

St Joseph's Institution International School Malaysia

*Enabling youth to learn and to learn how to live, empowering
them to become people of integrity and people for others.*



Data Protection and Consent Policy

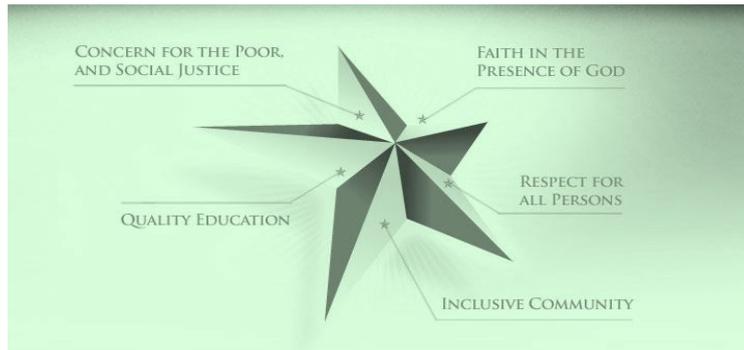
Signed: _____ Elementary School Principal

Signed: _____ High School Principal

Date of Policy: 8/16

Date of Review: 9/16, 9/17

This policy is written in the spirit of putting into practice our Lasallian core values



Background

The Personal Data Protection Act - 2010 (PDP Act) establishes a data protection law that comprises various rules governing the collection, use, disclosure and care of personal data. It recognises both the rights of individuals to protect their personal data, including rights of access and correction, and the needs of organisations to collect, use or disclose personal data for legitimate and reasonable purposes.

The PDP Act takes into account the following concepts:

Consent - Organisations may collect, use or disclose personal data only with the individual's knowledge and consent (with some exceptions);

Purpose - Organisations may collect, use or disclose personal data in an appropriate manner for the circumstances, and only if they have informed the individual of purposes for the collection, use or disclosure; and

Reasonableness - Organisations may collect, use or disclose personal data only for purposes that would be considered appropriate to a reasonable person in the given circumstances.

Consent

For the purposes of school students, it is reasonable and accepted that parental consent is sufficient. In addition to parents, we will also need to get explicit permission from staff (any adult who we store data on) in order to use their data as an employer.

Parental Consent Clause

The school will collect and use personal data about you and your child in accordance with the Personal Data Protection Act - 2010. You consent to us using such personal data as set out in the school's 'Data Protection Policy' which is available on the school's website and may be amended from time to time and where otherwise reasonably necessary for the school to provide appropriate services.

Staff Consent Clause

The school will collect and use personal data about you in accordance with the Personal Data Protection Act - 2010. You consent to us using such personal data as set out in the school's 'Data Protection Policy' which is available on the school's website and may be amended from time to time and where otherwise reasonably necessary for the school to provide you employment.

Data Protection Policy

The school collects and uses personal data about staff, students and families in accordance with the Personal Data Protection Act - 2010 and other relevant laws and requirements on private education institutions in Malaysia.

Personal Data Collected by the School

The School may process a wide range of personal data about individuals including current, past and prospective students, their parents and our staff members, as part of its operation. For examples of **Types of Data Processed by the School**, see **Appendix 1**.

Use of Personal Data by the School

The school will use (and where appropriate share with third parties) personal data about individuals for a number of purposes as part of its operations. For examples of **Uses of Personal Data by the School**, see **Appendix 2**.

Contracts and Sharing of Data with Third Parties

Personal data is shared as necessary with third-party organisations to provide extended services to the School. The school will only share data for the purposes of eliciting a necessary service from these third-party organisations and not for commercial gain.

Some examples of these services may include, but are not limited to, catering, transport, medical, travel and online services. In particular, the school:

- a) May make available information to any internal organisation or society set up for the purpose of maintaining contact with students or for administration, fundraising, marketing or promotional purposes relating to the school, e.g. alumni. The school will remain as the data controller and this policy will govern data usage.
- b) May make use of photographs, videos or sound recordings of students in school publications, the school website and other official school communication channels.
- c) Ensure photographs, videos or sound recordings of students will not be used in publicity campaigns placed with external media outlets, without the express permission of the relevant family.
- d) May make personal data, including sensitive personal data, available to staff for planning activities and trips, both in and outside of Malaysia.
- e) May retain and use personal data after a student has graduated to provide references, educational history and alumni services consistent with an independent school environment.

Where possible, the School will sign explicit contracts with third-party organisations, in order to ensure that the organisation is using the data purely for the intended purpose of providing the required service and that it is taking appropriate precautions to safeguard the data.

