

POPIA SERVICE PROVIDER ADDENDUM

IMPORTANT NOTICE:

The clauses and time periods contained herein are only guidelines. They may be amended to suit the particular circumstances.

Consult Legal Services for assistance when finalising a POPIA Service Provider Addendum.

ENTERED INTO BETWEEN:

The Western Cape Government

Provincial Department xxxxxx

("WCG provincial department")

and

xxxxxxxxxxxxxx

("Service Provider")

PREAMBLE

- A. The Service Provider is appointed by the WCG provincial department to supply services agreed upon in the Main Contract. The services include the processing of information for or on behalf of the WCG provincial department.
- B. The purpose of this addendum when personal information is processed is to:
 - (a) enable the WCG provincial department to comply with its statutory obligations under the Protection of Personal Information Act, 2013 ("Act"); and
 - (b) ensure that the Service Provider is aware of and complies with its statutory obligations under the Act.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

In this addendum:

- 1.1 **"Account number"** means a number assigned by a financial or other institution that uniquely identifies a data subject to enable the data subject to access his or her own funds or credit facilities.
- 1.2 **"Act"** means the Protection of Personal Information Act, No 4 of 2013 (including any regulation or code made thereunder).
- 1.3 **"Addendum"** means this agreement, concluded between the parties, to enable the WCG provincial department to comply with the Act.
- 1.4 **"Binding corporate rules"** means personal information processing policies, within a group of undertakings (a controlling undertaking and its controlled undertakings), which are adhered to by an operator within that group of undertakings when transferring personal information to an operator within that same group of undertakings in a foreign country.
- 1.5 **"Data subject"** means the person to whom personal information relates.
- 1.6 **"Information Regulator"** means the juristic person established in terms of the Act.
- 1.7 **"Main contract"** means the agreement concluded between the Service Provider and the WCG provincial department in terms whereof the Service Provider is to render services to or on behalf of the WCG provincial department.
- 1.8 **"Operator"** means a person who processes personal information for the WCG provincial department in terms of a contract or mandate, without coming under the direct authority of the WCG provincial department.
- 1.9 **"Personal information"** means personal information relating to an identifiable, living natural person, and where it is applicable, an identifiable, existing juristic person including, but not limited to:
 - (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - (b) information relating to the education or the medical, financial, criminal or employment history of the person;
 - (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

- (d) the biometric information of the person;
- (e) the personal opinions, views or preferences of the person;
- (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another data subject about the person; and
- (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

1.7 **"Processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including—

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information processing.

1.8 **"Security incident"** means any incident where personal information has been or is suspected on reasonable grounds, to be accessed or acquired by or disclosed to an unauthorised person; or where the personal information has been lost, damaged or destroyed without authorisation.

2. COMPLIANCE WITH THE ACT AND DIRECTIVES

2.1. The Service Provider must in relation to the processing of personal information for or on behalf of the WCG provincial department comply with:

- 2.1.1. The requirements of the Act applicable to the WCG provincial department as a Responsible Party, with due alteration.
- 2.1.2. The requirements of the Act applicable to the Service Provider as an Operator.
- 2.1.3. Any applicable notice of the Information Regulator under the Act.
- 2.1.4. Any directive given by the WCG provincial department under this addendum.

2.2. The Service Provider acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to the WCG provincial department as a Responsible Party and to it as an Operator.

- 2.3. The Service Provider must only process personal information on behalf of the WCG provincial department with the knowledge or authorisation of the WCG provincial department. Failure to do so will constitute a material breach of this addendum.
- 2.4. The Service Provider acknowledges that if it knowingly or recklessly, without the WCG provincial department's consent, obtains or discloses or gets another party to disclose a data subject's account number it is a criminal offence in terms of the Act.

