

PART 10

CONFIDENTIALITY AND DATA PROTECTION

UNDERTAKING

CONFIDENTIALITY & DATA PROTECTION UNDERTAKING (FOR CORPORATIONS)

Introduction

1. This undertaking (this “**Undertaking**”) relates to all information (“**Information**”) at any time and from time to time, acquired by or supplied to the recipient named below (“**Recipient**”) or Authorised Recipients (defined below), by the Singapore Sports School Ltd (the “**School**”) or its Connected Persons (defined below), whether orally, in writing, electronically or in any other form, in relation to the Recipient’s work for the School and/or the Recipient’s dealings and interactions with the School, including but not limited to codes, passwords, personal data, drawings and plans.
2. In this Confidentiality Undertaking:
 - (a) “**Authorised Recipients**” mean, in relation to the Recipient, its officers, employees, advisers, agents, sub-contractors and representatives who strictly require access to the Information;
 - (b) “**Connected Persons**” mean the officers, employees, advisers, agents and representatives of the School;
 - (c) Where Information relates to “**personal data**”, being data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which the Recipient has or is likely to have access, the Personal Data Protection Act 2012 (“**PDPA**”) applies in respect of that data; and
 - (d) Any reference to an act or omission by the Recipient includes an act or omission by an Authorised Recipient and *vice versa*.
3. The Recipient acknowledges and agrees that it is a “data intermediary” within the meaning of the PDPA and undertakes that it shall at all times comply with the provisions thereof which are applicable to it in respect of personal data.

Undertaking

4. With regard to the disclosure of the Information by the School, the Recipient agrees and undertakes to the School that except with the prior written consent of the School, it shall:
 - (a) use the Information only for the purpose(s) for which the Information was provided;
 - (b) retain the Information in strict confidence and not disclose the Information to any person other than an Authorised Recipient;

- (c) inform each Authorised Recipient of the confidential nature of the Information and the restrictions imposed by this Undertaking and/or any applicable laws (including but not limited to the PDPA);
- (d) ensure compliance by all Authorised Recipients with the restrictions imposed by this Undertaking and any applicable laws (including but not limited to the PDPA) as if they were named in place of the Recipient; and
- (e) be liable for any breach by any Authorised Recipient, whether such breach occurs during or after the Authorised Recipient's employment with or engagement by the Recipient.

Retention of Information

5. The Recipient and its Authorised Recipients shall destroy or return to the School, on demand, any document containing any Information and any copy which may have been made, and expunge all Information from any computer, word processor or other device containing any Information. Any destruction of Information shall, at the request of the School be certified in writing by an authorised officer supervising it.
6. Without prejudice to Clause 5 above, in respect of personal data, the Recipient undertakes that it will comply with its retention limitation obligation under the PDPA which requires it to cease to retain documents (physical and/or electronic) containing personal data as soon as it is reasonable to assume that the purpose(s) for which that personal data was/were collected is no longer served by retention of the personal data, and retention is no longer necessary for legal or business purposes. In this regard, the purposes for which personal data is retained by the Recipient on behalf of the School is deemed to be no longer served: (i) on demand by the School to cease retention; and/or (ii) as soon as the School ceases its relationship with the Recipient.

Intellectual Property

7. All intellectual property rights in the Information shall remain the sole property of the School at all times. To avoid doubt, and without prejudice to the generality of the foregoing, the Recipient acknowledges in its own capacity and on behalf of its Authorised Recipients that no right, title or interest (whether in the form of intellectual property rights or otherwise) in the Information is granted to itself and/or its Authorised Recipients at any time.

Protection of Information

8. Without prejudice to any of the foregoing confidentiality undertakings, the Recipient's attention is also drawn to the need to safeguard the integrity of the data and/or records and/or information acquired and/or accessed by and/or disclosed/supplied to the Recipient in the course of its work for the School (the "**Data**").
9. The Recipient undertakes to ensure that the integrity of the Data is not compromised and/or affected and/or prejudiced and will take all necessary measures to ensure that this Undertaking and all applicable laws (including but not limited to the PDPA) is/are not breached. The Recipient shall also cause any other person who is authorised by the Recipient to have access to the Data (an "**Authorised Person**") to comply with the obligations imposed by this Undertaking and/or all applicable laws (including but not limited to the PDPA), and the Recipient shall be responsible for any breach by the Authorised Person.
10. Without prejudice to Clause 9 above, the Recipient undertakes that it will comply with its protection obligation under the PDPA which requires the Recipient to safeguard personal data in its possession or under its control from (a) unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks; and (b) the loss of any storage medium or device on which personal data is stored. The Recipient further undertakes that it shall employ appropriate administrative, physical and technical measures such as (but not limited to) up-to-date antivirus protection, encryption and the use of privacy filters to secure all storage and transmission of personal data by it, and only disclose personal data internally to Authorised Recipients on a need-to-know basis.

