Confidentiality and Personal Data Processing Agreement
Naresuan University

Agreement No.: ....

This Agreement is made at Naresuan University, located at 99 Moo 9, Nakhon Sawan–Phitsanulok Road, Tha Pho Subdistrict, Mueang Phitsanulok District, Phitsanulok Province, on the .... day of ...., 20....., between **Naresuan University**, represented by **Associate Professor Dr. Sarintip Tantanee**, President of Naresuan University, hereinafter referred to in this Agreement as **"the University"**, of the one part; and ...., a juristic person registered at ...., with its head office located at ....,
represented by ...., who is authorized to sign on behalf of the juristic person as certified by the Department of Business Development, Ministry of Commerce, under the corporate registration number ...., dated .... (and power of attorney dated ....), attached herewith as part of this Agreement, hereinafter referred to in this Agreement as **"the Data Recipient"**, of the other part.

Whereas the Data Recipient is legally affiliated with the University under Contract No. ...., dated .... day of ...., 20........, under the project ...., as evidenced in the attached copy of said contract, hereinafter referred to in this Agreement as **"the Primary Agreement"**, which is considered an integral part of this Agreement. In the performance of the Primary Agreement, it may become necessary for the Data Recipient and/or its personnel to access or become aware of confidential information belonging to the University, including personal data and other related information of .... as part of the project ...., which may be used in program testing or in other operations within the scope of work under the Primary Agreement.

The parties agree that the University shall disclose certain confidential information, and the Data Recipient shall maintain such information in strict confidentiality. The specifics of the confidential information and the terms and conditions are set forth in this Agreement, with the purpose of utilizing the data of .... for program testing activities within the scope of the Primary Agreement. The parties hereby agree as follows:

1. Definitions

- **"Personal Data"** means any information relating to a person that enables the identification of such person, whether directly or indirectly.

- **"Data Processing"** means the collection, compilation, use, and disclosure of data.
- **"Authorized Person"** refers to a representative, contracting party, or subcontractor of either party who must necessarily be given access to confidential information in order to fulfill the purpose of this Agreement.

"Confidential Information" means all statements, data, objects, recorded media, or any documents provided by the University to the Data Recipient that are related to negotiations, business operations, or performance of duties, whether in written, verbal, or electronic form, including data that may be found in the University's .... system. This applies regardless of whether the information is explicitly marked as confidential or the Data Recipient should reasonably understand, by its nature or surrounding circumstances, that such information is confidential. It also includes personal data or data with the characteristics of personal data as defined under the Personal Data Protection Act 2019, which may include, but is not limited to, operational knowledge, formulas, components, processes, algorithms, intellectual property, sketches, photographs, graphs, drawings, diagrams, artworks, videos, simulations, inventions and innovations, agreements, analytical documents, reports, business plans, studies, records, estimates, compilations, market information, workflows, organizational hierarchies, store locations, data mining, and the development of manufacturing or distribution methods and processes, client lists and details, pricing structures, sales and production volumes, customer demands, and/or any other information with commercial, economic, methodological, and/or business value due to its confidential nature and its relevance to the objectives of this Agreement. This applies regardless of whether the Data Recipient modifies such information and regardless of when or how the University discloses it. It also includes facts surrounding the execution of this Agreement and facts arising from any negotiations regarding potential business operations and the status thereof.

"Personnel" means committee members, officers, employees, agents, or advisors of each party, as well as individuals or legal entities—including but not limited to any company within each party's corporate group—that have been authorized by either party.

2. Confidentiality and Personal Data Processing

2.1 The Data Recipient shall be responsible for keeping the Confidential Information strictly confidential in accordance with all applicable laws, announcements, and regulations, including the terms and conditions of this Agreement.

2.2 The Data Recipient shall collect, use, or disclose the Confidential Information solely for the purpose of fulfilling the objectives specified in the Principal Agreement and this

Agreement. The Data Recipient shall not use or attempt to collect, use, or disclose the Confidential Information or any part thereof for any other purpose without prior written permission from the University.

