

## Schedule 2

### Forms of Undertaking

#### (a) To be signed by Selected Members

#### Confidentiality Undertaking

This DEED OF UNDERTAKING (“**this Deed**”) is made 26th day of September 2023 in favour of the Hospital Authority, a statutory body established under the Hospital Authority Ordinance (Chapter 113 of the laws of Hong Kong) (“**HA**”)

BY \_\_\_\_\_ (*Organization who is authorised to access the self-service data platform (“**Self-service Data Platform**”) of the Hospital Authority Data Collaboration Laboratory (“**HADCL**”) (the “**Confidee**”).*

1. Through the Data Collaboration Laboratory Usage Agreement between the HA and the Hong Kong Science and Technology Parks Corporation (“**HKSTP**”) dated 26<sup>th</sup> September 2023 (“**Agreement**”), HKSTP has the right to provide remote access to the Confidee and thereby the Confidee shall have access to the Confidential Information (as defined below) of the HA through the Self-service Data Platform via remote access at the Premises.
2. The Confidee hereby undertakes and covenants with the HA, in respect of or for the purposes of the Agreement, as follows:
  - (a) Defined terms used in the Agreement shall apply to this Deed, unless otherwise stated herein.
  - (b) All HA Data is Confidential Information and shall be kept confidential at all times under this Deed. The Confidee shall assist HKSTP or comply with HKSTP’s instruction to permanently destruct, delete, or remove all tangible expressions of the HA Data in its possession (whether in its computer system or other records), with the completion and submission of a declaration of data destruction (in the manner required by HKSTP) to HKSTP within such time period specified by HKSTP, upon the HA’s request for data destruction to HKSTP;
  - (c) The HA Data belongs to the HA and is made available to the Confidee solely for the purposes of (i) hypothesis formation, (ii) drafting research proposal, (iii) conducting analysis and/or (iv) producing research result, including data, discoveries, developments (including any algorithms, models, formulae or configurations), inventions (whether patentable or not), improvements, methods

of use or delivery, tools, know-how and/or trade secrets; the Confidee shall not put the HA Data, the derived findings including the Analysis, or the Output to Commercial Use.

- (d) The Confidee agrees to comply with the terms and conditions for remote access and provide the HA and/or HKSTP with personal data and information of its Authorised Persons necessary for ascertaining, identifying and verifying their identities so as to be granted access to the Self-service Data Platform at the Premises during the Authorised Period as specified in the List of Authorised Persons and/or as HKSTP may approve in writing from time to time. Prior to such access, the Confidee shall have provided HKSTP with all up-to-date Information of Authorised Persons which shall be notified by HKSTP to the HA and such identification documents or proof of identity of its Authorised Persons to the HA and/or HKSTP as may be reasonably requested by the HA and/or HKSTP for verification purposes and agreed to be bound by the obligations of confidentiality that restricts itself from, inter alia, revealing any usernames, passwords, or other account details to any third party, or providing or facilitating access (via the Confidee' access) to the Premises;
- (e) During the period commencing on the first day of the Authorised Period of its Authorised Person and ending three months (or longer if specified by the HA or HKSTP in writing) after the last date of the Authorised period, if such Authorised Person is no longer eligible for access to the HA Data, regardless of whether due to the termination of his/her appointment or change of his/her duties in the Confidee and/or its affiliates or otherwise, the Confidee shall immediately update and notify HKSTP of the Information of Authorised Persons;
- (f) The Confidee shall conduct all Analysis in the Premises and shall take all practicable steps to prevent leakage of any HA Data (including any individual records) and Confidential Information from the Premises to any other parties. No HA Data, Confidential Information, or other records shall be downloaded, printed, copied, photographed, recorded, transferred, removed, or otherwise taken away from the Premises by the Confidee by any means without prior written authorization by the HA. Any HA Data, Confidential Information or other records provided with the written authorization by the HA shall be kept in safe and secure custody by the Confidee to protect it against unauthorised or accidental access, processing, erasure, loss or use. The Confidee shall be prohibited from taking any device which has the functions of reproduction of the HA Data in any way, including computers cameras and mobile phones, except the mobile phone registered with HKSTP and the HA for receiving the log-in passwords for the remote access which the Confidee undertakes to use solely for the purpose of receiving such passwords, into the Premises and HKSTP may inspect the belongings of any Authorised Person before allowing access to the Premises, if necessary;
- (g) The Confidee shall not remove, bypass, circumvent, neutralise or modify any technological protection measures of the Self-service Data Platform and the Premises;
- (h) The Confidee shall comply with all laws, rules and regulations applicable to his/her use of the Self-service Data Platform and/or HA Data. The HA reserves the right to temporarily or permanently withdraw, suspend or terminate access by the Confidee to the Self-service Data Platform via the Premises for any suspected or actual non-compliance or breach;

