



UNIVERSITY OF THE PHILIPPINES
Quezon City

OFFICE OF THE PRESIDENT

18 May 2020

MEMORANDUM NO. TJH 2020-21

TO : All Vice Presidents
Secretary of the University
All Chancellors
PGH Director

SUBJECT : **DATA PRIVACY COMPLIANCE PROVISIONS FOR
CONTRACTS OR AGREEMENTS
BETWEEN UP AND PERSONAL INFORMATION
PROCESSORS (PIPS)**

University offices that process e.g. collect, use, store, dispose or perform any other operation upon personal information through or involving the services of a personal information processor (PIP), a natural or juridical person to whom the processing of personal information is outsourced must see to it that UP's contract or agreement with such PIP contain provisions for compliance with the Philippine Data Privacy Act as indicated in Annex A. Examples of PIPs include but are not limited to the following: parties that provide payment gateways, cloud computing services, security services in case these handle for instance the personal information of visitors or guests contained in log books, process CCTV information and the like. In the event an existing contract or agreement does not include such provisions the UP office concerned must require the PIP to sign the attached addendum (Annex A).

For your immediate compliance.


TEODORO J. HERBOSA, MD
Executive Vice President

Cc: DPO, UP System
Attachment: Annex A

ADDENDUM

(to the MEMORANDUM OF AGREEMENT dated _____)

This Addendum (to the Memorandum of Agreement dated _____ ("Addendum") executed this ___ day of _____, at _____, between:

The **UNIVERSITY OF THE PHILIPPINES**, the national university, a public and secular institution of higher learning, created by virtue of Act No. 1870, as amended and strengthened by Republic Act No. 9500, with official address at the 2nd Floor, North Wing, Quezon Hall, UP Diliman, Quezon City, represented herein by its _____, _____, and hereinafter referred to as "**UP**";

and

The **THIRD PARTY SERVICE PROVIDER NAME (TPSP)** etc

WHEREAS, the Parties entered into a Memorandum of Agreement (the "MOA"), a copy of which is attached to this Addendum for reference.

WHEREAS, among the services to be performed by the TPSP pursuant to the MOA is or (indicate what is applicable) involves the processing of the personal and sensitive personal information of UP's students, employees, alumni, guests and other parties who have contracts or dealings with UP (indicate what is applicable) as defined under the Data Privacy Act of 2012 (personal and sensitive personal information is hereinafter referred to in this Addendum as personal data) at the instruction of UP such that the TPSP is a personal information processor of the University under the said Data Privacy Act of 2012 (DPA);

WHEREAS the DPA requires UP and TPSP to agree to contractual and other reasonable measures to see to it that both parties comply with the applicable provisions of the DPA, its IRR and the issuances of the National Privacy Commission (NPC);

NOW, THEREFORE, for and in consideration of the above premises and of the covenants hereinafter stipulated, the Parties have agreed as follows:

1. TPSP and its duly authorized personnel shall process the personal data only upon the documented instructions of UP or as required by law (NOTE add succeeding phrase only if applicable -- including transfers of personal data to another country or an international organization, unless such transfer is authorized by law).

2. Data privacy training shall be provided by TPSP to its personnel who are authorized to process the personal data to enable the latter to process personal data pursuant to the documented instructions of UP, the DPA and other applicable laws.
3. TPSP shall see to it that its personnel will execute the proper confidentiality or non disclosure agreements or undertakings which should include a provision that their obligation to keep the information confidential shall continue even after they cease to be personnel of TPSP if the personal data that are processed are not intended for public disclosure.
4. Reasonable and appropriate physical, organizational and technical security measures shall be implemented by TPSP in order to comply with the DPA, its IRR, and other issuances of the NPC.
5. TPSP shall not engage another processor without prior instruction from UP; *provided*, that any such arrangement shall ensure that the same obligations for data protection under the MOA are implemented, taking into account the nature of the processing; and *provided further*, should TPSP be allowed by UP to engage another processor, the liability of TPSP is maintained in full.
6. TPSP shall immediately inform UP upon knowledge of, or reasonable belief that, a security incident or personal data breach involving personal data being processed under the MOA has occurred, and shall provide all available information regarding such incident or breach to UP, as well as assistance needed by UP in order for the latter to provide notice to the NPC and data subjects, within the period required by the DPA and NPC issuances, in case the same is a reportable breach.
7. Assistance to UP in complying with the DPA, its IRR and NPC issuances shall be provided by TPSP by appropriate physical, technical and organizational measures, taking into account the nature of the processing of personal data and the information available to the TPSP and, where applicable and to the extent possible, fulfill the obligation to respond to requests by data subjects relative to the exercise of their rights.
8. At the choice of UP, TPSP shall delete or return all personal data to UP after the end of the provision of services relating to the processing; *provided*, that this includes deleting existing copies, unless storage is authorized by the DPA or another law.
9. TPSP shall make available to UP all information necessary to demonstrate compliance with the obligations laid down in the DPA, and allow for and contribute to audits, including inspections, conducted by UP or another auditor mandated by the latter; and immediately inform UP if, in its opinion, an instruction infringes the DPA and its IRR, or any other issuance of the NPC.
10. All other terms and conditions of the MOA that are not inconsistent with the above provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto set their hands this ____ day of