

Cross-boundary Flow of Personal Information Within the Greater Bay Area

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(Compliance, Global Affairs and Research)



I. Transferring personal data from Hong Kong

Data Protection Principles (DPPs)

- All data users must comply with the six DPPs
- The six DPPs cover every item of personal data in the whole data processing cycle from collection, retention, use to destruction

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保障資料原則

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Data Protection Principles

1

收集目的及方式 Collection Purpose & Means



資料使用者須以合法和公平的方式，收集他人的個人資料，其目的應直接與其職能或活動有關。

須以切實可行的方法告知資料當事人收集其個人資料的目的，以及資料可能會被轉移給哪類人士。

收集的資料是有實際需要的，而不超乎適度。

Personal data must be collected in a lawful and fair way, for a purpose directly related to a function/activity of the data user.

All practicable steps shall be taken to notify the data subjects of the purpose of data collection, and the classes of persons to whom the data may be transferred.

Data collected should be necessary but not excessive.

2

準確性儲存及保留 Accuracy & Retention



資料使用者須確保持有的個人資料準確無誤，資料的保留時間不應超過達致原來目的的實際所需。

Personal data is accurate and is not kept for a period longer than is necessary to fulfill the purpose for which it is used.

3

使用 Use



個人資料只限用於收集時述明的目的或直接相關的目的，除非得到資料當事人自願和明確的同意。

Personal data is used for the purpose for which the data is collected or for a directly related purpose, unless voluntary and explicit consent is obtained from the data subject.

4

保安措施 Security



資料使用者須採取切實可行的步驟，保障個人資料不會未經授權或意外地被查閱、處理、刪除、喪失或使用。

A data user needs to take practical steps to safeguard personal data from unauthorised or accidental access, processing, erasure, loss or use.

5

透明度 Openness



資料使用者須公開其處理個人資料的政策和行事方式，交代其持有的個人資料類別和用途。

A data user must make known to the public its personal data policies and practices, types of personal data it holds and how the data is used.

6

查閱及更正 Data Access & Correction



資料當事人有權要求查閱其個人資料；若發現有關個人資料不準確，有權要求更正。

A data subject must be given access to his personal data and to make corrections where the data is inaccurate.

The Requirements under the PDPO in Transferring Personal Data from Hong Kong

DPP1 (Purpose and Manner of Collection of Personal Data)

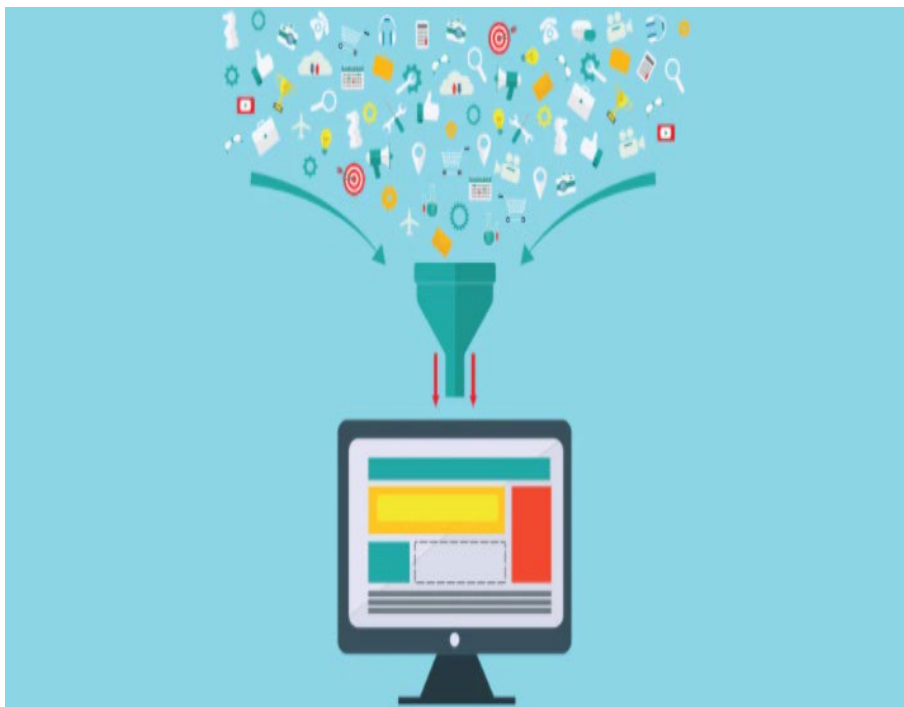
- All practicable steps shall be taken to ensure, inter alia, that the data subject is explicitly informed of the **purpose** for which the data is to be used and the **potential transferees** of the personal data concerned