For further information on the data use, security, retention, correctness and liability, see **Appendix 3 - Contracts with Third Parties**.

In some instances (i.e. for online services provided by companies outside of Malaysia), explicit signed contracts do not exist. In these instances, the school will ensure that the terms and conditions of the service include clauses that:

- a) the school remains the owner of the data.
- b) the service provider is not entitled to use any data held on its service for any purpose other than to provide the required service.
- c) the service provider is taking reasonable precautions to ensure the security of the data once the school terminates its agreement with the service provider.
- d) that any and all data held will be deleted and not used for any other purpose.

G-Suite for Education and Data Storage

G-Suite for Education is used by all stakeholders at SJIIM. The G-Suite provides online access and storage for teaching and learning tools to be used by teacher and students within an encrypted domain issued to the school by Google. All data is protected by industry standard encryption and will be stored in the Google cloud servers.

With reference to the Personal Data Protection Act 2010, the use of the G-Suite by the stakeholders abides by Paragraph 129, Section 3. No personal data is kept in the Google cloud, all demographic data is stored in the School's information management system, (ISAMS).

Use of Closed Circuit Television (CCTV) and Recording

The School uses CCTV on its premises purely to ensure the safety of our community and the security of our School. On occasion the School may be legally required to share images with the Police or other law enforcement agencies if requested. Care is taken in the location of the CCTV, to ensure that it does not intrude unreasonably on students' privacy.

In addition, the School may also record practical activities, as required by some Examination Boards.

Publication of Exam Results

The publication of examination results by schools, colleges and universities is a common and accepted practice. Many students enjoy seeing their name in print and the PDP Act does not stop this happening. However, the PDP Act does mean that the School has to act fairly when publishing results, and where people have concerns about their or their child's information being published, the School must take those concerns seriously.

This means that the School should make sure that all students and their parents or guardians are aware as early as possible whether examination results will be made public and how this will be done. This information will be repeated at regular intervals, (e.g. at the start of each School year or examination term).

In general, because the School has a legitimate interest in publishing examination results, the consent of students and their parents or guardians to do so, is not required. However, as the School would not wish to cause distress or harm, the School will consider carefully any objections lodged by students or their parents or guardians.

Keeping in Touch and Supporting the School

The School will use the contact details of parents, alumni and other members of the School community to keep them updated about the activities of the School, including by sending updates and newsletters, by email. Unless the relevant individual objects, the School may also:

Share personal data about parents and/or alumni, as appropriate, with organisations set up to help establish and maintain relationships with the School community, such as the St. Joseph's Institution International Malaysia - Alumni Association (SJIIM-AA) and the Lasallian Asian Partnerships for International Schools (LAPIS).

- Contact parents and/or alumni (including via the organisations above) by email, in order to promote and raise funds for the School and, where appropriate, other worthy causes;
- Collect information from publically available sources about parents' and former students' achievements, occupations and activities, in order to maximise the School's fundraising potential.

We may, from time to time, send you information about events and activities consistent with the School's aims and mission, including to promote the Lasallian Foundation. Should you wish to limit or object to any such use, or would like further information about them, please contact the Assistant Principal in writing.

All societies and foundations are data controllers. As such, in respect of the personal data they receive, they too must comply with the PDP Act.

Data Accuracy

The School will endeavour to ensure that all personal data held, in relation to an individual, is as up to date and accurate as possible. Individuals must notify the Assistant Principal of any changes to information held about them.

Data Security

The School will take appropriate technical and organisational steps to ensure the security of personal data about individuals. The school undertakes to:

- a) implement appropriate security measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular when the

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processing of data involves the transmission or storage on or within a network.

- b) notify data subjects about any accidental or unauthorised access of their data that may lead to damage or harm.

All staff will be made aware of this policy and their duties under the PDP Act

Data Retention

The School will retain data for as long as is deemed necessary (i.e. up to 7 years from the time a student leaves the School), to provide the services outlined above.

The School will also keep backup copies, which will not be accessible, save in the case where the court makes an order, a search warrant is executed or in other exceptional circumstances which will be considered by the Assistant Principal and the Principal of the School on a case by case basis. In all cases, the Act will be complied with. The school reserves the right to seek legal advice and consultation, in appropriate circumstances.

Right of Access and Correction

Individuals have a right to see their personal data, which the School holds (subject to the exemptions listed below), and to request for data to be corrected if it is incorrect.

Individuals can access the majority of their personal data held about them via the school's online information management system (ISAMS). Much of this data is also editable by families in the same location.

