



## Memorandum of Agreement Dual Masters Arrangement

This Memorandum of Agreement (the “MOA”) is dated 21st August 2019

### Parties:

- 1) The University of Reading (an independent corporation with charitable status established by Royal Charter with number RC000665) of Whiteknights, PO Box 217, Reading, United Kingdom, RG6 6AH (UoR); and
- 2) Chiang Mai University of, 239 Huay Kaew Road, Muang District, Chiang Mai, Thailand, 50200 (CMU)

each a “Party” and together the “Parties”.

### 1. Background

- 1.1. The Parties agree to work together to enable students to undertake postgraduate study at both institutions in the form of a Dual Masters Arrangement (defined below).
- 1.2. Students will initially enrol on a Dual Masters Programme (the specific Masters programmes described further in Schedule 1) at either CMU or UoR for a period of 1 year. On successful completion of one year at CMU or UoR (as the case may be) as well as successful admission to the other Party, students will transfer to UoR or CMU as appropriate and complete the second year of the Dual Masters Arrangement (the specific Masters programmes described in Schedule 1) at the other Party. Upon successful completion of the UoR Masters Programme, students will receive a Masters award from UoR and upon successful completion of programmes at both UoR and CMU, students will receive a Masters award from CMU. Completion of all these steps will lead to completion of the Dual Masters Arrangement. Students have the option of completing their dissertation/final project at CMU from May of their second year, after completing their UoR exams. These students will receive distance supervision from UoR.

### 2. The Dual Masters Arrangement: recruitment and admissions

- 2.1. Each Party is responsible for informing registered and potential students of the opportunity of participating in the Dual Masters Arrangement and for facilitating visits for the other Party as part of the promotion of the arrangement.
- 2.2. Students wishing to participate in the Dual Masters Arrangement must either be officially enrolled on a CMU Masters Programme through the official admissions procedure of CMU if the first year of study is at CMU or, if the first year of study is to be at UoR, students must be officially enrolled on a UoR Masters Programme through the official admissions procedure of UoR.

- 2.3. In order to be enrolled by UoR on a UoR Masters Programme students will be required to achieve an IELTS score, or equivalent, as outlined on the applicable UoR Programme Specification (UoR Programme Specifications can be found here: <http://www.reading.ac.uk/progspecs/>) and:
  - 2.3.1. for students starting the first year of their Dual Masters Arrangement at UoR, they must have achieved an undergraduate upper second class honours degree in a pure or applied science or, for students from CMU, have achieved a 3.0 grade point average (GPA);
  - 2.3.2. for students commencing the second year of their Dual Masters Arrangement at UoR, they will be required to have successfully completed one year of the CMU Masters Programme (and for students commencing the second year of their Dual Masters Arrangement at CMU they will be required to have successfully completed one year of the UoR Masters Programme).
- 2.4. All students are to be considered for admission in line with the standard policy of each Party:
  - 2.4.1. For UoR: the Programme Specification and Admissions Policy<sup>1</sup> and UK Border Agency criteria.
  - 2.4.2. For CMU: Specification and Criteria is subject to Division of Food Science and Technology, Faculty of Agro-Industry.
- 2.5. The credits completed at UoR on a UoR Masters Programme will be recognised at CMU as the equivalent of one academic years' study or 90 ECTS credits.
- 2.6. To successfully complete the UoR Masters Programme, students should observe the requirements set out in the Programme Specification and UoR's rules and regulations (including UoR's Ordinances).
- 2.7. Each Party is responsible for informing the other Party of the students' results. Either CMU or UoR (as the case may be) is responsible for informing the other Party of the end of Year 1 Dual Masters Programme results as part of the admission process to Year 2 of the Dual Masters Programme.
- 2.8. Both Parties will be responsible for informing students that whilst studying at CMU they will be subject to CMU rules and regulations and whilst studying at UoR they will be subject to UoR rules and regulations.
- 2.9. Both Parties will provide support to students in completing the postgraduate application process for UoR. Both Parties will also provide students with academic guidance and support students in obtaining, at their own expense, on-campus accommodation, although on-campus accommodation cannot be guaranteed at UoR.
- 2.10. Both Parties will provide support to students in applying for entry clearance into the UK in compliance with the relevant national immigration formalities. Students will be required to cover the costs of obtaining entry clearance.
- 2.11. The management of each Party's programmes and its obligations under this MOA, including but not limited to recruitment, admissions, teaching, assessment, quality

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<sup>1</sup><http://www.reading.ac.uk/Study/admissions/admissions-policies.aspx>

assurance and awarding, shall remain the sole responsibility of each Party as outlined in their academic rules and regulations.