DPP3 (Use of Personal Data)

- The data subject's **prescribed consent** would be required if the transfer is **for a new purpose**, unless it falls within the exemptions under Part 8 of the PDPO



The Requirements under the PDPO in Transferring Personal Data from Hong Kong



Engagement of data processors to process personal data outside Hong Kong

- The data user must adopt **contractual or other means** to
 - ✓ prevent any personal data transferred to the data processor from being kept longer than is necessary for the processing of the data (**DPP2(3)**)
 - ✓ prevent unauthorised or accidental access, processing, erasure, loss or use of the data transferred to the data processor for processing (**DPP4(2)**)

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II. Cross-boundary flow of personal information within the Greater Bay Area

The PCPD Welcomes the Implementation of the Facilitation Measure of the Standard Contract for Cross-boundary Flow of Personal Information Within the Guangdong–Hong Kong–Macao Greater Bay Area (Mainland, Hong Kong) (“GBA SC”)

- The PCPD welcomes the Government’s initiative to extend the facilitation measure of the GBA SC to all sectors in Hong Kong since 1 November 2024
- Further promoting the cross-boundary flow of personal information within the GBA, thereby building a “Digital GBA”
- The PCPD is extremely grateful to the staunch support of the Cyberspace Administration of China and Cyberspace Administration of Guangdong Province in facilitating the cross-boundary flow of personal information within the GBA

Aligning with the Relevant Laws and Regulations of the Mainland

- The GBA SC adopts the concept of “**respective jurisdiction**”
- Ensuring that personal information processors and recipients can transfer personal information across boundaries in accordance with the relevant legal requirements of their respective jurisdictions



The PCPD encourages organisations to adopt the GBA SC for cross-boundary transfers of personal information within the Greater Bay Area

The GBA SC applies to cross-boundary personal information transfers

including cross-boundary personal information transfers from the Mainland cities within the GBA to Hong Kong and those from Hong Kong to the Mainland cities within the GBA

Cross-boundary transfers
of personal information
from the Mainland cities
within the GBA to
Hong Kong
(Southbound)



Cross-boundary transfers
of personal data from
Hong Kong to
the Mainland cities
within the GBA
(Northbound)

Requirements of the GBA SC



Personal information processors and recipients have to comply with the requirements set out in the GBA SC. For instance:

- The personal information processor shall conduct a personal information protection impact assessment
- The parties have to file the GBA SC
- The recipient shall not provide personal information received under the GBA SC to individuals or organisations outside the GBA

Relaxation of Requirements as a Facilitation Measure

As a facilitation measure, the GBA SC has relaxed some of the requirements set out in the Mainland's Measures on the Standard Contract for Cross-border Transfers of Personal Information out of the Mainland

The restriction concerning the amount and sensitivity of the personal information that may be transferred across borders was removed

The parties to the GBA SC are not required to conduct relevant assessments of the personal information protection policies and regulations in the region where the recipient is located

The scope of the personal information protection impact assessment to be conducted by personal information processors is greatly reduced

There is no specific requirement regarding sensitive personal information or automated decision-making mechanisms

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The GBA SC

Article 1 Definition

Article 2 Obligations and Responsibilities of Personal Information Processors

Article 3 Obligations and Responsibilities of Recipients

Article 4 Rights of Personal Information Subjects

Article 5 Remedies

Article 6 Termination of Contract

Article 7 Liabilities for Breach of Contract

Article 8 Miscellaneous

Appendix I Description of Cross-boundary Transfer of Personal Information

Appendix II Other Terms Agreed by Both Parties (If Necessary)