- (i) The Confidee shall comply with the terms and conditions of use of the HA Data as set out in this Deed, including this Clause 2 and the terms and conditions for remote access. The HA reserves the right to temporarily or permanently withdraw, suspend or terminate access by the Confidee to the Self-service Data Platform for any such non-compliance;
- (j) The Confidee shall refrain from identifying any subjects, households or organizations in the HA Data and shall not combine, cross-match or link up, or attempt to combine, cross-match or link up information on any individual patient or person in the HA Data with any patient's or person's personal or clinical information held by, or made known to, HKSTP, the Confidee and/or the Authorised Persons, or which is collected or made available to the Confidee for projects/purposes and/or the Authorised Persons other than those set out in Clause 2(c) hereof, unless a patient's or person's prior written consent to such data matching or linking has been sought;
- (k) The Confidee shall not contact or attempt to contact any individual person listed on the HA Data, or any other third parties associated with that person;
- (l) The Confidee shall not transmit, disclose or release the HA Data, in whole or in part, and in whatever form or media to any third party without the prior written approval of the HA;
- (m) The Confidee shall not use or attempt to use the remote access for any illegal, illicit, or illegitimate purpose, including but not limited to creating or distributing computer viruses, unsolicited emails, spyware or adware, discovering or defeating security protection methods or measures, using third party intellectual property without proper license, or attempting to discover information about the HA or other users of the remote access.
- (n) If the Confidee becomes aware of any non-compliance with this Deed, the Agreement, the HA Requirements, any confidentiality obligations of any Authorised Persons or any unauthorised access, processing or disclosure of HA Data, the Confidee shall forthwith inform HKSTP and co-operate with HKSTP and the HA in investigating and/or remedying the same;
- (o) It is the intention of the parties to the Agreement that all information shared under the Agreement between them regarding patients from whom data are collected will be de-identified. In no event shall any party to the Agreement provide any direct patient identifying information to the other party or the Confidee, unless explicitly allowed by the informed consent document, or other authorization signed by the patient;
- (p) The Confidee shall acknowledge the HA in any publications in which data or analyses from the HA Data are quoted or presented;
- (q) If the Confidee publishes the results generated from use of the HA Data, The Confidee shall not disclose or make any reference to the identity of any patient or person in the HA Data in any Publication, and shall ensure that no Publication shall contain any specified Confidential Information (except for relevant HA Data) or any information that can identify any individual, household or organization and if the Confidee determines that a draft Publication contains or may contain patentable subject matter, it may at its own discretion consider whether to draft and file a patent application directed to such patentable subject

matter before any presentation, publication or other disclosure of results generated from the HA Data;

- (r) The Confidee acknowledges that HA Data are collected for the HA's internal use only and that the quality of the HA Data may not meet the standard for scientific research. The HA Data is provided by the HA without any liability or warranty as to quality, accuracy, timeliness, non-infringement or fitness for a particular purpose. To the extent permitted by law, the HA does not guarantee and excludes any and all liability for any claim, action, proceeding, payment, loss or damages suffered by the Confidee and its Authorised Persons that may arise as a result of or in connection with the provision of the remote access by HKSTP and the access to the HA Data by the Confidee and/or its Authorised Persons; and
- (s) The HA reserves the right to monitor, record and audit the use by the Confidee of
  - (i) the HA Data in the Self-service Data Platform; and
  - (ii) the Premises and upon giving a reasonable notice in writing and within normal business hours, the HA shall have the right to carry out compliance and security audits of or at HKSTP in order to satisfy itself that HKSTP, the Relevant Selected Member and Authorised Persons are adhering to the terms of this Agreement,and the Confidee shall provide reasonable assistance to the HA for the same.
- (t) The Confidee agrees to immediately cease to (i) access the HA Data and the Self-service Data Platform and (ii) enter the Premises when he/she is no longer eligible for such access and entry, regardless of whether due to the termination of his/her appointment or employment by the Relevant Selected Member or change of his/her duties in the Relevant Selected Member or otherwise.

3. For the avoidance of doubt, this Deed shall survive the expiration or early termination of the Agreement.

**IN WITNESS WHEREOF** this Deed has been executed on the day and year first above written.

SIGNED SEALED and DELIVERED )

By the Confidee in the presence of: ) \_\_\_\_\_

Confidee

\_\_\_\_\_

Witness