

**Logo of contracting party**

Data Processing Agreement

Project.....(name the memorandum of understanding or main contract)....

between

PDPA Management and……..(name of contracting party)…..….

---------------------------------

This Personal Data Processing Agreement (“Agreement”) is made. On the date.... (Specify the date of signing the agreement)....... At the PDPA Management.

Where the PDPA Management, hereinafter referred to as "Public Organization", one side has agreed to....(specify the name of the memorandum of understanding/main contract).... Version dated ..... (specify the date of signing the cooperation agreement or the date of main contract).......... which hereinafter in this agreement is called “(Memorandum of Cooperation/Contract)” with ........ (Name the contracting party)........ which hereinafter in this agreement is called ".....(Specify the name of the contracting party......" the other party

According to (specify the name of the cooperation memorandum/main contract) stated that PDPA Management has duties and responsibilities in the part of.......(specify the scope, rights, and duties of the PDPA according to the cooperation memorandum/main contract) ...... In doing so, it consists of assigning or appointing...... (name the contracting party)......is the person who carries out the process of collecting, using, or disclosing (“processing”) personal data on behalf of or on behalf of PDPA Management.

PDPA Management, as the controller of personal data, is the decision maker. Determine the format and purpose of processing personal data. Can.....(assign/appoint/hire/other ).....give..... (Name the contracting party).......as the data processor of personal data. Carry out the following purposes

1.....(Specify the purpose that the SPDC has assigned the contracting party to process

personal data, such as for contracting to create an identity verification system. To receive a survey to register seminar participants. For hire to print employee cards for sending and receiving documents, etc.).........

2............................................................

By personal information assigned by PDPA Management.....(assigned/appointed/hired/

other).....give.... (Specify the name of the contracting party).....Processing consists of

1..... (Specify a list of personal information that PDPA Management has assigned/dis

closed to the contracting party to process, such as the name and surname of the official telephone number Government application user information List of seminar participants, etc.).........

2............................................................

For this reason, both sides agreed to this agreement. and consider this agreement as a part....(specify the name of the memorandum of understanding/main contract)....as evidence of supervising the processing of personal information assigned or appointed by the Office of the Basic Education Commission. ......... (Name the contracting party)........... Take action as a result of the performance of duties and responsibilities according to .... (specify the name of the cooperation memorandum/main contract).... version dated ..... (specify the date of a signature Cooperation agreement or main contract date)......... and to carry out operations by the Personal Data Protection Act, B.E. 2019 and other laws issued following the Personal Data Protection Act, B.E. 2019, which hereinafter in this agreement are collectively referred to as the “Laws Personal Data Protection”, both currently in effect on the date of this agreement and those that will be added or amended later. The details are as follows:

1........(name the contracting party)........ Acknowledged that personal data means infor

mation about a natural person which enables the identification of that person, whether directly or indirectly, by........ (name the contracting party)........ The process will be carried out as required by personal data protection laws. To protect personal data processing to be appropriate and legal.

In carrying out this agreement, ......... (name the contracting party)............ will process personal data upon receiving written instructions from PDPA Management only, so that there is no doubt. Processing of personal data by....... (Specify the name of the contracting party)............According to the duties and responsibilities according to....(Specify the name of the cooperation memorandum/main contract)....It is considered to be receiving an order that is Written from PDPA Management

2......... (name the contracting party)............will stipulate that access to personal information

under this agreement will be limited to officials. and/or employees Agent or any person assigned It has duties related to or is necessary to access personal information under this agreement only. and will take action to make employees and/or employees Any agent or person assigned by......... (Name the contracting party)............ Process and maintain the confidentiality of personal information with the same standards.

3.........(name the contracting party)............ will supervise the officials and/or employees

Any agent or person performing the duties of processing personal data. Strictly comply with personal data protection laws. and process personal data for this agreement only. It will not reproduce, copy, duplicate, or record any personal information, whether in whole or in part. unless it is by the conditions of the memorandum of cooperation or contract or the relevant law may specify or provide otherwise.