3. CONTROL, ACCOUNTABILITY and SUBCONTRACTORS

- 3.1. The Service Provider must designate a senior person to be the point of contact for complying with the privacy and security obligations set out in this addendum.
- 3.2. Unless the Main Agreement otherwise specifies or the WCG provincial department otherwise directs in writing, the Service Provider may not use, in part or in full, the services of a sub-contractor or agent other than its full time employee, in the processing of the personal information.
- 3.3. Where provision has been made for the use of sub-contractors or agents, the Service Provider must provide written confirmation to the WCG provincial department, that the terms and conditions applicable to the Service Providers in terms of this addendum are incorporated in the terms and conditions of the appointment of the sub-contractor or agent and provide the WCG provincial department with a copy thereof.
- 3.4. Despite any written approval to use a sub-contractor or agent, the Service Provider remains responsible for its liabilities or obligations under this addendum.
- 3.5. Upon written directive by the WCG provincial department, the Service Provider must, within 5 business days, provide an up-to-date list of all employees, subcontractors and agents engaged in the Main Contract who will have access to the personal information.
- 3.6. All employees, contractors and agents of the Service Provider to whom the personal information may be accessible in the performance of the Main Contract must sign a privacy and confidentiality agreement similar to **Annexure 1** hereto.

- 3.7. The Service Provider must diligently screen and vet its employees, subcontractors and agents, who process personal information in terms of the Main Contract.
- 3.8. The Service Provider must advise the WCG provincial department in advance in the event of:
 - 3.8.1. Any change in ownership of all or part of the Service Provider's business.
 - 3.8.2. Any proceedings for insolvency or business rescue brought against the Service Provider under applicable insolvency laws or company laws.

4. COLLECTION OF PERSONAL INFORMATION

- 4.1. The Service Provider must only collect personal information that is necessary for the performance of its obligations or in the course of exercising its rights under the Main Contract. This must be done in a lawful and reasonable manner that does not infringe on the privacy of a data subject.
- 4.2. Unless the Main Contract otherwise specifies or the WCG provincial department otherwise directs in writing, the Service Provider must collect personal information directly from the data subject to whom the information relates.
- 4.3. The Service Provider's employees, subcontractors or agents must effectively identify themselves to the data subject from whom they are collecting personal information and provide the data subject with the name and address of the WCG provincial department and the contact details of the person designated by the WCG provincial department to answer questions about the collection of the personal information
- 4.4. At the time of the collection, the Service Provider must notify the data subject from whom it collects personal information:
 - 4.4.1. of the purpose for collecting it;
 - 4.4.2. of any legal authority for collecting it;
 - 4.4.3. whether the data subject may refuse to disclose the information or whether it is required by law;
 - 4.4.4. of any possible consequences of refusing to provide the information if required by law;
 - 4.4.5. of the data subject's rights of access to and correction of the information;

- 4.4.6. of the data subject's right to object to the processing of the information on reasonable grounds where the purpose of the processing is:
 - 4.4.6.1. to protect the data subject's legitimate interest; or
 - 4.4.6.2. necessary for the performance of a public law duty by the WCG provincial department; or
 - 4.4.6.3. necessary to pursue a legitimate interest of the WCG provincial department or of any other party to whom the information is supplied;
 - 4.4.7. if information is to be transferred to another country, that it will take place and the protection offered to secure the data subject's rights to privacy; and
 - 4.4.8. the data subject's right to lodge a complaint to the Information Regulator together with the contact details of the Information Regulator.
- 4.5. If the data subject's consent is required for the collection and processing of the personal information the Service Provider must ensure that the data subject has been informed in accordance with paragraph 4.4 and that the consent is given voluntarily. The data subject must, in addition, be informed that the consent to process the personal information may be withdrawn at any time.
- 4.6. If the Service Provider is processing personal information only because the data subject consented thereto, the Service Provider must immediately cease with the processing thereof if the data subject withdraws the consent contemplated above and notify the WCG provincial department thereof.

5. USE OF PERSONAL INFORMATION

- 5.1. The Service Provider must only use the personal information for the performance of its obligations or in the course of exercising its rights under the Main Contract.
- 5.2. The Service Provider must not sell, exchange or otherwise make available for free or for consideration any personal information processed in terms of the Main Contract, unless specified in the Main Contract or unless the WCG provincial department has given written approval thereof.

6. RETENTION OF PERSONAL INFORMATION

For the duration of the Main Contract, the Service Provider must retain the personal information processed in terms of the Main Contract, unless the Main Contract otherwise specifies or the WCG provincial department otherwise gives a written directive to either dispose thereof or to deliver it to the WCG provincial department or a specified third party.