Personal Data Breach

11. The Recipient undertakes to comply with its personal data breach notification obligation under the PDPA which stipulates that if the Recipient has reason to believe that a personal data breach has occurred in relation to personal data that the Recipient is processing on behalf of and for the purposes of the School, then it must, without undue delay notify the School of the occurrence of the data breach in order for the School to conduct an assessment of whether the data breach is a notifiable data breach.

Pursuant to the PDPA, "**processing**" in relation to personal data means "the carrying out of any operation or set of operations in relation to the personal data" and includes (but is not limited to): (a) recording; (b) holding; (c) organisation, adaptation or alteration; (d) retrieval; (e) combination; (f) transmission; and (g) erasure or destruction of personal data.

Breach of Undertaking

12. In the event of any breach by the Recipient or Authorised Recipients of this Undertaking and/or any applicable laws (including but not limited to the PDPA), the Recipient agrees and undertakes to fully indemnify the School for any and all losses, damages or costs incurred by and/or arising out of and/or in relation to the breach. The Recipient further agrees and acknowledges that a breach of this Undertaking and/or its obligations under the PDPA may cause irreparable harm to the School of which monetary damages may not be a suitable and/or sufficient remedy. In the event of such breach, the School shall be entitled to equitable relief (including injunctive relief). To avoid doubt, any act or omission by the Recipient and/or Authorised Recipients which causes the School to be in breach of any its obligations under the PDPA shall be deemed to be a breach of this Undertaking and entitle the School to relief herein.

Illegality

13. If any provision of this Undertaking is held to be void, illegal or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and be deemed not to be included in this Undertaking without invalidating any of the remaining provisions.

Governing Law

14. This Undertaking shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. In any legal action or proceedings arising out of or in relation to this Undertaking, the School and the Recipient each irrevocably submits to the exclusive jurisdiction of the courts of Singapore.

UNDERTAKING AGREED AND ACCEPTED AS OF _____ BY:

THE RECIPIENT

Name of Corporation:

By

NAME OF AUTHORISED REPRESENTATIVE

NRIC/ Passport No : _____

Address : _____

Designation : _____

Date : _____

Company Stamp

Witnessed by

NAME of Witness : _____

NRIC/Passport No : _____

Address : _____

Designation : _____

Date : _____

CONFIDENTIALITY & DATA PROTECTION UNDERTAKING (FOR INDIVIDUALS)

Introduction

1. This undertaking (the “**Undertaking**”) relates to all information (“**Information**”), at any time and from time to time, acquired by or supplied to the recipient as named below (“**Recipient**”) by the Singapore Sports School Ltd (the “**School**”) or its Connected Persons (defined below), whether orally, in writing, electronically or in any other form, in connection with the Recipient’s employment and/or his/her dealings and interactions with the School on behalf of his/her employer, including but not limited to codes, passwords, personal data, drawings and plans.
2. In this Confidentiality Undertaking:
 - (a) “**Connected Persons**” mean the officers, employees, advisers, agents and representatives of the School; and
 - (b) Where Information relates to “**personal data**”, being data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which the Recipient has or is likely to have access, the Personal Data Protection Act 2012 (“**PDPA**”) applies in respect of that data.

Undertaking

3. With regard to the disclosure of the Information by the School, the Recipient, agrees and undertakes to the School that except with the prior written consent or instruction of the School, he/she shall:
 - (a) use the Information only for the purpose(s) for which the Information was provided;
 - (b) disclose the Information only in accordance with instructions by the School and/or his/her employer and/or as required/permitted by applicable laws (including but not limited to the PDPA);
 - (c) retain the Information in strict confidence and not disclose the Information to any person; and
 - (d) inform himself/herself of the confidential nature of the Information and the restrictions imposed by applicable laws (including but not limited to the PDPA).