Key Definitions under the GBA SC

| | Mainland | Hong Kong |
|--|--|--|
| Personal Information Processor (The party who transfers personal information across the boundary) | an organisation or individual that autonomously determines the purposes and means of processing the personal information | covers a “data user” in Hong Kong – a person who, either alone or jointly or in common with other persons, controls the collection, holding, processing or use of the personal data |
| Personal Information Subject | a natural person who can be identified by or is associated with the personal information | covers a “data subject” in Hong Kong – the individual who is the subject of the personal data |
| Personal Information | determined in accordance with the Personal Information Protection Law | determined in accordance with the PDPO |

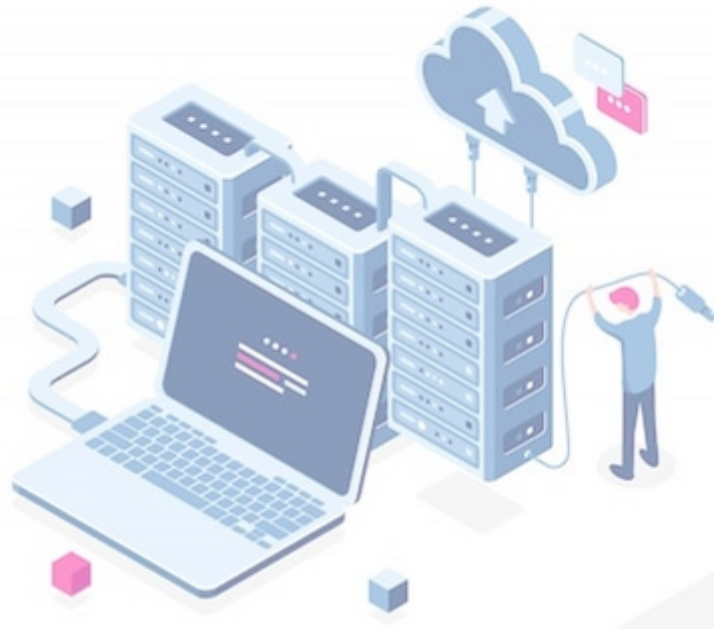
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Key Obligations and Responsibilities of Personal Information Processors

Article 2

(2) Inform the personal information subjects (including data subjects) of the requisite information, such as name and contact information of the recipient, purposes and means of processing, etc.

(3) Obtain the consent of the personal information subjects prior to the cross-boundary transfer of personal information in accordance with the laws and regulations of the jurisdiction concerned



Key Obligations and Responsibilities of Personal Information Processors

Article 2

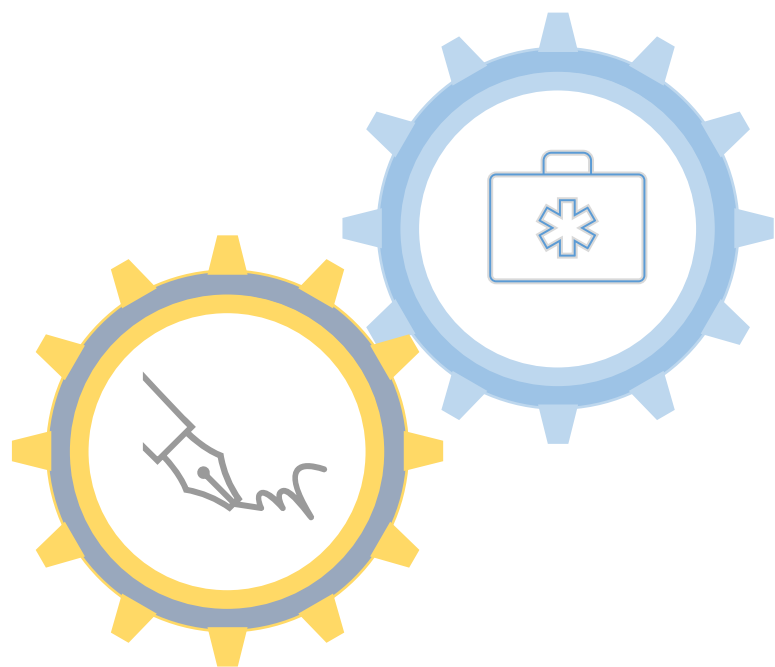
- (5) Make reasonable efforts to ensure that the recipient adopts technical and management measures (comprehensively considering the personal information risks that may arise), in order to fulfil its obligations and responsibilities under the Contract
- (7) Respond to enquiries from the regulatory authorities of the jurisdiction concerned regarding the personal information processing activities of the recipient