2.3 The Data Recipient agrees not to disclose, in whole or in part, any Confidential Information to any third party or allow any third party to use such information unless prior written permission has been obtained from the University.

2.4 The Data Recipient agrees not to reproduce, duplicate, summarize, record, or perform any similar actions with respect to the Confidential Information, whether in whole or in part, unless it is strictly necessary for fulfilling the objectives of this Agreement and with prior written authorization from the University. Any such copies, summaries, or records shall also be considered Confidential Information, and the Data Recipient must clearly mark them as such.

2.5 The University shall retain control over the Confidential Information, whether disclosed verbally, in writing, via magnetic media, or through any other format, including computer programs that are clearly marked or identified as confidential, regardless of the method of disclosure.

2.6 The Data Recipient shall promptly notify the University upon becoming aware that any Confidential Information has been used or disclosed to any third party without authorization, or has come into the possession of any unauthorized person as defined under this Agreement, or has been processed by a third party, or in the event of any breach of the confidentiality of such information. The Data Recipient shall also fully cooperate with the University in recovering possession of the Confidential Information, preventing its unauthorized use, and restraining or halting its disclosure to the public.

2.7 The Data Recipient shall employ appropriate security measures to safeguard all Confidential Information in a secure location and by secure means in order to prevent loss, unauthorized access, use, alteration, modification, or disclosure of such information. These measures must align with generally accepted standards for entities of similar nature or operations and with applicable laws. The Data Recipient warrants that the measures implemented are capable of maintaining the confidentiality, integrity, availability, and sufficiency of the information to prevent any unlawful processing of the Confidential Information.

2.8 The Data Recipient shall not develop or further utilize the Confidential Information for any derivative purposes without prior written consent from the University.

2.9 In the event that any information provided by the University to the Data Recipient, and/or any information that the Data Recipient collects or processes on behalf of the University under this Agreement, contains personal data, both parties agree to strictly comply with the applicable personal data protection laws. Furthermore, the parties agree to establish a personal data protection policy and implement data security standards no less stringent than those required by law.

2.10 The Data Recipient agrees to ensure that all contracting parties, authorized persons, and/or personnel of the Data Recipient who access or use the information under this Agreement shall do so in accordance with the purposes, details, and conditions specified herein. The Data Recipient shall also ensure that such individuals are bound by a contract or written agreement containing confidentiality obligations that are equivalent to or no less stringent than those outlined in this Agreement.

3. Exceptions to Confidentiality Obligations

The Data Recipient shall not be held liable for the disclosure of any Confidential Information and shall not be subject to the confidentiality obligations under this Agreement if:

3.1 Disclosure is required by law, regulation, government agency, or competent authority within the scope of its powers, provided that the other party is notified in advance of such disclosure whenever possible.

3.2 The Confidential Information has already been made public through no fault of the Data Recipient.

3.3 The Data Recipient had prior knowledge of the Confidential Information before it was disclosed by the disclosing party and was under no obligation to keep such information confidential.

3.4 The University has disclosed the Confidential Information to a third party without imposing any obligation of confidentiality or restriction on the use of such information.

3.5 The Data Recipient of the Information received such Confidential Information at a later time from an external party, without breaching any existing confidentiality obligations to a third party or to the University.

3.6 The University has granted written permission for the Confidential Information to be disclosed to the public.

4. Termination of the Agreement

This Agreement shall remain in effect for the duration specified in the Primary Agreement, commencing from the date of execution.

However, the confidentiality obligations shall continue to remain in force indefinitely after the termination of this Agreement. The Data Recipient shall remain obligated to maintain the confidentiality of any processing of personal data as required by applicable laws.