To request for data to be changed that you do not have edit rights to, please contact:

helpdesk@sj-international.edu.my

To request access to other data please contact the Principal of the relevant school with details of the data that you would like to see and your reasons. The School will endeavour to respond to any such written requests (known as 'subject access requests') as soon as is reasonably practicable and in any event within three working days. The response may be to decline the request with reasons or to provide a time scale in which the data will be supplied. The school may charge an administration fee of up to 50 MYR for providing this information.

Students can make subject access requests for their own personal data, provided that, in the reasonable opinion of the School, they have sufficient maturity to understand the request they are making. Students aged 12 or over are generally assumed to have this level of maturity, although this will depend on both the child and the personal data requested. All subject access requests from students will be considered on a case by case basis.

An individual with parental responsibility will generally be expected to make a subject access request on behalf of younger students. A student of any age may ask a parent or other representative to make a subject access request on his/her behalf.

The School will not comply with a subject access request, if it is not obliged to do so under the PDP Act.

Exemptions to Right of Access

Certain data is exempt from the right of access under the PDP Act. This may include information which identifies other individuals, or information which is subject to legal professional privilege. Therefore, the School retains the right to refuse access to:

- Opinion data kept for evaluative purposes;
- Examination papers or the results of examinations;
- References written to support a student's application to other educational institutions/courses;
- References written to support the training or employment of any individual;
- Data or material that provides personal data about other individuals, in contravention of this policy or the PDP Act.

Whose Rights

The rights under the PDP Act belong to the individual to whom the data relates. However, the School will in most cases rely on parental consent to process personal data relating to students (if consent is required under the PDP Act) unless, given the nature of the processing in question, and the student's age and understanding, it is more appropriate to rely on the student's consent. Parents should be aware that in such situations, they may not be consulted.

In general, the School will assume that students consent to disclosure of their personal data to their parents, e.g. for the purposes of keeping parents informed about the student's activities, progress and behaviour, and in the interests of the student's welfare, unless, in the School's opinion, there is a good reason to do otherwise.

However, where a student seeks to raise concerns confidentially with a member of staff and expressly withholds their agreement to their personal data being disclosed to their parents, the School will maintain confidentiality unless, in the School's opinion, there is a good reason to do otherwise; for example, where the School believes disclosure will be in the best interests of the student or other students.

Students are required to respect the personal data and privacy of others, and to comply with the School's Acceptable Use Policy and the School Rules.

Point of Contact

In the event of any queries or feedback in relation to data protection, please contact:
helpdesk@sj-international.edu.my

Consent

To ensure that SJIIM can offer an exceptional education to its students, it will, on occasion share personal data for the purposes of advancement and business practice. SJIIM subscribes to the provisions of the Malaysian Personal Data Protection Act of 2010. Those who wish to decline SJIIM's use of their data can write to:
helpdesk@sj-international.edu.my

Queries and Complaints

Any comments or queries on this policy should be directed to the Assistant Principal by emailing
lindachng@sj-international.edu.my

If an individual believes that the School has not complied with this policy or acted otherwise than in accordance with the Act, they should utilise the School Complaints Procedure and should also notify the Assistant Principal.

Appendix 1: Types of Data Processed by the School

The School may process the following personal data about individuals...

- names, addresses, telephone numbers, e-mail addresses and other contact details;
- bank details and other financial information, e.g. about parents who pay fees to the School;
- past, present and prospective students' academic, disciplinary, admissions and attendance records (including information about any special needs), and examination scripts and results;
- where appropriate, information about individuals' health, and contact details for their next of kin;
- references given or received by the School about students, and information provided by previous educational establishments and/or other professionals or organisations working with students; and
- images of students (and occasionally other individuals) engaging in school activities, and images captured by the School (in accordance with the school's policy on taking, storing and using images of children);
- Generally, the School receives personal data from the individual directly (or, in the case of students, from parents). However, in some cases personal data may be supplied by third parties (for example another school, or other professionals or authorities working with that individual), or collected from publicly available resources.
- The school may, from time to time, need to process "sensitive personal data" regarding individuals. Sensitive personal data includes information about an individual's physical or mental health, race or ethnic origin, political or religious beliefs or criminal records and proceedings. Sensitive personal data is entitled to special protection under the Act, and will only be processed by the School with the explicit consent of the appropriate individual, or as otherwise permitted by the Act.

Please note that his list is not exhaustive.

Appendix 2: Uses of Personal Data by the School

The school may use personal data about individuals in the following way...