7. COMPLETE AND ACCURATE INFORMATION

The Service Provider must make every reasonable effort to ensure the accuracy and completeness of any personal information collected by the Service Provider and used by either the Service Provider or the WCG provincial department to make a decision that directly affects the data subject the information is about.

8. CORRECTION OF PERSONAL INFORMATION

- 8.1. A data subject may request the WCG provincial department to correct or delete personal information processed by the Service Provider in terms of the Main Contract.
- 8.2. If the Service Provider receives a request for the correction or deletion of personal information processed in terms of the Main Contract from a data subject, the Service Provider must immediately notify the data subject to make the request to the WCG provincial department Information Officer unless otherwise directed in writing by the WCG provincial department.
- 8.3. Upon receipt of a request for the correction, deletion or annotation of personal information by a data subject, the WCG provincial department may issue a written directive to the Service Provider to either correct, delete or annotate the personal information.
- 8.4. The Service Provider must upon receipt of the written directive referred to in clause 8.3 above within a period of 10 business days, either correct, delete or annotate the personal information of the data subject, as directed.

- 8.5. Within a period of 5 business days of correcting, deleting or annotating the personal information as contemplated in clause 8.4, the Service Provider must notify the WCG provincial department and the data subject thereof.
- 8.6. Where the correction, deletion or annotation contemplated in clause 8.4 impacts on a decision taken in respect of the data subject, the Service Provider must inform each person or body to whom the personal information has been disclosed thereof.

9. RECORD KEEPING

- 9.1. The Service Provider must keep records of and document all processing operations. This includes maintaining a log and details of each instance of disclosure or access to the personal information by any person either in the employ of the Service Provider, or a sub-contractor, or by law.
- 9.2. The Service Provider must maintain an audit trail, either in electronic or paper form, to enable the WCG provincial department to conduct information audits of the personal information processed by the Service Provider in terms of the Main Contract.

10. SECURING THE PERSONAL INFORMATION

- 10.1. The Service Provider must maintain the integrity and confidentiality of personal information processed in terms of the Main Contract.
- 10.2. The Service Provider must protect personal information by making reasonable security arrangements against risks such as loss, theft, unauthorised access, disclosure, transfer, copying, use, modification or disposal, including any risks expressly set out in the Main Contract.
- 10.3. The security arrangements in place must be equal to or more stringent than the privacy, security and information security standards issued for the public service unless otherwise directed by the WCG provincial department in writing.
- 10.4. The Service Provider must have a process in place to verify that its security arrangements are effectively implemented.

- 10.5. When the Service Provider or the WCG provincial department identify new risks or deficiencies that threaten the integrity or confidentiality of the personal information processed by the Service Provider in terms of the Main Contract, the Service Provider must update its security arrangements without delay to address these risks or deficiencies immediately.
- 10.6. The Service Provider must have Business Continuity and Disaster Recovery Plans in place. This must at least include, where personal information is processed in an electronic format, maintaining a back-up of the information.

11. DISCLOSURE OF PERSONAL INFORMATION

- 11.1. The Service Provider must treat all personal information processed on behalf of the WCG provincial department as confidential. This includes personal information provided by or on behalf of the WCG provincial department and personal information collected directly from data subjects.
- 11.2. Except as prescribed by a lawful order of a court, such as a subpoena or court order or in response to a lawful access request by a law enforcement agency, no personal information shall be disclosed by the Service Provider without the written consent of the WCG provincial department.
- 11.3. Unless otherwise prohibited by the court or law enforcement agency making the request, the Service Provider must inform the WCG provincial department in writing of the receipt of such a request within 2 working days after receipt thereof.
- 11.4. The Service Provider will notify the WCG provincial department immediately of all communications it receives from any person or body which suggests that personal information is being processed in non-compliance with the Act.
- 11.5. The Service Provider will not enter into any communication or take action without the express agreement and authorisation of the WCG provincial department in respect of such notification.