4.........(name the contracting party).............will proceed to assist or support the PDPA

Management in responding to requests submitted by the owner of personal data. PDPA Management, which is exercising the rights of the owner of personal data by the Personal Data Protection Act about the processing of personal data within the scope of this agreement.

However, in the case where the owner of personal data submits a request to exercise such

rights to......... (Specify name of The contracting party)............. Direct ......... (specify the name of the contracting party)............ will notify and send the request as follows. Speak to the S.P.R. immediately by......... (specify the name of the contracting party)........will not be the person to respond to the request unless the PDPA Management has assigned it.. ....... (Specify the name of the contracting party).......Proceed only with matters related to the said request.

5 ......... (Specify the name of the contracting party)............ will prepare and maintain a

record of all personal data processing activities (Record of Processing). ........ (Specify the name of the contracting party)............ Processed within the scope of this agreement. And will deliver the record of the said transaction to the PDPA Management every.....(specify the frequency of delivering the record, such as every week or every month).... and/or as soon as requested by PDPA Management.

6......... (name the contracting party)............shall provide and maintain organizationally and

technically appropriate security measures for data processing as required. The Personal Data Protection Committee has announced regulations and/or standards based on international standards. Taking into account the nature, scope, and purpose of data processing as specified in this agreement is important. To protect personal data from risks associated with processing personal data, such as damage resulting from infringement, accidents, deletion, destruction, loss, alteration, modification, access, use, disclosure, or transfer of personal data unlawfully, etc.

7. Unless otherwise provided by relevant law, ......... (specify the name of the contracting

party)............ will delete or destroy personal data processed under this clause. Agree this version within....(specify the number of days for the data to be deleted).....days From the date the processing is completed or the date the PDPA Management and ......... (specify the name of the contracting party)............ have agreed in writing to cancel. ....(name the memorandum of understanding/main contract)....whichever comes first.

In addition, in the case where it appears that......... (Specify the name of the contracting party)........No need to retain personal data according to this agreement before the end of the period according to paragraph one .......... (Specify the name of the contracting party) ............Will delete or destroy personal information by this agreement immediately.

8. In case......... (Specify the name of the contracting party)............ Found any behavior that

affects the security of personal information that......... (Name the contracting party)............. Processed under this agreement. This may cause damage from violations, accidents, deletion, destruction, loss, alteration, modification, access, use, disclosure, or transfer of personal information unlawfully. already......... (Specify the name of the contracting party)............ will proceed to notify the PDPA Management immediately within no more than....(Specify the time in hours that the contracting party must notify the PDPA Management For example, within 24 hours or 48 hours, which should not exceed 48 hours because the PDPA Management, as the personal data controller, must report such events to the Personal Data Protection Committee within 72 hours).... hours.

9. Notification of personal data breach occurring under this agreement......... (Name the

contracting party)............ will take measures as it deems appropriate to identify the cause of the violation. and prevent such problems from reoccurring. and will provide information to PDPA Management within the scope of personal data protection laws as specified as follows.

- A description of the nature and potential consequences of the violation.

- Measures taken to reduce the impact of the violation.

- The type of personal data and the owner of the personal data that has been infringed, if any.

- Other information related to the violation

10. Duties and responsibilities of......... (Specify the name of the contracting party)............

Compliance with the agreement will end from the date the agreed work is completed or the date......... (Specify the name of the contracting party)............ and PDPA Management have agreed in writing to cancel...(Specify the name of the memorandum of understanding/main contract)...as the case may be. whichever occurs first, however, the termination of this agreement Does not affect the duties of......... (Specify the name of the contracting party)............in deleting or destroying personal information as specified in Section 7 of this agreement.

Both sides have read and understood the message in detail. as evidence of this Both parties therefore signed their names as evidence in the presence of witnesses on the date, month, and year specified above.

|  |  |
| --- | --- |
| sign …….………………..........................………....  (............................................................)  ............................................................ | sign …….……………….........................………....  (............................................................)  ............................................................ |
| sign ………….….............………..…........... witness  (............................................................)  ............................................................ | sign ………….….................…........... witness (............................................................)  ............................................................ |