2.12. CMU and UoR will ensure that there is a designated representative and contact point to manage the operation of the Dual Masters Arrangement. At the time of signing, this will be as follows:

2.12.1 For UoR: Professor Keshavan Niranjana

2.12.2 For CMU: Associate Professor Noppol Leksawasdi

Any changes in the designated representative shall be communicated to the other Party promptly in writing.

### 3. Financial arrangements

3.1 CMU will be responsible for meeting all costs for providing the CMU Masters Programme and for collecting any applicable fees from students. Student fees for each academic year will be outlined here: [http://www.agro.cmu.ac.th/agro60/school/inter\\_fst.php](http://www.agro.cmu.ac.th/agro60/school/inter_fst.php).

3.2 UoR will be responsible for meeting all costs for providing the UoR Masters Programme at UoR and collecting any applicable fees from students. Student fees for each academic year will be outlined here: <http://www.reading.ac.uk/Study/fees/pg-feestable.aspx>.

3.3 Students on the Dual Masters Arrangement will be entitled to a 25% fee discount on the standard international tuition fee for the UoR Masters Programme.

3.4 Students will be responsible for meeting all their own costs for participating in the Double Masters Arrangement including: tuition, accommodation, travel, adequate travel and medical insurance and textbooks.

### 4. Term and Termination

4.1. The MOA shall commence on the date of signature by both parties (the later date if signed on different dates) and shall continue for a period of six years, at which point it can be renewed or will terminate automatically (Term).

4.2. During the last year of the Term, UoR will conduct a review of the arrangements described in this MoA. Subject to the agreement of both Parties, this MoA may be renewed for such further period and on such terms as the Parties may agree in writing.

4.3. Either Party may terminate this MoA at any time by giving the other Party no less than six months' prior written notice of such termination, provided that such termination notice may not expire before the end of the then current Academic Year (beginning on 1st September of any calendar year and ending on 31st August of the following calendar year).

4.4. Either party shall be entitled to terminate this MoA immediately by notice in writing to the other party in the event that the other party commits a material breach of any of the provisions of this MoA and, in the case of a breach capable of remedy, fails to remedy the same within twenty eight (28) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

4.5. Upon termination or expiry of this MOA for any reason, and unless the Parties otherwise agree in writing, each Party shall:

- 4.5.1. co-operate with the other Party to ensure so far as is reasonably possible that Students already enrolled on the Dual Master Arrangement are able to complete their studies;
  - 4.5.2. immediately discontinue the use of the other Party's name, trademark and any logo or insignia associated with the other Party, and its Intellectual Property, with the exception of those materials required to allow students already enrolled to complete the programme; and
  - 4.5.3. deliver to the other Party any stationery, literature, manuals, papers and other documents, items and materials relating to the Dual Masters Arrangement which are the property of the other Party.
- 4.6. Termination of this MOA shall not prejudice or affect the rights or remedies of either Party against the other in respect of any breach of this MOA.
- 4.7. All provisions which are expressed to survive the termination or expiry of this MOA shall continue in force and effect in accordance with their terms.

## 5. Data Protection

- 5.1. When transferring student personal data to each other pursuant to this MOA, the Parties agree to comply with their obligations as set out in Schedule 2 to this MoA.

