use of Personal Data outside Singapore, the Vendor / Service Provider shall:
- (a) continue to be bound by and comply with its obligations under the relevant agreement (including these PDPA Standards) notwithstanding the transfer, process and/or use of Personal Data outside of Singapore; and
 - (b) ensure that prior to any such transfer, legally enforceable obligations have been imposed by the Vendor / Service Provider on the recipient(s) of Personal Data, ensuring that Personal Data transferred is accorded a standard of protection, which is at least comparable to the protection set out in the relevant agreement (including these PDPA Standards) and under the PDPA. Where required by MOHH, the Vendor / Service Provider shall furnish MOHH with evidence that the Vendor / Service Provider has made such imposition on the recipient(s) of the Personal Data.
- 8A. Data Breach, in relation to Personal Data, means: (a) the unauthorised access, collection, use, disclosure, copying, modification and/or disposal of Personal Data; and/or (b) the loss of any storage medium or device on which Personal Data is stored in circumstances where the unauthorised access, collection, use, disclosure, copying, modification and/or disposal of the Personal Data is likely to occur.
- 8B. Handling Data Breaches. In the event that the Vendor / Service Provider is aware of a Data Breach in respect of MOHH Personal Data, the Vendor / Service Provider shall immediately notify MOHH. The Vendor / Service Provider shall also:
- (a) take appropriate actions to rectify or mitigate the Data Breach and use all reasonable efforts to prevent its reoccurrence; and
 - (b) make all reasonable efforts to assist MOHH in relation to the investigation and remedy of such Data Breach and any claim, allegation, action, proceeding or litigation with respect to the Data Breach.

Without prejudice to the generality of the foregoing, the Vendor / Service Provider also agrees to comply with the requirements regarding the handling of data breaches as set out in the Appendix, appended below.



Appendix -
Requirements for H:

9. Government and MOHH Guidelines, Notices and Circulars. The Vendor / Service Provider shall: (a) keep itself apprised of any and all guidelines, notices and circulars relating to Personal Data which: (i) the Personal Data Protection Commission and/or the Government may issue from time to time; and (ii) MOHH may issue to the Vendor / Service Provider from time to time; (each a “**Publication**” and collectively, the “**Publications**”), and (b) perform its duties and discharge its liabilities pursuant to the relevant agreement in a manner consistent with the Publications, and not cause the MOHH Group to be in breach of any Publication.
10. Sub-Contracting and Vendor / Service Provider Personnel. The Vendor / Service Provider agrees that:
 - (a) to the extent that the Vendor / Service Provider Personnel are required to access Personal Data for the purpose of fulfilling the Vendor’s / Service Provider’s obligations under the relevant agreement, the Vendor / Service Provider shall ensure that:
 - (i) such access shall be limited only to those Vendor / Service Provider Personnel who strictly need to have the Personal Data in order to perform their functions; and
 - (ii) such Vendor / Service Provider Personnel comply with these PDPA Standards and execute an undertaking in favour of MOHH (the form of which shall be determined by MOHH at its sole discretion) to such effect;
 - (b) to the extent that the Vendor / Service Provider sub-contracts its obligations under the relevant agreement and has been permitted by MOHH to do so, the Vendor / Service Provider shall ensure that confidentiality clauses of the relevant agreement and the whole of these PDPA Standards are incorporated into the Vendor’s / Service Provider’s contract with the sub-contractor; and
 - (c) notwithstanding this clause 10, any breach of confidentiality clauses of the relevant agreement and/or these PDPA Standards by the Vendor / Service Provider Personnel and/or the Vendor’s / Service Provider’s sub-contractor shall be deemed as a breach by the Vendor / Service Provider.
11. Return and Deletion of Personal Data. The Vendor / Service Provider shall, upon MOHH’s request, or upon the termination or expiration of the relevant agreement, notwithstanding any other provision in the relevant agreement and regardless of the form the Personal Data is in and/or the media it is contained in, immediately:
 - (a) return the Personal Data to MOHH;
 - (b) delete the Personal Data in its possession and/or control; and/or
 - (c) instruct and ensure that all third parties to whom it has disclosed Personal Data to return or delete the Personal Data.

12. Audits.

- (a) During the term of the relevant agreement and for as long as the law permits, the Vendor / Service Provider shall keep and maintain true and accurate records of receipts, invoices, vouchers, working papers, records, reports and other documents to ensure that the processing, use, collection and disclosure of Personal Data are in accordance with these PDPA Standards. The Vendor / Service Provider shall, upon request by the Government and/or MOHH, submit the aforesaid to the Government and/or MOHH (as the case may be).
- (b) The Audit Representatives may, after giving notice at any time during the Vendor's / Service Provider's normal business hours, inspect and/or conduct audits on the Vendor's / Service Provider's premises and systems, receipts, invoices, vouchers, working papers, records, reports and other documents to ensure that the processing, use, collection, and disclosure of Personal Data are in accordance with these PDPA Standards (the "**PDPA Audit Matters**"). The Audit Representatives shall be entitled to take copies of and/or extracts of any documents related to the PDPA Audit Matters.
- (c) The Vendor / Service Provider shall ensure that the Audit Representatives are given full access to all accounts, records, documents, assets and premises in connection with the PDPA Audit Matters, and shall provide the Audit Representatives with all necessary cooperation and assistance in connection with the audits.
- (d) The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 12, unless the audit identifies a material breach and/or default of these PDPA Standards by the Vendor / Service Provider, in which case the Vendor / Service Provider shall reimburse the Government and/or MOHH (as the case may be) for all of the Government's and/or MOHH's (as the case may be) reasonable costs incurred in connection with the audit.