- For the purposes of student selection and to confirm the identity of prospective students and their parents;
- To provide education services (including for those with Special Educational Needs and Disabilities), career services, and co-curricular activities to students; monitoring students' progress and educational needs; and maintaining relationships with alumni and the School community;
- For the purposes of management planning and forecasting, research and statistical analysis, and to enable the relevant authorities to monitor the School's performance;
- To make use of limited personal data (such as contact details) relating to students, their parents or guardians for fundraising, marketing or promotional purposes and to maintain relationships with students of the school.
- To give and receive information and references about past, current and prospective students, including relating to outstanding fees or payment history, to/from any educational institution that the student attended or where it is proposed they attend; and to provide references to potential employers of past students;
- To enable students to take part in national or other assessments, and to publish the results of public examinations or other achievements of students of the School and to enable students to receive direct confirmation of their own examination results;
- To safeguard students' welfare and provide appropriate pastoral (and where necessary, medical, dental and optical) care, and to take appropriate action in the event of an emergency or accident, including by disclosing details of an individual's medical condition where it is in the individual's interests to do so, for example for medical advice, insurance purposes or to organisers of school trips;
- where otherwise required by central or local government, for example for completion of Ministry of Education documentation.
- To monitor (as appropriate) use of the School's IT and communications systems in accordance with the school's Acceptable Use Policies;
- To make use of photographic images of students in school publications, on the School website and (where appropriate) on the School's social media channels in accordance with the School's policy on taking, storing and using images of children;
- For security purposes, to prevent or detect crime and for regulatory and legal purposes (for example child protection and health and safety) and to comply with its legal obligations; and
- Where otherwise reasonably necessary for the school's purposes, including to obtain appropriate professional advice and insurance for the School.

Please note that his list is not exhaustive.

Appendix 3 - Contracts with Third Parties

When signing contracts with any third-party organisations that the school will share personal data, with the contract should include the following clauses or entries to the same effect.

The school collects and uses personal data about staff, students and families in accordance with the Personal Data Protection Act - 2010 and other relevant laws and requirements on private education institutions in Malaysia.

As a result of the provision of your obligations under this agreement, you may have access to personal data about the school's employees, students, parents and/or other contacts. You must

(and must ensure that your employees, agents, subcontractors and representatives will) keep all such data secure and protected against improper disclosure or use as detailed in this agreement.

Definitions:

- a) 'Personal data' shall refer to data, whether true or not, about an individual who can be identified from that data; or from that data and other information to which the organisation has or is likely to have access and all other data deemed protected under the Personal Data Protection Act 2010;
- b) 'PDP Act' shall mean the personal Data Protection Act (2010);
- c) 'the school' shall mean the entity who transfers the data to be used;
- d) 'the company' shall mean the processor who agrees to accept the school's personal data

intended for processing and use in accordance with this agreement.

1. Data Use

The company agrees and warrants:

- a) that any personal data shared by the school or collected by the company as a result of providing the services covered in this agreement will be used solely for the purposes of providing the service detailed in this agreement;
- b) that no personal data collected or shared will be used to offer or solicit further services from the individuals concerned;
- c) to process the personal data only on behalf of the school and in compliance with its instructions;
- d) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law and do not violate the relevant laws of Malaysia in which the school resides;
- e) that it shall promptly notify the school about any request for disclosure received directly from any authority or individual.

2. Data Security

The company agrees and warrants:

- a) to implement appropriate security measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular when the processing of data involves the transmission or storage on or within a network;
- b) that it shall promptly notify the school about any accidental or unauthorised access of the data, or any loss of the data whether leading to unauthorised access or not.

3. Data Retention - Obligations After the Termination of Contract or Services

The company agrees and warrants:

- a) that on the termination of the contract or services that required data processing services, that the company shall, at the request of the school transfer all the data transferred and copies thereof to the data exporter or shall destroy all the personal data and certify that he has done so, unless legislation imposed on the data importer prevents him from returning or destroying all or part of the data transferred. In that case, the company warrants that he will guarantee the confidentiality of the personal data and will not actively process the personal data transferred anymore. Once the legal requirement for retention has passed the company warrants that it will destroy all data retained.

4. Data Correctness and Right of Correction

The company agrees and warrants:

- a) to provide the school on request all the personal details of individuals that have been collected as the result of this agreement and to amend or delete such data on request within the lifetime of the agreement.

5. Liability

- a) The parties agree that if one party is held liable for a violation of the clauses committed by the other party in contravention of the PDP Act, the latter will, to the extent he is liable, indemnify the first party from any cost, charge, damages, expenses or losses it has incurred.