**CENTRAL PROVIDENT FUND BOARD, SINGAPORE**

**UNDERTAKING TO SAFEGUARD OFFICIAL AND CONFIDENTIAL INFORMATION**

To: Chief Executive Officer

 Central Provident Fund Board

 238B Thomson Road

 #08-00 Tower B Novena Square

 Singapore 307685

Dear Sir

**LETTER OF UNDERTAKING (the “Undertaking”)**

In consideration of the Central Provident Fund Board (the “Board”) disclosing Confidential Information to us for the purpose of financial counseling and the submission of Medisave and/or MediShield Life claims authorised by Central Provident Fund members’ (“CPF members”) (the “Purpose”),

we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*name of company and company registration no.)* at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*address of company*) **or**

we, (*Partner 1’s Name and Partner 1’s NRIC/Passport No*.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (*Partner 2’s Name and Partner 2’s NRIC/Passport No*. ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and (*Partner 3’s Name and Partner 3’s NRIC/Passport No.* ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*,* of *(Name of Partnership*)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*

hereby agree as follows:

*\*delete where not applicable*

1. For the purposes of this Undertaking, “Confidential Information” means any information and/or data relating to CPF members’ Medisave Account Balances and/or MediShield Life coverage information, or such other information as the Board may, from time to time, determine to be necessary for the Purpose and which is disclosed or provided to, or obtained or acquired by us from the Board in connection with the Purpose.

2. We shall: -

(a) obtain the CPF members’ express written consent to the Board disclosing their Confidential information to us before accessing the respective CPF members’ Confidential Information from any system link-up by which the Board may disclose the Confidential Information to us (“MBE System”); and

(b) retain the documents containing such written consent for a period of seven years from the date they are made and submit them to the Board upon the Board’s request.

3. We shall:-

* + 1. treat all Confidential Information as confidential and safeguard it accordingly; and

* + 1. not disclose any Confidential Information and the source of such Confidential Information to any other person without the prior written consent of the Board and the CPF member, except to such persons and to such extent as may be necessary for the Purpose or except where disclosure is otherwise expressly permitted by this Undertaking.

4. We shall take all necessary measures and precautions to:

 (a) ensure that the Confidential Information is given to, or accessed by, only such of our staff, (“Authorised Representatives”) engaged to work for us in connection with and only to the extent necessary for the Purpose;

* + 1. ensure that the Confidential Information is treated as confidential and not disclosed or published (without the Board’s written approval) or used by us or any of our Authorised Representatives otherwise than for the Purpose;
		2. ensure that our Authorised Representatives who use or retain or otherwise have access to the Board’s Confidential Information:

are aware of and comply with the confidentiality or non-disclosure obligations contained in this Clause and any other requirements as the Board may inform us from time to time in the course of our work; and

sign a confidentiality undertaking before accessing the MBE System in connection with the Purpose where it is considered necessary in the opinion of the Board; and

* + 1. protect the security and confidentiality of the Confidential Information in our premises and ensure that our Authorised Representatives observe the same obligations with regards to the Confidential Information in their possession.

We shall:

1. bear the risk of any loss, damage to or theft of the Confidential Information upon receipt of the Confidential Information;
2. indemnify the Board against any losses, damages, costs and expenses which the Board may sustain or incur as a result of any breach or neglect of this Undertaking by us or our Authorised Representatives;

(c) not hold the Board responsible or liable in any way for any losses, damages, costs and expenses whatsoever which we may incur or suffer arising from our reliance and/or usage of the Confidential Information so disclosed or provided by the Board and/or obtained or acquired by us;

(d) comply with the Singapore Personal Data Protection Act (No. 26 of 2012) or any applicable data protection or privacy laws; and

(e) ensure that the Confidential Information is not transferred to a country or territory outside Singapore, whether by us or our Authorised Representatives, without the Board’s prior written approval.

We agree that this Undertaking shall not apply to any Confidential Information received by us which:

1. is or becomes public knowledge (otherwise than by breach of this Undertaking);
2. was in the possession of the receiving party without restriction as to its disclosure, before receiving it from the disclosing party;
3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
4. is independently developed without access to the Confidential Information; or
5. must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure.

7. The provisions under this Undertaking are without prejudice to the application of the Official Secrets Act (Chapter 213, Revised Edition 2012) to any Confidential Information.

8. Where we are no longer carrying out the Purpose or when the Confidential Information is no longer required for the Purpose or upon request by the Board (whichever is earlier), we:

 (a) shall not maintain, keep any copies of or otherwise store any Confidential Information of the Board within any computer system maintained or controlled by us whether within or outside Singapore;

 (b) shall, at our own cost, within one month, securely destroy (such that they are no longer retrievable), all Confidential Information of the Board and all copies of it in our possession, or in the possession of our Authorised Representatives; and

(c) shall not use, incorporate and/or otherwise exploit any Confidential Information of the Board in any manner whatsoever.

9. We, including our Authorised Representatives, shall not publish or release, nor shall we allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material acquired in the course of carrying out the Purpose or pertaining to any part or whole of this Undertaking and the Purpose in any media to any third party without the prior written consent for the release or publication of such Confidential Information as granted by the Board.

We shall co-operate with the Board and/or its appointed auditor on audits relating to access to the MBE System by us and our Authorised Representatives and allow the Board's staff or its appointed agent(s) and/or sub-contractor(s) to inspect all such documents pertaining to such access to the MBE System by us and our Authorised Representatives.

11. We agree that this Undertaking shall continue to have full force and effect notwithstanding that we are no longer carrying out the Purpose or that the Confidential Information is no longer required for the Purpose.

12. If we fail to comply with these confidentiality provisions, the Board reserves the right to withdraw its consent to disclose the Confidential Information to us and MOH reserves the right to terminate access to the MBE System.

**SIGNED** for and on behalf of (name and address of organisation/firm)#

|  |  |  |
| --- | --- | --- |
| Signature of Authorised Signatory | : |  |
| Name *(in block letters)* of Authorised Signatory | : |  |
| Designation of Authorised Signatory | : |  |
| NRIC/Passport No. of Authorised Signatory | : |  |
| Date | : |  |

In the presence of

|  |  |  |
| --- | --- | --- |
| Signature of witness: | : |  |
| Name *(in block letters)* of witness | : |  |
| Designation of witness | : |  |
| NRIC/Passport No. of witness | : |  |
| Date | : |  |

#Pls endorse this LUT in accordance with your company’s M&AA/Constitution/partnership’s Partnership Documents