## 6. Confidentiality

- 6.1. For the purposes of the MOA, "Confidential Information" shall mean confidential or sensitive commercial, financial, marketing, technical, or other information, know-how, Intellectual Property, or trade secrets relating to one of the Parties, in any form or medium, whether disclosed orally or in writing before or after the date of the MOA in relation to a potential collaboration, together with any reproductions of such information in any form or medium or any part thereof.
- 6.2. Neither Party will use or disclose the other Party's Confidential Information other than as permitted by the MOA or expressly agreed in writing by the disclosing Party.
- 6.3. A Party may use the other Party's Confidential Information strictly for the purposes of assessing the merits of a potential collaboration only and may disclose the other Party's Confidential Information only to those persons strictly necessary for the purpose of assessing the merits of a potential collaboration and provided it procures that the confidentiality obligations in the MOA are observed by (and that confidentiality agreements are in place with) all those that it discloses the other Party's Confidential Information to.
- 6.4. The provisions of this paragraph shall not apply to:
- 6.4.1. Any information that is in the public domain at the date of the MOA, or which subsequently comes into the public domain after the date of the MOA other than by breach of the MOA or other confidentiality agreement;
  - 6.4.2. Any information already in the possession of a Party at the date of the MOA other than under an obligation of confidentiality;
  - 6.4.3. Any information obtained without any obligation of confidence from a third Party that is not in breach of a confidentiality agreement with the disclosing Party; or

- 6.4.4. Is required to be disclosed under applicable law, or by order of a court, or other authority of competent jurisdiction (in which case the parties shall provide advance notice of each other prior to such disclosure).
- 6.5. These confidentiality provisions shall be deemed effective from the date of signature of the MOA by both Parties and shall remain in full force and effect without limit of period, subject to Clause 6.4.
- 6.6. Each Party shall notify the other Party immediately if it becomes aware of any disclosure in breach of the confidentiality obligations in the MOA and shall take all such steps as are reasonably necessary to prevent further disclosure.

## **7. Intellectual Property and marketing materials**

- 7.1. For the purposes of the MOA, “Intellectual Property” shall mean all patents, utility models, inventions, copyright and related rights, database rights, trademarks, service marks, business names, domain names, performer’s rights, rights in get-up, design rights, copyright and related rights, goodwill and the right to sue for passing off, know-how and trade secrets, and all other intellectual property rights anywhere in the world, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted such rights or forms of protection which subsist now or in the future in any part of the world.
- 7.2. Each Party will retain ownership of any Intellectual Property created, owned or controlled by it and used in the performance of its obligations under this MOA.
- 7.3. No licence or other permission is given by either Party to the other to use its Intellectual Property (including without limitation, its trade marks), unless expressly agreed otherwise in writing between the Parties.
- 7.4. Notwithstanding the above, the Parties may use the other’s trade marks in pre-approved marketing materials. Both Parties must submit any new or amended or not-previously approved marketing materials relating to the Double Masters Arrangement for pre-approval by the other Party. The contacts for this approval process will be:

7.4.1 For UoR - International Partnerships Team- [partnerships@reading.ac.uk](mailto:partnerships@reading.ac.uk)

7.4.2 For CMU - Technology Licensing Office (TLO), Research Administration Center, Chiang Mai University.

## **8. Anti-Bribery**

### **8.1 The Parties shall:**

- 8.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 8.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 8.1.3 have and shall maintain in place throughout the term of this MoA its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate;

- 8.1.4 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this MoA;
- 8.1.5 immediately notify the other Party (in writing) if a foreign public official becomes an officer or employee of its organisation or acquires a direct or indirect interest in its organisation, and warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this MOA.

## 9. Freedom of Information

- 9.1 CMU acknowledges that UoR is subject to the Freedom of Information Act 2000 ("FOIA"), the General Data Protection Regulations, the Data Protection Act 2018 and the Environmental Information Regulations 2004 ("EIR") and may have to release information in response to requests received under these statutory instruments.
- 9.2 CMU notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities Functions and on the management of Records (which are issued under sections 45 and 46 of the FIOA respectively), as may be amended, updated or replaced from time to time and the EIR. CMU will act in accordance with the FOIA and these Codes of Practice (and any other applicable codes of practice or guidance notified to OU from time to time) and the EIR to the extent that they apply to its performance under the Contract.
- 9.3 CMU agrees that:
  - 9.3.1 the provisions of this clause are subject to UoR's respective obligations and commitments under the above regimes and their respective Code of Practices;
  - 9.3.2 the decision on whether any exemption or exception applies to a request for disclosure of recorded information or what information is to be disclosed is a decision solely for UoR;
  - 9.3.3 CMU shall co-operate with UoR and shall respond within five (5) Working Days of any request by UoR for assistance in determining how to respond to a request for disclosure.