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Key Obligations and Responsibilities of Personal Information Processors

Article 2

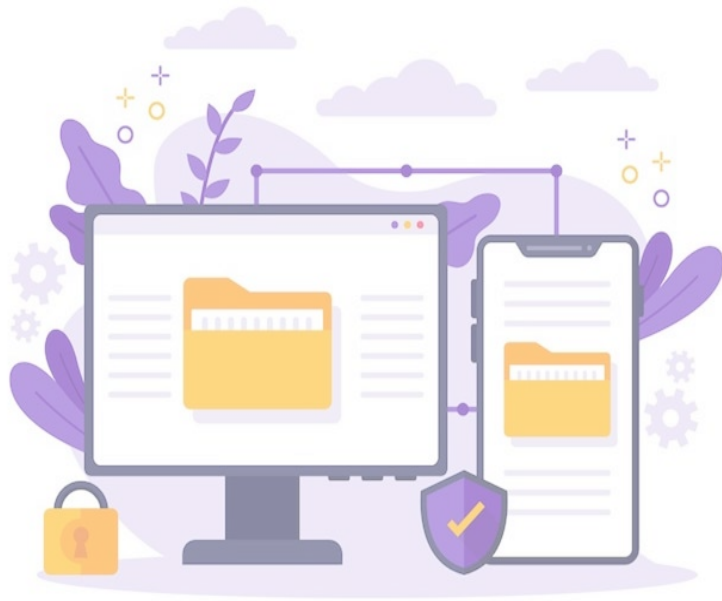


(8) Conduct a **personal information protection impact assessment** on the intended activities of transferring personal information to the recipient, which shall focus on the following:

1. The **legality, legitimacy and necessity** of the purposes and means, etc. of processing personal information by the personal information processor and recipient;
2. The **impact on and security risks** to the rights and interests of personal information subjects;
3. Whether the obligations undertaken by the recipient, as well as its management, technical measures and capabilities, etc. to perform the obligations, can **ensure the security of personal information transferred across the boundary**

Key Obligations and Responsibilities of Recipients

Article 3



(5) **Safeguard security** of personal information processing by:

1. Adopting **technical and management measures** and conducting **regular inspections** to ensure security of personal information;
2. Ensuring that the personnel authorised to process personal information fulfil their **confidentiality** obligations and responsibilities, and establishing **access control** with the least privilege.

Key Obligations and Responsibilities of Recipients

Article 3

(6) If the personal information processed is or may be tampered with, damaged, disclosed, lost, unlawfully used, provided or consulted or accessed without authorisation, the following measures should be adopted:

1. Adopt appropriate remedial measures in a timely manner to mitigate the adverse impact on the personal information subject;
2. Notify the personal information processor immediately and report to the regulatory authorities of the jurisdiction concerned;



Key Obligations and Responsibilities of Recipients

Article 3(6)



3. Where **personal information subject** shall be notified under the relevant laws and regulations, such notice shall contain:
- the **categories of personal information involved** as well as the **reasons and possible harm**
 - **remedial measures adopted**
 - measures that the **personal information subject** may take to mitigate the harm
 - **contact information** of the person or team in charge;
4. Record and retain all related circumstances, including **all remedial measures adopted**

Key Obligations and Responsibilities of Recipients

Article 3

(7) Not to provide personal information received under the Contract to individuals and organisations outside the GBA



Key Obligations and Responsibilities of Recipients

Article 3

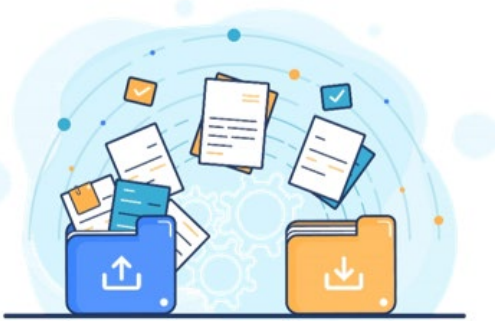
(8) May only provide personal information to a third party in the same jurisdiction in the Mainland cities within the GBA or Hong Kong if:

1. There is a business need for the transfer;
2. The personal information subject has been informed of the requisite information, such as the third party's name, contact information, purposes and means of processing, etc.;
3. The consent of the personal information subject has been obtained in accordance with the laws and regulations of the jurisdiction of the personal information processor, if the processing is based on the consent of the individual; **AND**
4. The personal information is provided to a third party in the same jurisdiction in accordance with the terms set out in Appendix I: "Description of cross-boundary transfer of personal information"



Key Obligations and Responsibilities of Recipients

Article 3



(12) Agree to be supervised and managed by the regulatory authorities of the jurisdiction concerned under the relevant supervisory procedures in the course of the implementation of the Contract:

- answering the enquiries of the regulatory authorities of the jurisdiction concerned
- cooperating with the regulatory authorities of the jurisdiction concerned in inspections
- complying with the measures taken and decisions made by the regulatory authorities of the jurisdiction concerned, etc.



Key Obligations and Responsibilities of Recipients

Article 3

(13) Where government departments or judicial bodies of the jurisdiction where the recipient is located request the recipient to provide personal information received under the Contract, the **personal information processor shall be notified immediately**



The GBA SC – Appendix I:

Description of cross-boundary transfer of personal information

- (1) Purposes of processing
- (2) Means of processing
- (3) The scale of personal information transferred
- (4) The categories of personal information transferred
- (5) The provision of personal information to a third party in the same jurisdiction (if applicable)
- (6) Means of transfer
- (7) Retention period after being transferred
- (8) Place of retention after being transferred
- (9) Other matters (as the case may require)

Details of the cross-boundary transfer of personal information as agreed under the GBA SC

PCPD's Guidance on Cross-boundary Data Transfer: Standard Contract for Cross-boundary Flow of Personal Information Within the Guangdong-Hong Kong- Macao Greater Bay Area (Mainland, Hong Kong)



Guidance on Cross-boundary Data Transfer: Standard Contract for Cross-boundary Flow of Personal Information Within the Guangdong – Hong Kong – Macao Greater Bay Area (Mainland, Hong Kong)

Part 1: Introduction

Given the close integration of cities within the Guangdong–Hong Kong–Macao Greater Bay Area (GBA), and that data flows between Hong Kong and other cities within the GBA are becoming increasingly frequent, the Cyberspace Administration of China (CAC) and the Innovation, Technology and Industry Bureau of the Government of the Hong Kong Special Administrative Region (ITIB) signed the Memorandum of Understanding on Facilitating Cross-boundary Data Flow Within the Guangdong–Hong Kong–Macao Greater Bay Area (MoU) on 29 June 2023 to jointly promote cross-boundary data flows in the GBA.

The Standard Contract for Cross-boundary Flow of Personal Information Within the Guangdong–Hong Kong–Macao Greater Bay Area (Mainland, Hong Kong) (GBA SC) (see Appendix) is a facilitation measure under the MoU to foster the cross-boundary flows of personal information¹ within the GBA. It was formulated by the CAC, ITIB, and Office of the Privacy Commissioner for Personal Data, Hong Kong (PCPD).

Through this Guidance, the PCPD aims to help organisations in Hong Kong understand the applicability of the GBA SC and the relationship between the GBA SC and other Recommended Model Contractual Clauses for Cross-border Transfer of Personal Data (RMCCs) issued by the PCPD.

Requirements under the Personal Data (Privacy) Ordinance

Where a data user transfers personal data to places outside Hong Kong, it is required to comply with the relevant requirements under the Personal Data (Privacy) Ordinance (Cap. 486) (PDPO), including the Data Protection Principles (DPPs) in Schedule 1 of the PDPO.

DPP1 of the PDPO stipulates the requirements relating to the purpose and manner of the collection of personal data. If a data user collects personal data directly from a data subject, the data user should take all practicable steps to ensure that the data subject is explicitly informed of the purpose for which the data is to be used and the classes of persons to whom the data may be transferred. Therefore, when a data user conducts cross-boundary data transfers to places outside Hong Kong, it should inform the data subject that his or her personal data will be transferred to data recipients outside Hong Kong and the purpose for which the data is to be used.



¹ According to the GBA SC, personal information processed by personal information processors in the Mainland cities of the GBA shall be determined in accordance with the Personal Information Protection Law of the People's Republic of China; personal information processed by personal information processors in the Hong Kong Special Administrative Region shall be determined in accordance with the definition of "personal data" under the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region.

