EXTERNAL SERVICE PROVIDER ACCEPTANCE OF THE COMMISSION'S INFORMATION SECURITY, CONFIDENTIALITY, DATA PROTECTION AND AUDIT REQUIREMENTS

Mandatory acceptance by external service providers and their authorised personnel before access is granted

Service provider company / entity		**Authorised representative full name**	
Registration number		**Position / capacity**	
Contract / RFQ / PO number		**Commission contract manager / sponsor**	

1. Purpose and application

This form records the external service provider's binding commitment to protect the Competition Commission of South Africa (the Commission), its information, personal information, information systems, records, facilities and stakeholders. It applies to the service provider, its directors, employees, consultants, agents and approved subcontractors for the full period of the contract or engagement, including any period of access before commencement or after termination. Confidentiality, records-retention, return, secure-destruction, audit and legal obligations survive termination where applicable.

2. Acceptance and undertakings

Requirement	I acknowledge and undertake that:
Information security	The service provider will comply with approved Commission information-security, acceptable-use, access-control, password, remote-access, device, communications, retention and incident-response requirements. The service provider will use only authorised accounts, systems, devices, software, storage locations and secure communication channels; protect credentials and multi-factor authentication methods; apply least privilege and need-to-know principles; and not bypass, disable or interfere with security controls.
Confidentiality	The service provider will keep Commission information confidential and use it only for authorised Commission purposes. The service provider will not disclose, copy, transmit, discuss, publish, retain or remove confidential, privileged, case-related, commercially sensitive or internal information except as authorised. The service provider will

Requirement	I acknowledge and undertake that:
	verify recipients before sending information and ensure that personnel, subcontractors and advisers under the service provider's control are bound by equivalent obligations.
Data protection and privacy	The service provider will process personal information lawfully, fairly and only for the approved purpose, in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA), the Commission's instructions and applicable policies. The service provider will minimise collection and access, maintain accuracy where responsible, apply appropriate safeguards, observe approved retention and disposal rules, and not transfer personal information to unapproved services, locations, personal accounts, removable media, public AI tools or third parties.
Access and asset protection	The service provider and its personnel will access only information and systems required for their authorised roles. The service provider will not permit account or credential sharing. The service provider will keep devices locked and physically secure, protect documents and removable media, promptly return Commission property, and ensure Commission information is returned, transferred to an authorised custodian or securely destroyed through an approved process when access or the engagement ends.
Incident reporting	The service provider will immediately report suspected phishing, lost or stolen equipment, unauthorised access, accidental disclosure, malware, credential compromise, abnormal system activity or any other suspected information-security or personal-information incident through the Commission's authorised IT service desk or incident channel, and in any event within two hours of becoming aware of it. The service provider will preserve evidence and cooperate with containment and investigation.
Audit, monitoring and cooperation	The service provider acknowledges that authorised and proportionate monitoring, logging, inspection, vulnerability assessment and audit may be conducted on Commission systems, accounts, devices, services and records for security, compliance, investigation and assurance purposes. The service provider will provide truthful, timely information and reasonable access to relevant records, configurations, logs, personnel and evidence; preserve audit trails; not alter or

Requirement	I acknowledge and undertake that:
	conceal evidence; and support remediation of findings within agreed timelines.
Third parties and subcontractors	The service provider will not appoint a subcontractor or grant any person access to Commission information, systems or facilities without prior written approval from the Commission and the required contractual safeguards. The service provider remains fully responsible for the acts and omissions of its personnel and approved subcontractors and must maintain an up-to-date list of all persons with Commission access.
Records and legal hold	The service provider will store official records in approved Commission repositories, preserve their integrity and metadata, and comply with approved filing, retention, disposal and legal-hold instructions. The service provider will not delete, destroy, modify or remove records that are required for an investigation, litigation, audit, PAIA request, statutory purpose or other authorised hold.

3. Non-compliance

The service provider acknowledges that non-compliance may result in immediate suspension or withdrawal of access, incident investigation, corrective action, contractual remedies, termination, recovery of losses or damages, reporting to regulators or law-enforcement authorities, and disqualification from further work where permitted by law and the applicable procurement framework. The service provider must promptly remedy deficiencies at its own cost where the deficiency arises from its acts or omissions. No exception is valid unless approved in writing by an authorised Commission official, and no exception may override legislation or mandatory contractual requirements.

The service provider confirms that all personnel requiring access will be briefed on these requirements and will sign individual acknowledgements where required by the Commission. Evidence of such acknowledgements must be retained and provided to the Commission on request.

4. Declaration and signature

I certify that I am duly authorised to sign on behalf of the external service provider. The service provider has read and understood this acceptance, has obtained any required clarification, and agrees to ensure compliance by all personnel and approved subcontractors assigned to the Commission. This form supplements, and does not replace, the service agreement, purchase order, confidentiality provisions, service-level requirements, Commission policies, lawful instructions and applicable legislation.

Service provider legal name		**Authorised representative signature**	
Authorised representative name and capacity		**Date**	
Commission contract manager / sponsor		**Signature and date**	

5. Privacy and contact information

Privacy / PAIA and POPIA information: Commission PAIA and POPIA page

General contact: ccsa@compcom.co.za | +27 (012) 394-3200 / 3320 | www.compcom.co.za

Physical address: The DTI Campus, Mulayo (Block C), 77 Meintjies Street, Sunnyside, Pretoria, South Africa

Privacy or personal-information enquiries: Submit through the Commission's published contact channels and address the enquiry to the Information Officer or designated Deputy Information Officer.