## 10. Liability and Indemnity

- 10.1. Each Party ("Indemnifying Party") shall at all times indemnify the other Party, its officers, employees, agents (the "Indemnified Party") and keep them indemnified against all losses, damages, costs or expenses and all other liabilities arising from:
  - 10.1.1 the death and/or personal injury of any person arising out of any breach by the Indemnifying Party of this MoA, or any other act or omission on the part of the Indemnifying Party;
  - 10.1.2 any claims by a third party against the Indemnified Party in connection with any breach by the Indemnifying Party of clause 5;
  - 10.1.3 any claims by a student against the Indemnified Party in respect of any breach by the Indemnifying Party of this MOA.
- 10.2 The Indemnifying Party shall not be liable under the indemnities referred to in Clause 10.1 to the extent that a claim or loss is cause or directly and materially contributed to by a default of the Indemnified Party.

10.3 Neither Party excludes or limits liability to the other Party for:

10.3.1 fraud or fraudulent misrepresentation;

10.3.2 death or personal injury caused by negligence;

10.3.3 any matter for which it would be unlawful for the Parties to exclude liability.

10.4 Subject to clause 10.3, neither Party shall be liable, whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for

10.4.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

10.4.2 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

10.4.3 any loss of liability (whether direct or indirect) under or in relation to any other contract.

10.5 Except for any liability under the indemnity given under Clause 10.1.1 or any liability arising under Clause 10.3 which will be unlimited, any liability under the indemnity in clause 10.1.2 which will be limited as stated in section 3 of Schedule 2 and any liability under the indemnity given in clause 10.1.3 which will be limited to £10 million, the Indemnifying Party's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this MoA or any collateral contract shall be limited to £1 million.

## 11. Entire Agreement

11.1 This MoA constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Each Party acknowledges that in entering into this MoA it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this MoA. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this MoA.

11.3 Nothing in this clause 11 shall limit or exclude the liability of either Party for fraud.

## 12. Additional matters

12.1 Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions.

12.2 Nothing in the MOA is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

- 12.3 The MOA is personal to the Parties and no Party shall assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under the MOA without the prior written consent of the other Party.
- 12.4 This MoA may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 12.5 Neither Party will be responsible to the other for any delay in performance or non-performance due to an event or occurrence which is outside its control provided the affected Party: (i) has promptly informed the other Party of the event, and (ii) undertakes to take all reasonable steps to mitigate the consequences of the force majeure event and resume the performance of its obligations as soon as practicable.
- 12.6 No one other than a party to this MOA will have any right to enforce any of its terms.
- 12.7 No failure or delay by a Party to exercise any right or remedy provided under this MoA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **13. Variation**

- 13.1 The Parties can agree to vary the terms of the MOA at any point provided such amendment is in writing, is stated to refer to this MOA and has been signed by both Parties.

### **14. Governing Law**

- 14.1 The courts of Thailand will be the exclusive forum for any court proceedings instigated by UoR and such courts will interpret this MoA in accordance with the laws of Thailand. The Courts of England and Wales shall be the exclusive forum for any court proceedings instigated by CMU and they will interpret this MoA in accordance with the laws of England and Wales.
- 14.2 If this MOA has been drawn up in two or more languages, in the event of any conflicts with respect to the interpretation thereof, the English language version of this MoA shall be the sole authoritative version.



EXECUTED as an agreement by the duly authorised representatives of the Parties.

