



To whom it may concern:

**Re: Addendum Letter to facilitate Compliance with Data Protection laws**

This Addendum Letter refers to the [insert name of Agreement] (the “Agreement”) as between you (“Contractor”) and Jamaica Public Service Company Limited (“JPS”).

The Data Protection Act, 2020 (“DPA”) was passed in Jamaica on June 12, 2020 and will take full effect in December 2023, which is a culmination of a two-year transitional period which began in December 2021. As such, JPS and other Data Controllers under the DPA, have certain prescribed obligations with respect to the personal data of customers, employees and other relevant stakeholders (“Data Subjects”).

In compliance with our legal obligations under the DPA, we are introducing the terms outlined in the Schedule below to the Agreement to protect the personal data of our Data Subjects processed under such Agreement. Please also be reminded of the Parties continuing obligation under the Agreement to comply with all laws and regulations.

This Addendum Letter is therefore to confirm the mutual understanding of the Parties who herein represent and warrant to each other that each has the respective full power and authority to confirm this addendum and to perform all of the obligations hereunder. Further, that this Addendum Letter has been duly authorized by and constitutes each Party’s legal, valid and binding obligations, enforceable against them in accordance with the terms hereof. The Schedule is to be read in conjunction with the captioned Agreement and forms one binding document.

Additionally, the representatives executing this Addendum Letter for and on behalf of the Parties have been properly authorized to do so.

To formally record your agreement to this Addendum, please sign below and return one original of this letter to us by [insert date]. If we do not hear from you within the aforementioned time to facilitate modification by mutual agreement, your agreement to the terms hereof will be assumed and we will modify the Agreement to the extent of the Schedule.

[signature page follows]

**DIRECTORS:**

**DAMIAN OBIGLIO (CHAIRMAN)**

**NADANI CHUNG**

**MINNA ISRAEL**

**HON. CHARLES JOHNSTON, C.D.**

**MOHAMED MAJEED**

**DENNIS MORGAN**

**HA KYOUNG SONG**

**HON. DANVILLE WALKER, O.J., J.P.**

**HYUNG CHAE YANG**

**JAMAICA PUBLIC SERVICE  
COMPANY LIMITED**

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Yours Faithfully

JAMAICA PUBLIC SERVICE COMPANY LIMITED

[name of representative]

[title of representative]

Agreed and accepted by:

[insert name and title of Authorized Representative]

On behalf of Contractor

Date:

**DIRECTORS:**

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## SCHEDULE

### 1. DATA PROTECTION

i. The Contractor shall abide by the Data Protection laws of Jamaica and attendant regulations. For the avoidance of doubt, "Personal Data" means information (however stored) relating to a living individual, who can be identified from that information (alone or jointly with other information). The term includes personal identifiable information collected, processed, and/or transferred in any format, including but not limited to hard copy, electronic, video recording and audio recording. "Data Subject" means any individual who is or can be identified from data. For the purposes of the Agreement, Data Subject includes JPS' employees, agents, representatives, directors, consultants, contractors and customers whose personal data JPS has in possession and control.

ii. The Contractor shall comply with all applicable laws relating to data privacy, the protection and transfer of Personal Data, including, without limitation, the Charter of Fundamental Rights and Freedoms (Constitutional Amendment) Act, 2011, the Data Protection Act, 2020 ("DPA") and any other applicable law or subsidiary regulation thereunder.

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iii. The Contractor shall only collect, access, use or otherwise process the Personal Data in performance of its obligations under this Agreement, in conformance with applicable law, JPS' instructions or permission or to comply with legal obligations. It shall also ensure the reliability and confidentiality of its agents, employees, representatives and sub-contractors/sub-processors who have access to the Personal Data and ensure that such access is restricted on a need-to-know basis. The Contractor is prohibited from making any secondary or other use (e.g., for the purpose of direct marketing or data mining) of Personal Data except as (i) expressly authorized in writing by the Data Subject, (ii) expressly authorized in writing by JPS, or (iii) as required by and in accordance with law.

iv. The Contractor shall limit the disclosure of the Personal Data of Data Subjects to those purposes that relate to this Agreement and is prohibited from disclosing, sharing with, providing access or transferring the Personal Data to any third party (natural or juristic, within or outside of Jamaica) unless with the prior written consent of JPS or required by applicable law.

v. The Contractor shall adopt adequate (taking into account the nature of the Personal Data) technical and organizational measures reasonably necessary to secure the Personal Data of Data Subjects and to prevent

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unauthorized access, alteration, disclosure or loss of the same, including technical, organization and other measures required by the DPA for the security of the Personal Data. The Contractor shall provide such information, assistance and cooperation as JPS may reasonably require from time to time to establish the Contractor's compliance with the DPA, including but not limited to a report of the Contractor's up-to-date data protection and security policy or programme in respect of the Personal Data obtained under the Agreement.

