

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
.....

and the team affiliated with the Faculty of
.....,

Naresuan University, hereinafter referred to in this Agreement
as the “**Disclosing Party**,”
on the one part, and:

Mr./Mrs./Ms.

.....
.....,

National Identification No.

.....
.....,

residing at No., Soi, Road

.....,
Subdistrict/District.....

.....,
Province

.....
.....,
Postal Code

.....
.....,

as the representative of the legal entity

.....,
 whose head office is located at

 (and Power of Attorney dated
),
 attached to this Agreement, hereinafter referred to as the
“Receiving Party,” on the other part.

Whereas, due to the legal relationship between the Receiving
 Party and the Disclosing Party under this Agreement, it may be
 necessary for the Receiving Party and/or its personnel to
 become aware of or gain access to confidential information of
 the Disclosing Party, which may include personal data relating
 to the research work entitled

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Both parties hereby agree that the Disclosing Party shall
 disclose certain confidential and/or personal information, and
 the Receiving Party shall maintain the confidentiality of the
 information received, the details of which are specified under
 the terms and conditions of this Agreement, for the purpose of

.....

Therefore, both parties have mutually agreed as follows:

1. Definitions

- **"Personal Data"** refers to information relating to an individual which enables the identification of such individual, either directly or indirectly.
- **"Data Processing"** refers to the collection, compilation, use, and disclosure of data.
- **"Authorized Person"** refers to a representative, contracting party, or sub-agent of either party to this Agreement, who is necessarily granted access to confidential information in order to fulfill the intended objectives.

"Confidential Information" refers to all messages, data, objects, media recordings, or any documents provided by the Disclosing Party to the Receiving Party related to negotiations, business, or operational practices, whether in written form, orally, or electronically. This includes data stored within the Disclosing Party's system, regardless of whether it is explicitly labeled as confidential or if the Receiving Party ought to reasonably understand it to be confidential by its nature or surrounding circumstances. This also encompasses personal data or data of a personal nature as defined by the **Personal Data Protection Act 2019**, including but not limited to: technical knowledge, formulas, components, processes, algorithmic instructions, intellectual property, blueprints, photographs, graphs, drawings, diagrams, artworks, videos, simulation data, inventions and innovations, agreements, analytical documents, reports, business plans, studies, notes, estimates, compilations, marketing data, workflows, chains of command, store locations, data searches, industrial production development methods or distribution processes, customer lists and details, pricing information, sales and production volumes, customer needs, and/or any other information of commercial, economic, procedural, and/or business value due to its confidential nature relevant to the purpose of this agreement.

This applies regardless of whether such information is altered by the Receiving Party, or when and how it is disclosed by the Disclosing Party. It also includes facts related to the entering into this Agreement and any business negotiations or activities and their current status.

“Personnel” refers to committee members, officers, employees, agents, or consultants of each party, as well as any individuals or legal entities, including but not limited to, any company within the group of each party authorized by such party.

“Team Members” refers to personnel, students, and/or individuals invited, assigned, or contracted by Naresuan University to carry out tasks related to the university’s research and innovation projects.

2. Confidentiality and Personal Data Processing

2.1 The Receiving Party shall be responsible for safeguarding the confidential information in accordance with applicable laws, announcements, and related regulations, as well as the terms and conditions set forth in this Agreement, strictly and in full.

2.2 The Receiving Party shall collect, use, or disclose the confidential information solely for the purposes stated in the Primary Agreement and this Agreement. The Receiving Party shall not use or attempt to collect, use, or disclose the confidential information or any part thereof for any other purpose not covered under this Agreement without prior written consent from the Disclosing Party.

2.3 The Receiving Party agrees not to disclose the confidential information, in whole or in part, to any third party, nor allow any third party to use such information unless prior written consent is obtained from the Disclosing Party.

2.4 The Receiving Party agrees not to reproduce, copy, summarize, record, or perform any similar actions involving the confidential information, in whole or in part, unless it is absolutely necessary for achieving the purposes of this Agreement and prior written consent has been obtained from the Disclosing Party. Any such copies, summaries, or records shall be regarded as confidential information. The Receiving Party shall clearly indicate that such copies, summaries, or records are confidential.

2.5 The Disclosing Party shall have the right to control the Confidential Information disclosed whether verbally, in writing, on magnetic media, or any other medium, including computer programs clearly marked or designated as confidential, regardless of how the information was disclosed.

2.6 The Receiving Party must immediately notify the Disclosing Party upon discovering that any Confidential Information has been used or disclosed to a third party without authorization, has fallen into the possession of an unauthorized person under this Agreement, has been processed by a third party, or that there has been a breach of confidentiality. The Receiving Party shall fully cooperate with the Disclosing Party in recovering the Confidential Information, preventing its unauthorized use, and stopping its dissemination to the public.

2.7 The Receiving Party must use appropriate security measures to store all Confidential Information in a secure location and by secure means to prevent loss, access, use, modification, alteration, or disclosure of the Confidential Information without authority or unlawfully. These measures must conform to accepted standards for organizations of the same or similar type and in compliance with applicable laws. The Receiving Party warrants that the measures employed are capable of maintaining confidentiality, integrity, availability, and

adequacy to prevent unlawful processing of the Confidential Information.

2.8 The Receiving Party shall not use the Confidential Information to develop or enhance any product, service, or knowledge without prior written consent from the Disclosing Party.

2.9 In cases where any information provided by the Disclosing Party to the Receiving Party and/or collected or processed by the Receiving Party on behalf of the Disclosing Party under this Agreement contains personal data, the Parties agree to strictly comply with the Personal Data Protection Act and relevant laws. The Parties also agree to implement a personal data protection policy and maintain security standards for personal data protection not less than what is required by law.