Signed for and on behalf of The University of Reading

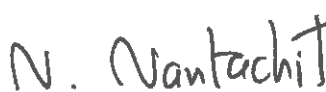


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Name and Job Title: Mr Vincenzo Raimo, Pro VC Global Engagement

Date: 21 August, 2019

Signed for and on behalf of Chiang Mai University



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Name and Job Title: Clinical Professor Niwes Nantachit, M.D., President

Date: June 24, 2019

## SCHEDULE 1

### **MASTERS PROGRAMMES COVERED BY THIS MOA**

#### **CMU Masters Programmes**

MSc Food Science and Technology (thesis only)

#### **UoR Master Programmes (full time study only)**

MSc Food Science

MSc Food Technology - Quality Assurance

## SCHEDULE 2 DATA PROTECTION

### 1. DEFINITIONS

In this Schedule 2 the following definitions shall apply:

<b>"Controller", "Processor" "Data Subject" and "Data Protection Officer"</b>	shall have the meaning given to those terms in the applicable Data Protection Laws;
<b>"Data Protection Laws"</b>	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the GDPR and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;
<b>"Data Processing Particulars"</b>	means, in relation to any Processing under this MoA:  (a) the subject matter and duration of the Processing;  (b) the nature and purpose of the Processing;  (c) the type of Personal Data being Processed; and  (d) the categories of Data Subjects;  as set out in Appendix A.
<b>"Data Subject Request"</b>	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
<b>"GDPR"</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
<b>"Good Industry Practice"</b>	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert provider of similar services to those being carried out under this MoA, such provider seeking to comply

	with its contractual obligations in full and complying with all applicable laws including the Data Protection Laws;
"ICO"	means the UK Information Commissioner's Office, or any successor or replacement body from time to time;
"ICO Correspondence"	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
"Losses"	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise but excluding any fines or penalties imposed on a Party by the ICO or any other Member State's regulator of Data Protection Laws;
Permitted Recipients"	means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in more detail in Appendix A ( <i>Data Processing Particulars</i> );
"Personal Data"	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this MoA, and for the purposes of this MoA includes Sensitive Personal Data (as such Personal Data is more particularly described in Appendix A ( <i>Data Processing Particulars</i> ));
"Personal Data Breach"	has the meaning set out in the Data Protection Laws and for the avoidance of doubt, includes a breach of Paragraph 2.2.2(e);
"Processing"	has the meaning set out in the Data Protection Laws (and "Process" and "Processed" shall be construed accordingly);
"Restricted Country"	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 45(1) of the GDPR (as applicable);
"Security Requirements"	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;

<b>"Sensitive Personal Data"</b>	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR;
<b>"Standard Contractual Clauses"</b>	means the Standard Contractual Clauses approved by the European Commission for transfers from Controllers in the European Economic Area to Controllers outside the European Economic Area as updated and/or amended from time to time and in their current form attached as Appendix B ( <i>Standard Contractual Clauses (controller to controller transfers)</i> ) to this MoA. For the avoidance of doubt, the Standard Contractual Clauses shall not be incorporated into this MoA and shall be considered and interpreted separate to and independent of this MoA.
<b>"Third Party Request"</b>	means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.

## 2. DATA PROTECTION

### 2.1 Nature of the Processing

2.1.1 The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this MoA will be as follows:

- (a) the Parties shall each Process the Personal Data;
- (b) each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:
  - (i) UoR shall be a Controller where it is Processing Personal Data in relation to the provision of the Dual Masters Arrangement; and
  - (ii) CMU shall be a Controller where it is Processing Personal Data in relation to the provision of the Dual Masters Arrangement.
- (c) Notwithstanding Paragraph 2.1.1(b), if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Paragraph 2.2.2(e) where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

2.1.2 Each of the Parties acknowledges and agrees that Appendix A (*Data Processing Particulars*) to this MoA is an accurate description of the Data Processing Particulars.

2.1.3 Each of the Parties acknowledges that:

- (a) the Data Protection Officer for UoR is: Rebecca Daniells, Information Management and Policy Services, PO Box 217, Whiteknights, Reading RG6 6AH; [imps@reading.ac.uk](mailto:imps@reading.ac.uk); and
- (b) the Data Protection Officer for CMU is: Graduate School, Chiang Mai University, 239 Huay Kaew Rd., Muang District, Chiang Mai, Thailand 50020; [pr.grad@cmu.ac.th](mailto:pr.grad@cmu.ac.th)

## 2.2 Data Controller Obligations

2.2.1 Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.