- vi. The Contractor shall immediately advise JPS in writing if it receives or learns of any: (i) complaint or allegation indicating a violation of data privacy laws regarding the Personal Data; (ii) request from one or more Data Subjects seeking to access, correct/rectify, or delete the Personal Data in its systems; (iii) inquiry or complaint from one or more Data Subjects relating to the collection, processing, use or transfer of the Personal Data; and (iv) any regulatory request for, subpoena, search warrant, or other legal, regulatory, administrative, or governmental process seeking the Personal Data of the Data Subjects. If the Contractor learns of any such complaint, request, allegation or inquiry, the Contractor shall, at its cost, provide reasonable assistance to JPS, fully cooperate with JPS in investigating and resolving the matter, including but not limited to, providing relevant information to JPS, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings. The Contractor agrees to assist JPS with providing for Data Subject rights, however JPS shall be responsible for communicating with Data Subjects, including those affected, regarding their Personal Data unless JPS authorizes [insert party name] to do so on its behalf. The Contractor shall use commercially and legally reasonable efforts to limit the nature and scope of the required disclosure to the minimum amount of Personal Data required to comply with applicable law. Unless prevented by applicable law, the Contractor shall provide JPS with advance written notice of any such matters sufficient to allow JPS to contest or comply with legal, regulatory, administrative or other governmental requests and/or processes.

- vii. When known or reasonably suspected by the Contractor while providing the goods or performing the Services under the Agreement, Contractor will inform JPS promptly and, in no instance in more than forty-eight (48) hours if there is: (i) accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure of or access to the Personal Data; or (ii) any other infringement of the DPA and applicable privacy laws or obligations under the Agreement by Contractor or its employees, agents, contractors; sub-contractors/sub-processors, representatives or other third party with whom [insert party name] disclosed the Personal Data. The Parties are aware that the DPA

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and/or other applicable privacy laws may impose a duty to inform the competent authorities and/or affected Data Subjects in the event of the loss or unlawful access to or disclosure of the Personal Data. The Contractor shall notify JPS of these incidents without delay, regardless of their origin and shall consult with JPS to take reasonable measures to contain and remedy the breach or infringement, including, where appropriate, measures to secure the Personal Data and work in good faith to reduce the risk to the Data Subjects whose Personal Data was involved. The Contractor must also provide JPS with information regarding the investigation and remediation of the breach or infringement and not make any notification, announcement or publish or otherwise authorize any broadcast of any notice or information about a breach or infringement without the prior written approval by JPS of the content, media and timing of such notice (if any), unless required to do so by law or court order; and even where required to do so by law or court order, make all reasonable efforts to coordinate with JPS prior to providing any such notice.

viii. The Contractor shall cooperate with JPS to obtain the prior written consent of any and all Data Subjects from whom the Contractor collects Personal Data on JPS' behalf where such consent is required under the DPA and other applicable law or as instructed by JPS. In the event the Contractor shall provide to JPS any personal information, the Contractor shall ensure that such information is provided consistent with applicable law, including, where required, obtaining the relevant consent or providing notice.

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ix. The Contractor shall return or destroy (at JPS' direction and option) the Personal Data, unless and to the extent that: (i) such Personal Data is required by the Contractor to discharge its obligations hereunder or under applicable law; or (ii) return or destruction is prohibited by applicable law. In the absence of contrary instructions and except as prohibited by law, the Contractor shall, upon the expiration of thirty (30) days after termination or completion of this Agreement, destroy in accordance with applicable law and best practice, all Personal Data of the Data Subjects provided that within the thirty (30) days, JPS did not request that the Personal Data be returned. The Contractor shall provide JPS with written confirmation of such destruction within ten (10) days of destruction. If JPS however requests the return of Personal Data, the Contractor promptly deliver to JPS, at the Contractor's expense, all copies of the Personal Data in the Contractor's possession.

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x. Upon at least thirty (30) days prior written notice and subject to the obligations herein, JPS reserves the right to inspect, at any time during the Contractor's normal working hours, the Contractor's operating facilities or conduct an audit of the Contractor's security systems,



manufacturing processes, quality processes and other systems controls used for processing Personal Data of the Data Subjects to ascertain compliance with these terms and applicable data protection laws at JPS' expense (although JPS shall in no way be responsible for any expenses or costs incurred by the Contractor's commercially reasonable support in assisting JPS with the audit or allowing JPS to inspect its facilities). To the extent applicable to the Contractor's obligations under this Agreement, the audit may include, but is not limited to, the verification of whether the procedures for the technical and organizational requirements of data protection and information security are appropriate in accordance with applicable law or similar obligations agreed by the Parties. The Contractor shall comply and provide JPS with any reasonably necessary information and documents during such audit.

xi. The Contractor shall fully indemnify and keep indemnified and defend at its expense, JPS, against all costs, claims, damages or expenses incurred by JPS or for which JPS may become liable due to any breach of this Agreement by the Contractor's or its employees, agents, contractors, sub-contractors/sub-processors and/or representatives. JPS shall be in no way liable for any damages (including indirect or consequential) of the Contractor, such as (but not limited to) loss of revenue, loss of profit, loss of opportunity, loss of goodwill and third party claims arising from the Contractor's non-compliance with the terms of this Agreement.

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xii. In the event of a conflict or inconsistency between this Data Privacy and Protection section and any other portion of the Agreement, this section shall govern and control; provided that the terms of this section are without limitation to, and are not intended to supersede or limit, any other terms that are more protective of Personal Data, privacy, or cybersecurity.

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xiii. In this Addendum the Contractor shall mean **[insert Contractor name]**.

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