

## **Personal Data Privacy Terms for Contract**

1. You shall at all times comply with the Personal Data (Privacy) Ordinance (“PDPO”).
2. You shall at all times comply with the laws of [e.g. United Kingdom] on personal data privacy to the extent they do not contradict Hong Kong law or your obligations under this contract [*Note: Applicable if the data processor is located outside HK and personal data will be held outside HK*]
3. You shall at all times comply with the University’s Data Privacy Policy Statement (“PPS”), as in force from time to time. A copy of the current PPS will be provided to you separately.
4. You shall comply with the Personal Information Collection Statement (“PICS”) applicable to the service that we are engaging you to provide, as in force from time to time. A copy of the current PICS will be provided to you separately.
5. You shall implement all practicable security measures to protect personal data entrusted to you. This includes implementing measures to prevent unauthorized or accidental access, processing, erasure, loss or use of the data entrusted to you. You shall upon our request give details of the measures taken and agree to make any amendments as we may reasonably require. You further acknowledge and agree that if for any reason, you are unable to provide security measures to our satisfaction then given that protecting the privacy of data subjects is our utmost priority, we reserve the right to terminate this contract forthwith in such situation. At a minimum, we require you to take the following measures:
  - a. Generally, you shall:
    - i. take the same security measures that we would have to take if we were processing the personal data ourselves. Details will be provided separately;
    - ii. protect personal data in accordance with the data protection principles under the PDPO;
  - b. Without limitation to the generality of the foregoing:
    - i. All hard copy documents containing personal data shall be stored in locked cabinets and only be accessible by authorized staff;
    - ii. All soft copy documents or electronic mediums containing personal data shall be password protected and only be accessible by authorized staff;

- iii. Documents containing personal data, in whatever format and however stored, shall only be accessed by, disclosed to and/or used by those staff who need to know, strictly for the purpose of performing the services that we are engaging you to provide;
  - iv. Personal data shall only be erased, deleted or destroyed in accordance with this contract or with our express consent *[Note: Please amend the specific measures as appropriate having regard to factors such as the amount of personal data involved, sensitivity of the personal data, the nature of the data processing service and the harm that may result from a security breach].*
6. If at any time during the course of performing the services under this contract, we require you (for whatever reason) to return any personal data entrusted to you or any personal data entrusted to you is no longer required, you shall forthwith and in any event no later than [e.g. 14 days] return the same to us and confirm that you have not retained any copies of such personal data. Upon the termination of this contract, for whatever reason, you shall forthwith and in any event no later than [e.g. 14 days] return to us all personal data entrusted to you and confirm that you have not retained any copies of such personal data. In the event personal data to be returned to us is stored electronically, you shall ensure a copy of such personal data is sent to us and after we have confirmed due receipt of the same, you shall proceed to permanently erase or delete the electronic copies of such personal data held by you and confirm that the same has been permanently erased or deleted. Where personal data is contained in hard copy documents, we may require you to destroy the hard copy documents (e.g. by shredding the hard copy documents) instead of returning the same to us and if that is the case, details of the arrangement will be provided separately.
7. You are strictly prohibited from using or disclosing personal data entrusted to you for any purpose other than to perform the services that we are engaging you to provide.
8. [You are strictly prohibited from sub-contracting to others the service that we are engaging you to provide.]

**OR**

[Subject to such terms and conditions to be separately agreed, you may sub-contract the service that we are engaging you to provide provided that you will impose on the sub-contractor the same obligations in relation to handling and processing personal data as we impose on you. Specifically, you shall procure and demonstrate to our satisfaction that your obligations in relation to handling and processing personal data under in this contract are incorporated into your contract with the sub-contractor mutatis mutandis. Your choice of

sub-contractor must also be approved by us. You acknowledge and agree that in the event the sub-contractor fails to fulfil its obligations, you shall remain fully and solely liable to us for the fulfilment of those obligations and shall fully indemnify us and hold us harmless from and against any and all claims, demands, liabilities, losses or damage which may arise in this connection. *[Note: Please choose the desired option for your situation. The first option is where no sub-contracting is permitted. The second option is where sub-contracting is permitted]*

9. You shall forthwith and in any event no later than [e.g. 24 hours] report to us in writing any sign of abnormalities (for example, audit trail shows unusual frequent access of personal data by a staff member at odd hours) or security breaches (for example, missing personal data) in relation to personal data entrusted to you that has come to your attention and give details of the remedial measures you have taken. You shall also provide any additional details and take any actions that we may require.
10. You shall procure that all authorized staff involved in performing the services under this contract observe the obligations regarding handling of personal data as set out in this section in the same manner mutatis mutandis as they apply to you. In this connection, you shall demonstrate to our satisfaction that you have implemented personal data protection policies and procedures and provided adequate training to your staff.
11. We reserve the right to audit and inspect at any time how you handle and store personal data entrusted to you and you shall fully cooperate whenever we exercise such right. You shall keep proper records of all personal data that have been transferred to you for handling and processing and how they have been handled and processed, including records of personal data which have been returned, deleted, erased or destroyed in accordance with this contract. You shall also keep records of all signs of abnormalities and security breaches and how they have been handled.

You acknowledge and agree that in the event you fail to comply with your obligations hereunder or under the PDPO, you shall remain fully and solely liable to us for the fulfilment of such obligations and shall fully indemnify us and hold us harmless from and against any and all claims, demands, liabilities, losses or damage which may arise in this connection. We also reserve the right to terminate this contract forthwith. We further reserve the right to take action against you, whether legal or otherwise.