2.2.2 Without limiting the generality of the obligation set out in Paragraph 2.2.1, in particular, each Party shall:

- (a) where required to do so make due notification to the ICO;
- (b) ensure it is not subject to any prohibition or restriction which would:
  - (i) prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this MoA;
  - (ii) prevent or restrict it from granting the other Party access to the Personal Data as required under this MoA; or
  - (iii) prevent or restrict either Party from Processing the Personal Data, as envisaged under this MoA;
- (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this MoA in accordance with the Data Protection Laws;
- (d) use reasonable endeavours to provide Personal Data to the other Party that is accurate and up to date;
- (e) ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements and where requested provide to the other Party evidence of its compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request;
- (f) notify the other Party promptly, and in any event within 5 Working Days hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this MoA and together

with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Paragraph 2.2.2(f), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;

- (g) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- (h) notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
  - (i) implement any measures necessary to restore the security of compromised Personal Data; and
  - (ii) support the other Party to make any required notifications to the ICO and/or other equivalent relevant regulator and affected Data Subjects;
- (i) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- (j) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
- (k) not transfer any Personal Data it is processing to a Restricted Country;
- (l) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;
- (m) at the other Party's option or direction, arrange for the prompt and safe return and/or secure permanent destruction (in accordance with Good Industry Practice) of all Personal Data, together with all copies in its possession or control within 14 days and, where requested by the other Party certify that such destruction has taken place.

### 2.3 Transfer of Personal Data to a Restricted Country

Notwithstanding the generality of Paragraph 2.2.2(k), the Parties acknowledge and agree that to the extent UoR transfers the Personal Data to CMU, it shall be transferring the Personal Data to a Restricted Country. In respect of this transfer UoR and CMU shall enter into the Standard Contractual Clauses, as set out at Appendix B (*Standard Contractual Clauses (controller to controller transfers)*) to this MoA, on the date of this MoA, however, such clauses shall not be incorporated into this MoA and shall be considered and interpreted separate to and independent of this MoA.

### 3. INDEMNITY

- 3.1 Both Parties shall indemnify on demand and keep indemnified the other Party from and against all and any Losses that are sustained, suffered or incurred by, awarded against the other Party to the extent arising from the first Party's breach of its obligations under this Schedule 2 (Data Protection) and/or failure to comply with the Data Protection Laws, including, in particular all Losses resulting from:
- 3.1.1 the costs of an investigative, corrective or compensatory action required by the ICO, or the defence of a proposed or actual enforcement taken by the ICO; and
  - 3.1.2 any Losses suffered or incurred by or awarded against the other Party pursuant to a claim, action or challenge made by a third party to or against the other Party (including by a Data Subject); and
- 3.2 Save in the case of death or personal injury cause by a Party's negligence or for any other liability which cannot be lawfully limited or excluded, the Parties' aggregate liability under this Schedule 2 (Data Protection) shall be limited to £5,000,000.
- 3.3 For the avoidance of doubt, this limit on liability shall not apply to any fines or penalties imposed on a Party by the ICO, liability for which shall remain uncapped.



## Appendix A

### Data Protection Particulars

<p><b>The subject matter and duration of the Processing</b></p>	<p>The subject matter of the Processing is the Processing of Personal Data in relation to the provision of the Dual Masters Arrangement at the respective institutions of the Parties. The Parties will share the Personal Data in relation to Students and prospective Students, in respect of which each Party is the Controller. The Data Controllers will Process the Personal Data for the duration of this MOA or as otherwise specified in the data protection provisions.</p>
<p><b>The nature and purpose of the Processing</b></p>	<p>The nature of the Processing is the sharing of the student Personal Data between Data Controllers.</p> <p>UoR as Data Controller:</p> <p>UoR will assess a Student's suitability for participation in the Dual Masters Arrangement, the administration of the Dual Masters Arrangement, the monitoring and assessment of the Student's academic progress and achievements, together with the support of the Student's health, safety and welfare requirements, pastoral support, accommodation services, compliance with rules and regulations, immigration and financial information and monitoring and delivery of UoR's responsibilities in respect of equalities legislation.</p> <p>CMU as Data Controller:</p> <p>CMU will assess a Student's suitability for participation in the Dual Masters Arrangement, the administration of the Dual Masters Arrangement, the monitoring and assessment of the Student's academic progress and achievements, together with the support of the Student's health, safety and welfare requirements, pastoral support, accommodation services, compliance with rules and regulations, immigration and financial information and monitoring and delivery of the CMU's responsibilities in respect of equalities legislation.</p>
<p><b>The type of Personal Data being Processed</b></p>	<p>Name</p> <p>Data of Birth/Age</p>