12. REQUESTS FOR ACCESS TO PERSONAL INFORMATION BY A DATA SUBJECT

- 12.1. The Service Provider must ensure reasonable access to all personal information processed in terms of the Main Contract and records relating thereto.
- 12.2. When a data subject requests the Service Provider for either access to the data subject's personal information; or information about the identity of third parties (categories of third parties) who accessed the data subject's personal information, the Service must immediately:
 - 12.2.1. advise the data subject to request the WCG provincial department Information Officer for the information; and
 - 12.2.2. inform the WCG provincial department Information Officer of this request.
- 12.3. The WCG provincial department will, after receipt of the data subject's request, issue a written directive to the Service Provider whether or not to disclose the information to the data subject.

13. AUDIT AND INSPECTION OF RECORDS OF PERSONAL INFORMATION

- 13.1. In addition to any other rights of inspection the WCG provincial department may have under the Main Contract, the WCG provincial department may at any reasonable time and on reasonable notice, of not less than 24 (twenty- four) hours, to the Service Provider, enter the Service Provider's premises where personal information is processed in terms of the Main Contract, to inspect and audit:
 - 13.1.1. any personal information processed in terms of the Main Contract in the possession of the Service Provider;
 - 13.1.2. any of the Service Provider's information management policies or practices relevant to the Service Provider's management of personal information in terms of the Main Contract; and
 - 13.1.3. the Service Provider's compliance with this addendum.
- 13.2. The inspection and audit contemplated in clause 13.1 may be performed by a third party on behalf of the WCG provincial department.

- 13.3. The Service Provider must give the WCG provincial department and any third party appointed by the WCG provincial department access to its processing activities, facilities and records and reasonable assistance to perform the inspection and audit contemplated above.
- 13.4. The costs of the audit will be borne by the WCG provincial department. However, where the audit shows that the Service Provider is not compliant with this addendum, the Service Provider is liable for the costs of the audit.

14. TRANSFER OF PERSONAL INFORMATION

- 14.1. The processing of personal information, including but not limited to the transfer and storage of personal information on back-up tapes and archives, may not take place outside the boundaries of the Republic of South Africa, without the written prior approval of the WCG provincial department.
- 14.2. The WCG provincial department will not withhold approval in terms of clause 14.1 if the Service Provider submits proof:
- 14.2.1. that the country where the personal information is to be processed has a law similar to the POPIA; or
- 14.2.2. that binding corporate rules, that effectively uphold the POPIA principles for processing of personal information, apply to the processing of personal information in question; and
- 14.2.4 either the law or the binding corporate rules have similar provisions relating to the further transfer of the personal information to a third party in a foreign country.
- 14.3. Where written approval is given to the Service Provider to process, transfer or store the personal information outside the boundaries of the Republic of South Africa, the Service Provider remains bound by the provisions of this addendum.

15. SECURITY INCIDENT NOTIFICATION AND RESPONSE

- 15.1. The Service Provider must immediately and without delay notify the WCG provincial department when the Service Provider knows or on reasonable grounds suspects that the personal information of a data subject has been:

- 15.1.1. accessed or acquired by or disclosed to any unauthorised person; or
 - 15.1.2. lost, damaged or destroyed without authorisation.
- 15.2. The notice contemplated in clause 15.1 must be in writing and transmitted per e-mail to the WCG provincial department. The Service Provider must maintain a record of the message, its transmission and a read receipt thereof.
- 15.3. In addition, the e-mail must be followed up with a telephonic communication to the official who manages the Main Contract on the first business day that the incident is discovered.
- 15.4. The notice contemplated in clause 15.1 must contain sufficient information about the incident and include the following details:
- 15.4.1. the cause or suspected cause;
 - 15.4.2. how it arose or occurred or is believed to have occurred;
 - 15.4.3. whether law enforcement agencies have been informed thereof;
 - 15.4.4. the potential consequences of the incident;
 - 15.4.5. measures taken or intended to be taken to mitigate any adverse consequences related to the incident; and
 - 15.4.6. if known, the identity of the person who accessed or acquired the personal information without authorisation.
- 15.5. The Service Provider must immediately and without delay respond to a security incident to contain and mitigate the impact thereof. The Service Provider must as soon as reasonable possible implement any mitigation measures directed in writing by the WCG provincial department.
- 15.6. The Service Provider must cooperate with the WCG provincial department in the investigation of a security incident.
- 15.7. The WCG provincial department may issue a written directive to the Service Provider to notify the data subject of the security incident. The notice to the data subject must contain sufficient information to allow the data subject to take protective measures against the potential consequences of the security incident and include the information contemplated in clause 15.3.