2.10 The Receiving Party agrees to ensure that all contracting parties, authorized persons, and/or personnel of the Receiving Party who access or use the data under this Agreement act according to the purposes, details, and conditions of this Agreement. The Receiving Party must ensure these individuals are bound by a contract or written document to maintain the confidentiality of the information under conditions equal to or no less than those stated in this Agreement.

3. Exceptions to Confidentiality Obligations

The Receiving Party shall not be liable for disclosing any Confidential Information and shall not be bound by the confidentiality obligations under this Agreement in the following cases:

3.1 Disclosure is required by law, a government agency, or a competent authority under its jurisdiction, provided the other Party is notified beforehand.

3.2 The Confidential Information has already been made public through no fault of the Receiving Party.

3.3 The Receiving Party was already aware of the Confidential Information before its disclosure by the disclosing party and had no obligation to keep it confidential.

3.4 The Disclosing Party has disclosed its Confidential Information to a third party without specifying obligations regarding the confidentiality or the use of such Confidential Information.

3.5 The Receiving Party obtains the Confidential Information from another third party without breaching any confidentiality obligations owed to such third party or to the Disclosing Party.

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

4. Termination of the Agreement

This Agreement shall be valid for a period of 10 years (Ten years) from the date of signing, unless otherwise specified, the confidentiality obligations shall remain in effect indefinitely even after the termination of this Agreement. The Receiving Party shall continue to maintain the confidentiality of any personal data processed as required by applicable law.

5. Return or Destruction of Confidential Information

5.1 Upon request by the Disclosing Party, the Receiving Party shall immediately return all objects, data, documents, publications, and all copies thereof containing any Confidential Information, or any part thereof received from the Disclosing

Party.

Alternatively, if the Disclosing Party requires destruction, the Receiving Party shall promptly destroy such items and provide written confirmation to the Disclosing Party regarding the destruction.

5.2 The Receiving Party must return all Confidential Information upon the expiration of this Agreement or upon the termination of the project.

6. Right to Control the Data

The Parties agree that the authority and decision-making power regarding the processing of any Confidential Information, including full or partial copies of such information, shall remain with the Disclosing Party.

7. Intellectual Property Rights

This Agreement does not constitute a transfer or grant of any right—direct or indirect—to the Receiving Party concerning any patents, copyrights, registered or unregistered designs, trademarks, trade names, trade secrets, or any other intellectual property rights of the Disclosing Party which may exist in, appear in, or be embodied in the Confidential Information.

The Receiving Party, its authorized persons, and/or personnel shall not file for patents, trademarks, design registrations, or any intellectual property rights concerning the Confidential Information or any part thereof.

8. Rights of the Disclosing Party to Disclose and Use

The Disclosing Party represents and warrants that it has the right to disclose the Confidential Information to the Receiving Party and the right to authorize the use of such information for the purposes of this Agreement. However, the Disclosing Party

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

9. Breach of Agreement

If the Receiving Party breaches this Agreement or violates any provision herein, the Disclosing Party may immediately reclaim the confidential information without prior notice.

If such breach causes damage to the Disclosing Party, the Receiving Party shall compensate the Disclosing Party for all damages incurred.

10. Non-Transferability of Rights

Neither party may transfer its rights or obligations under this Agreement.

11. Severability

If any provision of this Agreement is deemed unlawful or unenforceable for any reason, such unlawfulness or unenforceability shall not affect the validity or enforceability of the remaining provisions.

12. Prohibition of Disclosure to the Public

The Receiving Party agrees to keep confidential all information relating to the execution of this Agreement, the terms of this Agreement, all related negotiations, and its purposes.

The Receiving Party shall not use or permit the use of the Disclosing Party's name in any advertisement or publicity or disclose any information without prior written approval from the Disclosing Party.

13. Relation to the Primary Agreement

This Agreement shall be deemed a part of the Primary Agreement.

Any breach of this Agreement shall be considered a breach of the Primary Agreement.

14. Indemnification and Remedies

14.1 If the Receiving Party, its representatives, and/or personnel breach any provision of this Agreement and cause damage to the Disclosing Party, the Receiving Party shall compensate the Disclosing Party for all damages and incurred expenses within thirty (30) days of receiving a written claim.

14.2 If the Disclosing Party initiates legal proceedings or is subject to legal action due to a breach by the Receiving Party, its representatives, and/or personnel, the Receiving Party shall bear all liability, damages, and expenses arising therefrom.

This clause does not affect the Disclosing Party's right to pursue additional compensation as permitted under this Agreement and by law.

15. Amendments

The Disclosing Party reserves the right to amend, modify, or cancel any provision of this Agreement without the prior consent of the Receiving Party.

The Receiving Party shall not be entitled to make any claims against the Disclosing Party regarding such changes.

16. Governing Law

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

17. Return, Deletion, or Destruction of Data

Upon completion or termination of the Primary Agreement for any reason, or upon the Disclosing Party's request, the Receiving Party shall return, delete, or destroy the confidential information in whatever form it is held, as instructed by the Disclosing Party.

18. Other Provisions

In cases where the Disclosing Party suspects that the Receiving Party, its representatives, and/or personnel have breached any terms or conditions of this Agreement, the burden of proof lies with the Receiving Party to demonstrate that no such breach has occurred.

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

Signed: **Disclosing Party**
(.....)

Signed: **Receiving Party**
(.....)

Witnessed by:
(.....)

Witnessed by:
(.....)