	<p><b>Postal Address(es)</b> (to include postcodes)</p> <p><b>Contact telephone(s)</b></p> <p><b>Email address(es)</b></p> <p><b>Unique Identifiers</b> (to include: Student ID numbers, Staff ID numbers, Passport numbers, NHS numbers, National Insurance numbers, ORCID's, unique research participant ID numbers, Unique applicant ID numbers, vehicle reg, driving licence numbers)</p> <p><b>Images of individuals, including CCTV, photos</b></p> <p><b>Location Data</b> (to include any GPS tracking data)</p> <p><b>Economic/financial data</b> (relating to an identifiable individual)</p> <p><b>Educational records</b> including but not limited to records held by the Parties and other education providers</p> <p><b>Counselling records</b></p> <p><b>Pastoral records, including Extenuating Circumstances Forms</b></p> <p><b>Disciplinary records</b></p> <p><b>Employment records to include CV's, references</b></p> <p><b>Nationality/Domicile</b></p> <p><b>Ethnicity</b></p> <p><b>Mental Health</b> (status, medical records conditions, to include disability)</p> <p><b>Physical Health</b> (status, medical records conditions, to include disability)</p> <p><b>Biometric data</b> (such as facial image or fingerprint data)</p> <p><b>Criminal Convictions and offences</b> (to include alleged offences and convictions)</p>
<p><b>The categories of Data Subjects</b></p>	<p><b>UoR Staff</b> (to include contractors, volunteers, interns, placements, visiting staff, anyone</p>

	<p>working on behalf of or for UoR, including students)</p> <p><b>CMU Staff</b> (to include contractors, volunteers, interns, placements, visiting staff, anyone working on behalf of or for CMU, including Students)</p> <p><b>Students</b> (to include past, present, prospective, home and abroad on any course of study)</p>
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## Appendix B

### Standard Contractual Clauses (*Controller to Controller transfers*)

Commission Decision C(2004)5721

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

Between

The data exporter:

Name of the data exporting organisation	University of Reading
Address	Whiteknights, PO Box 217, READING, Berkshire, RG6 6AH, United Kingdom
Tel.:	+ 44 (0)118 837 8531
Fax:	+44 (0)118 987 4062
E-mail	r.j.messer@reading.ac.uk

And

The data importer:

Name of the data importing organisation	Chiang Mai University
Address	239 Huay Kaew Road, Muang District, Chiang Mai, Thailand, 50200
Tel.:	+66 (0) (53 942 405-6)
Fax:	+66 (0) (53 942 406)
E-mail	<a href="mailto:supalucsana.l@cmu.ac.th">supalucsana.l@cmu.ac.th</a> (Graduate School Secretary) <a href="mailto:pannee.lee@cmu.ac.th">pannee.lee@cmu.ac.th</a> (Head of General Administrative Section)

each a “party”; together “the parties”.

#### Definitions

For the purposes of the clauses:

- a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) “the data exporter” shall mean the controller who transfers the personal data;
- c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

#### **I. Obligations of the data exporter**

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

#### **II. Obligations of the data importer**

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- h) It will process the personal data, at its option, in accordance with:
  - i. the data protection laws of the country in which the data exporter is established, or
  - ii. the relevant provisions<sup>2</sup> of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data<sup>3</sup>, or
  - iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects from the above: [ iii ]

Initials of data importer: Supalaksana L;

- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

<sup>2</sup> "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

<sup>3</sup> However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

- i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
- ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
- iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
- iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

### **III. Liability and third party rights**

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

### **IV. Law applicable to the clauses**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

### **V. Resolution of disputes with data subjects or the authority**

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings,

the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

## VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

- b) In the event that:

- i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
- ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
- iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
- v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.