- 15.8. The Service Provider acknowledges that failure to notify the WCG provincial department as contemplated in clause 15.1 constitutes a material breach of the terms of this addendum.
- 15.9. In the event of a security incident the WCG provincial department retains the right to perform an audit as contemplated in clause 13 at the costs of the Service Provider.
- 15.10. The WCG provincial department retains the right to issue an additional directive to the Service Provider on how to respond to a security incident.

16. INDEMNITY

- 16.1. The Service Provider indemnifies and holds the WCG provincial department harmless for any liability in connection with any breach of its obligations under this addendum or the Act. The Service Provider is strictly liable for the actions and omissions of its employees and subcontractors in this regard.
- 16.2. This indemnity is for any legal action, including but not limited to: damages, fines, penalties, costs, legal fees, and any other claims arising from the Service Provider's breach of this addendum.

17. PROPRIETARY RIGHTS

- 17.1. The personal information processed by the Service Provider in terms of the Main Contract is and remains the sole property of the WCG provincial department unless the Main Contract otherwise specifies.
- 17.2. The Service Provider must not do anything that compromises the WCG provincial department's rights in and to the personal information.
- 17.3. The personal information provided to or collected by the Service Provider in terms of the Main Contract must at all times be clearly identified, documented and recorded as belonging to the WCG provincial department. The personal information must be kept

separate from other personal information unrelated to the Main Contract that the Service Provider may have collected or received from other third parties.

- 17.4. The WCG provincial department will retain unrestricted rights to the personal information and retains ownership of any user created/loaded data and applications hosted on the Service Provider's infrastructure, as well as maintains the right to request full copies of these at any time.
- 17.5. The personal information must be available to the WCG provincial department upon request within one working day or within the timeframe specified otherwise, and shall not be used for any other purpose other than that specified herein. The Service Provider shall provide the requested personal information at no additional cost to the WCG provincial department.

18. NOTICE OF NON-COMPLIANCE

If for any reason the Service Provider does not comply, or anticipates that it will be unable to comply, with a provision in this addendum in any respect, the Service Provider must promptly notify the WCG provincial department of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

19. COMPLAINTS FROM DATA SUBJECTS

- 19.1. The Service Provider must immediately notify the WCG provincial department when a complaint, relating to the processing of personal information, is made by a data subject and of the outcome of such complaint.
- 19.2. Where a data subject has lodged a complaint with the Information Regulator, the Service Provider must assist the WCG provincial department in responding to any action and investigation taken by the Information Regulator.

20. TERMINATION OF THE MAIN CONTRACT

- 20.1. In addition to any other rights of termination which the WCG provincial department may have under the Main Contract or otherwise at law, the WCG provincial department may, subject to any provisions in the Main Contract establishing mandatory cure periods for defaults by the Service Provider, terminate the Main Contract by giving written notice of such termination to the Service Provider, upon any failure of the Service Provider to comply with this addendum in a material respect.
- 20.2. Upon the termination of the Main Contract the Service Provider must immediately without delay:
 - 20.2.1. return all the personal information processed in terms of the Main Contract to the WCG provincial department in a format and in media as directed, at its costs, unless otherwise directed in writing by the WCG provincial department; and
 - 20.2.2. destroy any copies of the personal information it may have in its possession in a manner directed in writing by the WCG provincial department.
- 20.3. After the return and destruction contemplated in clause 20.2 the Service Provider must provide the WCG provincial department with a certificate issued by an independent third party confirming that it no longer holds any of the personal information, or copies thereof in any version or format.
- 20.4. The Service Provider is not entitled to retain the personal information processed in terms of the Main Contract in lieu of any payments that may be due to the Service Provider from the WCG provincial department.
- 20.5. The obligations of the Service Provider in this addendum will survive the termination of the Main Contract.

21. WAIVER

A waiver of any term, provision or condition of this addendum is only effective and binding if given in writing and signed by the WCG provincial department and only in the instance and for the purpose for which it is given.