Unauthorised Disclosure of Personal Data

4. In respect of personal data, and in accordance with the PDPA, the Recipient undertakes not to disclose or cause the disclosure of personal data in the possession or under the control of his/her employer, where such disclosure is not authorised by his/her employer and/or the School, and if unknown to him/her, be reckless as to whether such disclosure is authorised or not.

Unauthorised Use of Personal Data

5. In respect of personal data, and in accordance with the PDPA, the Recipient undertakes not to make use of personal data in the possession or under the control of his/her employer, where such use is not authorised by his/her employer and/or the School, and if unknown to him/her, be reckless as to whether such use is authorised or not, in order to obtain a gain for himself/herself or another person, cause harm to another individual, or cause loss to another person.

For the purposes of this provision, the following definitions shall apply:

- “gain”** : means:
- (a) a gain in property or a supply of services, whether temporary or permanent; or
 - (b) an opportunity to earn remuneration or greater remuneration or to gain a financial advantage otherwise than by way of remuneration;
- “harm”** : means, in relation to an individual:
- (a) any physical harm; or
 - (b) harassment, alarm or distress caused to the individual;
- “individual”** : means a natural person, whether living or deceased;
- “loss”** : means:
- (a) a loss in property or a supply of services, whether temporary or permanent; or

- (b) a loss of an opportunity to earn remuneration or greater remuneration or to gain a financial advantage otherwise than by way of remuneration,

but excludes, in relation to an individual, the loss of personal data about the individual;

“person” : includes any company or association or body of persons, corporate or unincorporate.

Unauthorised Re-identification of Anonymised Information

6. In respect of personal data, and in accordance with the PDPA, the Recipient undertakes not to take any action to re-identify or cause re-identification of the person to whom anonymised information in the possession or under the control of his/her employer, where such re-identification is not authorised by his/her employer and the School, and if unknown to him/her, be reckless as to whether the re-identification is authorised or not.

Retention of Information

7. The Recipient shall destroy or return to the School, on demand, any document containing any Information and any copy which may have been made, and use his/her best endeavours to expunge all Information from any computer, word processor or other device containing any Information. Any destruction of Information shall, at the request of the School be certified in writing by an authorised officer supervising it.

Intellectual Property

8. All intellectual property rights in the Information shall remain the sole property of the School at all times. To avoid doubt, and without prejudice to the generality of the foregoing, the Recipient acknowledges that no right, title or interest (whether in the form of intellectual property rights or otherwise) in the Information is granted to him/her at any time.

Protection of Information

9. Without prejudice to the foregoing confidentiality undertakings, the Recipient's attention is also drawn to the need to safeguard the integrity of the data and/or records and/or information acquired and/or accessed by and/or disclosed/supplied to the Recipient in the course of his/her work for the School (the "**Data**").
10. The Recipient undertakes to ensure that the integrity of the Data is not compromised and/or affected and/or prejudiced and will take all necessary measures to ensure that this Undertaking and all applicable laws (including but not limited to the PDPA) are not breached.

Breach of Undertaking

11. In the event of any breach by the Recipient of this Undertaking and/or any applicable laws (including but not limited to the PDPA), the Recipient agrees and undertakes to fully indemnify the School for any and all losses, damages or costs incurred by and/or arising out of and/or in relation to the breach to the maximum extent permitted by law. The Recipient further agrees and acknowledges that a breach of this Undertaking may cause irreparable harm to the School of which monetary damages may not be a suitable and/or sufficient remedy. In the event of such breach, the School shall be entitled to equitable relief (including injunctive relief).

Illegality

12. If any provision of this Undertaking is held to be void, illegal or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and be deemed not to be included in this Undertaking without invalidating any of the remaining provisions.

Governing Law

13. This Undertaking shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. In any legal action or proceedings arising out of or in relation to this Undertaking, the School and the Recipient each irrevocably submits to the exclusive jurisdiction of the courts of Singapore.

UNDERTAKING AGREED AND ACCEPTED AS OF _____ BY:

THE RECIPIENT

NAME :
NRIC/ Passport No :
Address :
Designation :
Date :

Witnessed by

NAME of Witness :
NRIC/Passport No :
Address :
Designation :
Date :