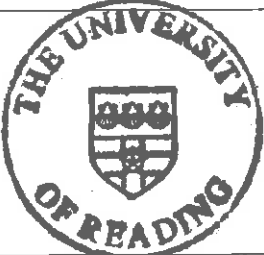
**VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.



**VIII. Description of the Transfer**

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause 1(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

**On behalf of the data exporter:**

Name (in full)	Dr R. J. Messer
Position	Chief Strategy Officer and University Secretary
Address	Whiteknights, PO Box 217, READING, Berkshire, RG6 6AH, United Kingdom
Signature	
Stamp of organisation	

**On behalf of the data importer:**

Name (in full)	Dr. Supalucsana Lomlai
Position	Graduate School Secretary
Address	239 Huay Kaew Road, Muang District, Chiang Mai, Thailand, 50200
Signature	 June 13, 2019
Stamp of organisation	

## ANNEX A

### DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.

8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

- a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
- ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

- b) where otherwise provided by the law of the data exporter.

**ANNEX B DESCRIPTION OF THE  
TRANSFER (To be completed by  
the parties)**

**Data subjects**

The personal data transferred concern the following categories of data subjects:

**UoR Staff** (to include contractors, volunteers, interns, placements, visiting staff, anyone working on behalf of or for UoR, including students)

**CMU Staff** (to include contractors, volunteers, interns, placements, visiting staff, anyone working on behalf of or for CMU, including students)

**Students** (to include past, present, prospective, home and abroad on any course of study)

**Purpose(s) of the transfers**

The transfer is made for the following purposes:

For the operation of the Dual Masters Arrangement at the respective institutions of the Parties.

**Categories of data**

The personal data transferred concern the following categories of data:

**Name**

**Data of Birth/Age**

**Postal Address(es)** (to include postcodes)

**Contact telephone(s)**

**Email address(es)**

**Unique Identifiers** (to include: Student ID numbers, Staff ID numbers, Passport numbers, NHS numbers, National Insurance numbers, ORCID's, unique research participant ID numbers, Unique applicant ID numbers, vehicle reg, driving licence numbers)

**Images of individuals, including CCTV, photos Location Data**

(to include any GPS tracking data) **Economic/financial data**

(relating to an identifiable individual)

**Educational records** including but not limited to records held by the Parties and other education providers

**Counselling records**

**Pastoral records, including Extenuating Circumstances Forms**

**Disciplinary records**

**Employment records to include CV's, references**

**Nationality/Domicile**

**Ethnicity**

**Mental Health** (status, medical records conditions, to include disability)

**Physical Health** (status, medical records conditions, to include disability)

**Biometric data** (such as facial image or fingerprint data)

**Criminal Convictions and offences** (to include alleged offences and convictions)

### **Recipients**

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Academic and administrative staff of the Parties

### **Sensitive data** (if appropriate)

The personal data transferred concern the following categories of sensitive data:

**Ethnicity**

**Mental Health** (status, medical records conditions, to include disability)

**Physical Health** (status, medical records conditions, to include disability)

**Biometric data** (such as facial image or fingerprint data)

### **Data protection registration information of the data exporter** (where applicable)

### **Additional useful information** (storage limits and other relevant information)

The personal data transferred concern the following special categories of data (please specify):

#### Contact points for data protection enquiries

##### **DATA EXPORTER**

Rebecca Daniells  
Data Protection Officer  
IMPS, Room 221 Whiteknights House  
University of Reading  
Reading, RG6 6AH  
[imps@reading.ac.uk](mailto:imps@reading.ac.uk)  
+44 (0)118 378 8981

##### **DATA IMPORTER**

Graduate School,  
Chiang Mai University  
239, Huay Kaew Road, Muang District,  
Chiang Mai, Thailand 50200  
[supalucsana@cmu.ac.th](mailto:supalucsana@cmu.ac.th)  
[pannee.lee@cmu.ac.th](mailto:pannee.lee@cmu.ac.th)  
+66 (0) 53 942 405-6