

CRIS PDPA STANDARDS

1. Compliance with PDPA. The Vendor 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 CRIS Affiliates to be in breach of the PDPA and/or is likely to compromise and/or affect the CRIS Affiliates' ability to comply with the PDPA.
2. Collection of Personal Data. To the extent that the Vendor collects Personal Data from individuals and/or third parties pursuant to and/or for the purposes of this Agreement and/or for such purposes as may be informed by CRIS, the Vendor 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 CRIS upon request.
3. Use of Personal Data. The Vendor 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 this Agreement, or pursuant to CRIS' written instructions;
 - (b) comply with any reasonable directions or requests in respect of Personal Data which CRIS may provide the Vendor 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 CRIS' 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 this Agreement, the Vendor shall not, without the written authority of CRIS and in any such cases only to the minimum extent required, disclose Personal Data to any third party. The Vendor shall immediately notify CRIS when it becomes aware that a disclosure of Personal Data may be required.
5. Access and Correction. The Vendor 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 control and/or possession upon CRIS' written request; and
 - (b) provide CRIS with details of Personal Data that the Vendor has in its possession and/or control upon CRIS' written request.
6. Records. The Vendor shall maintain complete and accurate records of the manner in which Personal Data has been used and/or disclosed by the Vendor and shall provide CRIS with such information upon CRIS' written request.
7. Security. The Vendor 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 CRIS and provide full particulars of any breach of the terms of this 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 CRIS 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 this PDPA Standards, and provide CRIS with such reports and/or information concerning such steps, as and when requested by CRIS.
8. Transfer, processing, and/or use of Personal Data outside of Singapore. The Vendor shall not transfer, process, and/or use Personal Data outside of Singapore without the prior written approval of CRIS, which approval may be granted by CRIS, subject to any further terms and conditions, which CRIS may impose upon the Vendor at CRIS' sole discretion. Where CRIS has given its prior written approval for such transfer, process and/or use of Personal Data outside Singapore, the Vendor shall:
- (a) continue to be bound by and comply with its obligations under this Agreement (including this 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 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 this Agreement (including this PDPA Standards) and under the PDPA. Where required by CRIS, the Vendor shall furnish CRIS with evidence that the Vendor 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 is aware of a Data Breach in respect of CRIS Personal Data, the Vendor shall immediately notify CRIS. The Vendor 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 CRIS 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 also agrees to comply with the requirements regarding the handling of data breaches as set out in the Appendix, appended below.



Appendix to PDPA
Standards.docx

9. Government and CRIS Guidelines, Notices and Circulars. The Vendor 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) CRIS may issue to the Vendor from time to time; (each a “**Publication**” and collectively, the “**Publications**”), and (b) perform its duties and discharge its liabilities pursuant to this Agreement in a manner consistent with the Publications, and not cause the CRIS Affiliates to be in breach of any Publication.
10. Sub-Contracting and Vendor Personnel. The Vendor agrees that:
- (a) to the extent that the Vendor Personnel are required to access Personal Data for the purpose of fulfilling the Vendor’s obligations under this Agreement, the Vendor shall ensure that:
 - (i) such access shall be limited only to those Vendor Personnel who strictly need to have the Personal Data in order to perform their functions; and
 - (ii) such Vendor Personnel comply with the terms of this PDPA Standards and execute an undertaking in favour of CRIS (the form of which shall be determined by CRIS at its sole discretion) to such effect;
 - (b) to the extent that the Vendor sub-contracts its obligations under this Agreement and has been permitted by CRIS to do so, the Vendor shall ensure that Clause 7 of this Agreement and the whole of this PDPA Standards are incorporated into the Vendor’s contract with the sub-contractor; and
 - (c) notwithstanding Clause 10 of this PDPA Standards, any breach of Clause 7 of this Agreement and/or this PDPA Standards by the Vendor Personnel and/or the Vendor’s sub-contractor shall be deemed as a breach by the Vendor.
11. Return and Deletion of Personal Data. The Vendor shall, upon CRIS’ request, or upon the termination or expiration of this Agreement, notwithstanding any other provision in this 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 CRIS;
 - (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 this Agreement and for as long as the law permits, the Vendor 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 this PDPA Standards. The Vendor shall, upon request by the Government and/or CRIS, submit the aforesaid to the Government and/or CRIS (as the case may be).
 - (b) The Audit Representatives may, after giving notice at any time during the Vendor’s normal business hours, inspect and/or conduct audits on the Vendor’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 this 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 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 Clause 12 of this PDPA Standards, unless the audit identifies a material breach and/or default of this PDPA Standards by the Vendor, in which case the Vendor shall reimburse the Government and/or CRIS (as the case may be) for all of the Government's and/or CRIS (as the case may be) reasonable costs incurred in connection with the audit.