**POPIA Contract for Digital Marketing Services**

1. **Parties**

* This Agreement is made between:
	+ **[Your Name or Business Name]** ("Digital Marketer")
	+ **[Medical Practice Name]** ("Practice")

2. **Purpose**

* The Digital Marketer is engaged to provide digital marketing services to the Practice.
* The Digital Marketer will have access to personal information, including special personal information (e.g., patient data, health information) as defined under POPIA, to perform marketing activities.

3. **Definitions**

* **Personal Information:** Any information relating to an identifiable, living, natural person, including but not limited to contact details, demographic information, and health information.
* **Processing:** Any operation or activity concerning personal information, including collection, storage, dissemination, modification, and destruction.
* **Data Subject:** The individual whose personal information is processed.
* **Responsible Party:** The entity that determines the purpose of and means for processing personal information (i.e., the Practice).

4. **Confidentiality**

* The Digital Marketer agrees to treat all personal information as confidential and will not disclose any such information to any third party without the prior written consent of the Practice.
* The Digital Marketer will ensure that any staff or subcontractors who have access to personal information are bound by similar confidentiality obligations.

5. **Obligations of the Digital Marketer**

* **Processing:** The Digital Marketer shall only process personal information as necessary for the performance of digital marketing services and in accordance with the instructions of the Practice.
* **Security Measures:** The Digital Marketer shall implement appropriate, reasonable technical and organizational measures to protect personal information from loss, damage, unauthorized access, and other risks.
* **Data Subject Rights:** The Digital Marketer shall assist the Practice in responding to any requests from data subjects exercising their rights under POPIA, including access to personal information, correction, or deletion requests.
* **Breach Notification:** The Digital Marketer shall notify the Practice immediately upon becoming aware of any security breach that may compromise personal information.

6. **Use of Data**

* The Digital Marketer will use personal information solely for the purpose of executing marketing campaigns, including email marketing, social media marketing, targeted advertising, and other promotional activities as agreed upon with the Practice.

7. **Retention and Destruction**

* The Digital Marketer shall only retain personal information for as long as it is necessary for the performance of the marketing services.
* Upon termination of the contract or at the Practice's request, the Digital Marketer shall return or securely destroy all personal information in their possession.

8. **Audit Rights**

* The Practice reserves the right to audit the Digital Marketer's compliance with this Agreement, including security measures, at any time, with reasonable notice.

9. **Indemnification**

* The Digital Marketer shall indemnify and hold harmless the Practice from any claims, losses, or damages arising from the Digital Marketer's breach of this Agreement, including any violations of POPIA.

10. **Governing Law**

* This Agreement shall be governed by and construed in accordance with the laws of South Africa.

11. **Signatures**

* **[Digital Marketer Name/Business Name]**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* **[Practice Name]**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_