

Pharmacy owner details		
Owner name and surname		ID number
Pharmacy details		
Name of pharmacy		BHF billing pharmacy number
Dispensary email address:		Dispensary cell phone number
<p>The Pharmacy further agrees to the following with regards to Personal Information:</p> <p>1. For purposes of this section the following definitions will apply -</p> <p>1.1 “Data Protection Legislation” means applicable data protection or data privacy laws, including POPI, in force in the Republic of South Africa from time to time;”</p> <p>1.2 “Disclosing Party” means a Party who discloses Confidential Information or Personal Information to a Receiving Party, or on whose behalf Confidential Information or Personal Information has been collected by the Receiving Party, pursuant to this Agreement;”</p> <p>1.3 “Operator” has the meaning ascribed thereto in POPI;”</p> <p>1.4 “Personal Information” has the meaning ascribed thereto in POPI and is being or may be processed by the Receiving Party pursuant to this Agreement;”</p> <p>1.5 “POPI” means the Protection of Personal Information Act No 4 of 2013 and any regulations passed thereunder, as may be amended from time to time;”</p> <p>1.6 “Processing” has the meaning ascribed thereto in POPI and derivatives thereof will have cognate meanings;”</p> <p>1.7 “Receiving Party” means a Party who receives Confidential Information from the Disclosing Party or a Party who receives Personal Information from the Disclosing Party, or on whose behalf it collects Personal Information, pursuant to this Agreement and such receipt of Personal Information renders that Party an Operator;”</p> <p>1.8 “Representative” means an officer, director or employee of the Receiving Party;”</p> <p>1.9 “Third Party Operator” means a third party who is an Operator of the Receiving Party.”</p> <p>2. USE AND PROTECTION OF PERSONAL INFORMATION</p> <p>2.1. “To the extent that the Receiving Party processes Personal Information, it warrants that:</p> <p>2.1.1. it shall process such Personal Information only on the written instruction of the Disclosing Party, in accordance with this Agreement or as required by Data Protection Legislation and as necessary to perform its obligations under this Agreement and for no other purpose;</p> <p>2.1.2. it shall not create or maintain data which is derived from such Personal Information, except for the purpose of performing its obligations under this Agreement and as authorised by the Disclosing Party in writing;</p> <p>2.1.3. it shall, at any and all times during which it is Processing such Personal Information:</p> <p>2.1.3.1. comply with Data Protection Legislation, and not, by act or omission, place the Disclosing Party in violation of any applicable Data Protection Legislation;</p> <p>2.1.3.2. implement and maintain appropriate and reasonable technical and organisational security measures to protect the security of such Personal Information, including security measures applicable to the storage and transmission of such Personal Information, and to prevent a data security breach, including, without limitation, a breach resulting from or arising out of the Receiving Party’s internal use, Processing or other transmission of such Personal Information, whether between or among the Receiving Party’s Representatives or any Third Party Operator;</p> <p>2.1.3.3. assign an employee who will be responsible for implementing and maintaining the technical and organisational security measures required in terms of this Agreement and, upon the Disclosing Party’s request, provide evidence that it has established and maintains such technical and organisational security measures governing the Processing of such Personal Information;</p> <p>2.1.3.4. safely secure all such Personal Information when processing such Personal Information on a laptop or other portable device (including memory sticks, USB flash drives, or other storage medium devices);</p> <p>2.1.4. it shall notify the Disclosing Party without undue delay and no later than 1 (one) day from the date of obtaining knowledge of any data security breach in respect of such Personal Information and, at the Receiving Party’s cost and expense, assist and cooperate with the Disclosing Party concerning any disclosures to affected parties and other remedial measures as requested by the Disclosing Party or required under applicable law;</p> <p>2.1.5. it shall not permit any Representative or Third Party Operator to process such Personal Information, unless such Processing is in compliance with this Agreement and is necessary in order to carry out the Receiving Party’s obligations under this Agreement;</p> <p>2.1.6. it shall not disclose such Personal Information to any third party (including, without limitation, its affiliates and subsidiaries and Third Party Operators) unless -</p> <p>2.1.6.1. the disclosure is necessary in order to carry out the Receiving Party’s obligations under this Agreement;</p> <p>2.1.6.2. such third party is bound by the same provisions and obligations as those set out in this Agreement;</p> <p>2.1.6.3. the Receiving Party has received the Disclosing Party’s prior written consent; and</p> <p>2.1.6.4. the Receiving Party remains responsible for any breach by such third party of the obligations set out in this Agreement to the same extent as if the Receiving Party caused such breach;</p> <p>2.1.7. it shall establish policies and procedures to provide all reasonable and prompt assistance to the Disclosing Party in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of any such Personal Information;</p> <p>2.1.8. it shall immediately cease processing any Personal Information and shall return, delete, or destroy (at the Disclosing Party’s election), or cause or arrange for the return, deletion, or destruction of, all such Personal Information, including all originals and copies of such Personal Information in any medium and any materials derived from or incorporating such Personal Information, upon the expiration or earlier termination of this Agreement or otherwise on the instruction of the Disclosing Party, but in no event later than 10 (ten) days from the date of such expiration, earlier termination or instruction, unless prescribed by law or otherwise agreed;</p> <p>2.1.9. it and all of its Representatives shall adhere to the requirements and security safeguards set out in POPI;</p> <p>2.1.10. it shall designate adequate resources to assist with the compliance and implementation of the obligations imposed on the Parties in terms of POPI and will implement the necessary controls to ensure appropriate data protection and governance of such Personal Information. The Receiving Party will provide the Disclosing Party, on its request, with evidence of the implementation of such controls;</p> <p>2.1.11. it shall conduct periodical internal and external reviews to measure the adequacy of the implemented controls on infrastructure and platforms that are used to process such Personal Information;</p> <p>2.1.12. it shall not use such Personal Information for any purpose that is inconsistent with POPI on or before the time of collection of that Personal Information; and</p> <p>2.1.13. it shall employ prudent and effective business continuity and disaster recovery facilities and procedures for the purposes of protecting all such Personal Information.</p> <p>2.2. The Disclosing Party may, with 7 (seven) days’ prior written notice to the Receiving Party, carry out periodic performance reviews and may monitor, audit and inspect the Receiving Party’s performance under and compliance with this Agreement and Data Protection Legislation by means of annual due diligence reviews and/or by appointing independent auditors to conduct an audit and/or quality assurance inspection as it may from time to time require into any aspect of this Agreement.</p> <p>2.3. The Receiving Party shall provide the Disclosing Party with its full co-operation to fully enable the Disclosing Party to review, monitor, audit and inspect the Receiving Party’s performance under and compliance with this clause and Data Protection Legislation.</p> <p>2.4. On notification of an adverse finding following a review, audit or inspection, the Receiving Party shall provide the Disclosing Party with written feedback on the finding within 48 (forty eight) hours.”</p>		
Effective date:	Date signed:	Your signature:
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