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Protect, Respect Personal Data Privacy

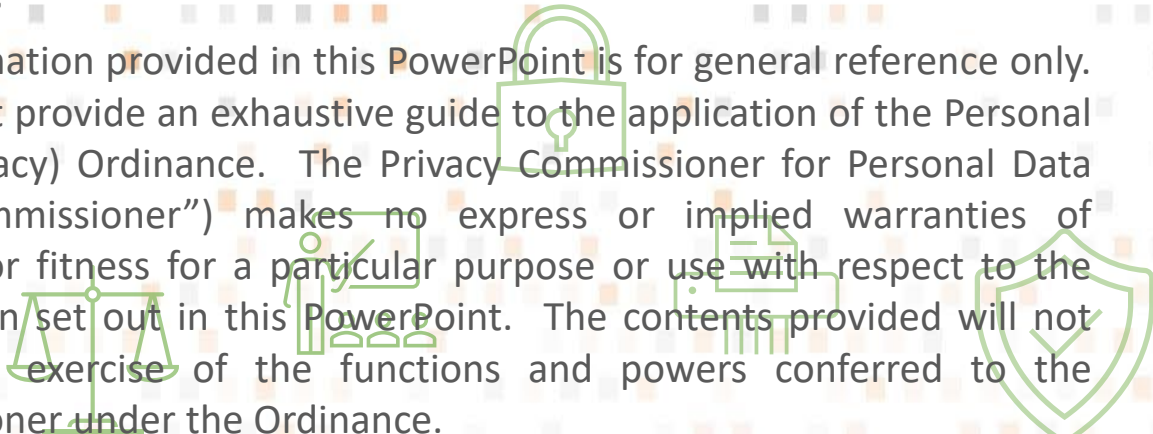




Thank you!

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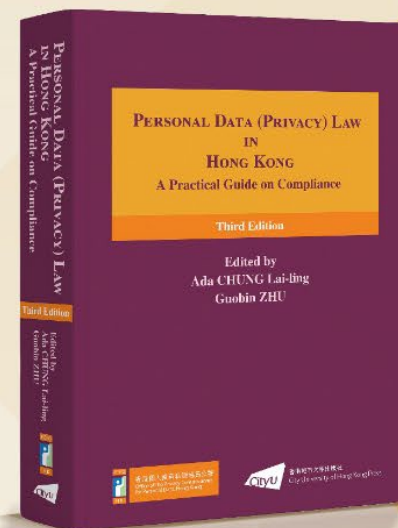


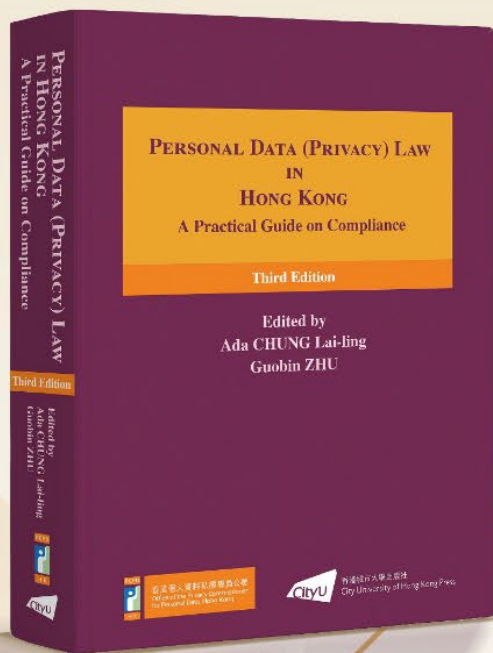
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Q&A



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Office of the Privacy Commissioner
for Personal Data, Hong Kong





香港個人資料私隱專員公署
Office of the Privacy Commissioner
for Personal Data, Hong Kong



Seminar on “Protecting Personal Data Privacy – Challenges and Opportunities in the Digital Era”

10 June 2025 (Tuesday) | 3:00 pm – 4:30 pm

SPEAKERS



**Ms Ada CHUNG
Lai-ling**

Privacy Commissioner for
Personal Data



Professor ZHU Guobin

Professor of Law,
School of Law,
City University of Hong Kong



Ms Joanne WONG

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