22. NOTICES

- 22.1. The parties choose as their respective *domicilia citandi et executandi* for the purposes of any legal proceedings, giving or sending any notice provided for or required under this addendum the following addresses and contact numbers:

WCG Provincial Department

Department: _____
Contact person: _____
Physical Address: _____
Tel: _____
Email: _____

SERVICE PROVIDER:

Contact person: _____
Physical Address: _____
in South Africa: _____
Tel: _____
Email: _____

- 22.2 All notices to be given in terms of this addendum must be given in writing and be delivered by hand or sent by prepaid registered post, unless provision is expressly made otherwise for in this addendum, to the Party's chosen *domicilium citandi et executandi*.
- 22.3 If delivered by hand, a notice must be presumed to have been received on the date of delivery, or, if sent by prepaid registered post, be presumed to have been received 7 (seven) business days after the date of posting.
- 22.4 Notwithstanding anything to the contrary contained in this addendum, a written notice or communication actually received by one of the Parties from the other Party must be adequate written notice of communication to such Party.
- 22.5 Either party may by written notice to the other party change its physical address, telephone number or email address for the purposes of this clause to any other address

(other than a post office box number) in the Republic of South Africa provided that the change shall become effective on the 7th (seventh) day after the receipt of the notice.

23 CONFLICTS BETWEEN THE ACT, THE MAIN CONTRACT AND THE ADDENDUM

23.1 If a provision of the Main Contract, including any directive given by the WCG provincial department under this addendum, conflicts with a requirement of the Act or an applicable order of the Information Regulator under the Act, the conflicting provision of the Main Contract (or directive) will be inoperative to the extent of the conflict.

23.2 The Service Provider must comply with the provisions of this addendum despite any conflicting provision of this Main Contract

24 ENTIRE CONTRACT

This addendum contains the entire agreement of the parties in relation to processing of personal information and supersedes any previous agreement or understanding (whether oral or written) between the Parties, and overrides any terms and conditions contained elsewhere in relation to the processing of personal information.

SIGNED ATON THIS THEDAY OF202...

WCG Provincial Department

Herein represented by _____

In his/ her capacity as the Head of the Department

AS WITNESSES:

Signature

Name in Capital letters

Signature

Name in Capital letters

SERVICE PROVIDER

Herein represented by _____
duly authorised.

AS WITNESSES:

Signature

Name in Capital letters

Signature

Name in Capital letters

ADDENDUM ANNEXURE 1: PRIVACY AND CONFIDENTIALITY AGREEMENT

As an employee, contractor, agent or otherwise providing services on behalf of the Service Provider to the Western Cape Government (WCG) Provincial Department in terms of the contract dated between the WCG provincial department and the Service Provider, I understand that I may have access to personal information that includes, but is not limited to, information relating to:

- Data subjects, which may include information of:
 - Patients (such as health records, conversations, admitting/registration information, patient financial information, etc.);
 - WCG provincial department employees (such as employment records, disciplinary actions, etc.);
 - WCG provincial department business information containing personal information (internal reports, memos, contracts, peer review information, communications,); and/or
 - WCG provincial department's business partners and other service providers that contain personal information.

As a condition of and in consideration of my access to this personal information:

CONFIDENTIALITY OBLIGATIONS

1. I understand that all personal information I have access to is confidential.
 2. I understand that the only information I need to know is information required to complete my duties.
 3. I will only access (view/use) the personal information for which I have a need to know in connection with the services I am providing for and to the WCG provincial department.
 4. I will use the personal information only as needed to perform my legitimate duties with the Service Provider for and on behalf of the WCG provincial department.
3. I will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information except as properly authorised within the scope of my duties.
6. I will safeguard and will not disclose or share my passwords, User ID's, access cards, keys or other codes or devices assigned to me (or created by me) that allow me to access confidential information. I accept responsibility for all activities undertaken using such codes and devices;

7. I understand that my name may be released to the WCG provincial department and a complainant as part of full disclosure in a proven case of breach of privacy.

8. I agree to abide with the conditions set out in the Protection of Personal Information Act, 2013 and all policies on privacy and security issued by the Service Provider.

9. I agree that my obligations under this agreement will continue after any termination of my employment or affiliation with the Service Provider.

SIGNED ATON THIS THEDAY OF202...

Name and Capacity