5. Return or Destruction of Confidential Information

5.1 Upon request by the University, the Data Recipient shall immediately return to the University any objects, data, documents, publications, and all copies thereof that contain Confidential Information or any part thereof received from the University. In the event the University requires the Data Recipient to destroy such items, the Data Recipient shall immediately proceed with the destruction and provide written confirmation to the University that the destruction has been completed.

5.2 The Data Recipient shall return all related Confidential Information upon the termination of the contract or upon the conclusion of the project.

6. Right to Control the Data

The contracting parties agree that the authority and decision-making power regarding the processing of the Confidential Information, including all or any part of the copies thereof, shall belong to the University.

7. Intellectual Property Rights

This Agreement does not constitute a transfer of rights or the granting of any licenses—whether directly or indirectly—to the Data Recipient with respect to any patents, copyrights, registered designs, unregistered designs, trademarks, trade names, trade secrets, or any other intellectual property rights of the University, which may be included in, embodied in, or reproduced from the Confidential Information.

Furthermore, the Data Recipient, its authorized personnel, and/or its staff shall not apply for any patents, trademarks, design registrations, or intellectual property rights relating to all or any part of the Confidential Information.

8. University's Rights of Disclosure and Use

The University affirms that it has the right to disclose the Confidential Information to the Data Recipient and the right to authorize the Data Recipient to use such information in accordance with the objectives of this Agreement.

However, the University makes no representation or warranty as to the accuracy or completeness of the Confidential Information disclosed.

9. Breach of Agreement
In the event that the Data Recipient breaches or violates any provision of this Agreement, the University shall have the right to immediately reclaim the confidential information without prior notice. Furthermore, if such breach results in damage to the University, the Data Recipient shall be liable to compensate the University for all incurred damages.

10. Non-Transferability of Rights
Neither party shall assign or transfer any rights or obligations under this Agreement.

11. Severability
If any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

12. Prohibition of Disclosure to the Public
The Data Recipient agrees to maintain the confidentiality of the existence of this Agreement, its terms and conditions, all related negotiations, and its objectives. The Data Recipient shall not use or permit the use of the University's name in any advertisement, publication, or disclosure of any kind without prior written consent from the University.

13. Relation to the Primary Agreement
This Agreement shall form an integral part of the Primary Agreement. Any breach of this Agreement shall be deemed a breach of the Primary Agreement.

14. Indemnification and Remedies
14.1 In the event that the Data Recipient, its authorized persons, and/or personnel breach any provision of this Agreement and cause damage to the University, the Data Recipient shall be liable to compensate for such damages, including any related expenses, within thirty (30) days from the date of receiving written notification of such damages.
14.2 If the University initiates legal proceedings or becomes subject to a lawsuit as a result of the Data Recipient, its authorized persons, and/or personnel breaching any provision of this Agreement, the Data Recipient shall bear full responsibility for all resulting damages and expenses.
The indemnification and expenses outlined in this section shall not affect the University's right to seek additional compensation under this Agreement and applicable law.

15. Amendments
The University reserves the right to amend, modify, or terminate any terms or conditions of

this Agreement without the prior consent of the Data Recipient. The Data Recipient shall have no claims against the University as a result of such changes.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.

17. Return, Deletion, or Destruction of Data

Upon the completion of the obligations under the Primary Agreement or the termination thereof for any reason, or upon request by the University, the Data Recipient shall return the confidential information to the University or destroy or delete such information in whatever format it is stored, as determined by the University.

18. Other Provisions

In cases where the University suspects that the Data Recipient, its authorized persons, and/or personnel have breached any terms or conditions of this Agreement, the burden of proof shall rest with the Data Recipient to demonstrate that no such breach has occurred.

This Agreement is made in two identical copies. Each party, having thoroughly read and understood its content herein, affixes their signature (and company seal, if applicable) in the presence of witnesses. Each party retains one copy.

Signed: ....
Naresuan University
(...)

Signed: ....
Recipient
(...)

Signed: ....
Witness
(...)

Signed: ....
Witness
(...)