

KOLEJ POLY-TECH MARA SDN. BHD.

PERSONAL DATA PROTECTION NOTICE

1 INTRODUCTION

- 1.1 Kolej Poly-Tech MARA Sdn Bhd (KPTMSB) and all higher education institutions managed or had been managed by KPTMSB, respect and committed in protecting your personal data and privacy.
- 1.2 In complying with the Personal Data Protection Act 2010 (PDPA), this Personal Data Protection Notice (this Notice) explain type of information we collect and how we process/handle such information.
- 1.3 Please note that KPTMSB may amend this Notice at any time without prior notice and we will notify you of any such amendment via our website.
- 1.4 Higher education institutions that are managed by KPTMSB are: -
 - a) Kolej University Poly-Tech MARA Kuala Lumpur.
 - b) Kolej Poly-Tech MARA Bangi, Selangor.
 - c) Kolej Poly-Tech MARA Kuantan, Pahang.
 - d) Kolej Poly-Tech MARA Batu Pahat, Johor.
 - e) Kolej Poly-Tech MARA Alor Setar, Kedah.
 - f) Kolej Poly-Tech MARA Ipoh, Perak.
 - g) Kolej Poly-Tech MARA Kota Bharu, Kelantan.
- 1.5 Higher education institutions that had been managed by KPTMSB were: -
 - a) Kolej Poly-Tech MARA Semporna, Sabah.
 - b) Kolej KPTM KESEDAR, Gua Musang, Kelantan.
 - c) Akademi Keusahawanan KPTM Bera, Pahang.

2 TYPE OF PERSONAL DATA COLLECTED

Type of personal data collected are:-

2.1 Student and potential student;

Name, I/C Number, Date of Birth, Place of Birth, Religion/Religious belief, Race, Gender, Student ID, Address, Nationality, Phone Number, Email Address, Bank Account Number, Medical Information i.e. blood type, allergies, medical history etc, Academic Information and Closed-Circuit Television (CCTV) and security recording, images (including photograph).

2.2 Mother, Father or Guardian of student or potential Student

Name, I/C Number, Date of Birth, Place of Birth, Religion/Religious belief, Race, Gender, Address, Nationality, Phone Number, Email Address and Closed-Circuit Television (CCTV) and security recording and images (including photograph).

2.3 Vendor, service provider, supplier, contractor

Name of Directors, Name of Shareholders, Phone Number, Fax Number, Address, Email Address, Registration Number (Companies Commission of Malaysia), Registration Number (Ministry of Finance), Registration Number (Contractor Service Center) Closed Circuit Television (CCTV) and security recording and images (including photograph).

2.4 Employee or potential employee

Name, I/C Number, Date of Birth, Place of Birth, Address, Religion/Religious belief, Race, Gender, Nationality, Phone Number, Email Address, Academic Information, Medical Information i.e. blood type, allergies, medical history etc, Marital Status, Children name, Siblings' name, Spouse name, Spouse I/C, Spouse Address, Bank Account Number, Employee Provident Fund Number, Inland Revenue Board Number, Social Security Organisation (SOCSO) Number, Closed Circuit Television (CCTV) and security recording and images (including photograph).

2.5 Employee or potential employee parent or Guardian

Name, I/C Number, Race, Phone Number, Address, Religion/Religious belief, Closed Circuit Television (CCTV) and security recording and images (including photograph)

3 PURPOSES OF COLLECTING PERSONAL DATA

Purposes for collecting personal data are: -

3.1 For student and potential student;

- (a) to process the application for admission and thereafter to ensure continuous provision of academic and educational services (including recording the details of studies) and determining the academic achievements;
- (b) to assists in obtaining sponsor;
- (c) to provide ancillary services such as visa application and insurance coverage throughout the tenure of studies;
- (d) to assists in placements, internships or attachments with third parties;

- (e) to administer and communicate in relations to the tuition fees, outstanding payment, and other relevant payments;
- (f) to manage the use of the facilities such as libraries, hostels, computing facilities and graduations;
- (g) to gather evidence for disciplinary action or punishment;
- (h) to conduct internal marketing analysis and analysis of student pattern and choice;
- (j) to comply with KPTMSB's legal and regulatory obligations in the conduct of its business;
- (k) to contact the student/potential student regarding products, services, promotions, advertising, marketing and commercial materials in the interests of the student/potential student;
- (l) to comply or facilitate with any instructions or requirements by regulatory bodies including but not limiting to, the Ministry of Education, Majlis Amanah Rakyat, MARA Corporation Sdn. Bhd. and Malaysia Qualifications Agency;
- (m) to provide advisory services including career advice and mentoring system;
- (n) for crime prevention or detection including CCTV footage and incident reports;
- (o) for medical and healthcare purposes;
- (p) for alumni operations including fund raising, notifications of alumni activities and provisions of alumni benefits; and
- (q) for KPTMSB's internal records management.

3.2 For parent/guardian of student or potential student;

- (a) to process applications for admission;
- (b) to assist in obtaining sponsor for the student;
- (c) to contact in the event of emergency or accident;
- (d) to inform about the progress and achievement of the students, the tuition fees, outstanding payment and other relevant payments;
- (e) to provide ancillary services such as visa application and insurance coverage;
- (f) to conduct internal marketing analysis and analysis of student pattern and choice;

- (g) to comply with KPTMSB's legal and regulatory obligations in the conduct of its business;
- (h) to comply or facilitate with any instructions or requirements by regulatory bodies including but not limiting to, the Ministry of Education, Majlis Amanah Rakyat, MARA Corporation Sdn. Bhd. and Malaysia Qualifications Agency;
- (i) to provide advisory services including career advice and mentoring system;
- (j) for medical and healthcare purposes; and
- (k) for crime prevention or detection including CCTV footage and incident reports; and
- (l) for KPTMSB's internal records management including alumni purposes.

3.3 For vendor, service provider, supplier, contractor;

- (a) in order to contact regarding products, services, promotions, advertising, marketing and commercial materials, if necessary;
- (b) to process any documentations involved in the service or transaction;
- (c) to process any payments or deductions related to the commercial transaction;
- (d) for internal audit;
- (e) to comply with our legal and regulatory obligations in the conduct of our business;
- (f) for our internal records management;
- (g) for security purposes, crime prevention or detection including CCTV footage and incident reports; and
- (h) to comply or facilitate with any instructions or requirements by regulatory bodies including but not limiting to, the Ministry of Education, Majlis Amanah Rakyat, MARA Corporation Sdn. Bhd., Inland Revenue Board and Auditor General.

3.4 For employee or potential employee;

- (a) to process the application for employment, including the verification of references and qualifications;
- (b) to administer pay, benefits, surcharges, deductions and claims such as medical claim, overtime claim, etc;
- (c) to establish training and/or development requirements;

- (d) to conduct performance reviews, promotion and determine performance requirements;
- (e) to assess qualifications for a particular job or task;
- (f) to gather evidence for disciplinary action or termination;
- (g) to establish a contact in the event of emergency;
- (h) to comply with applicable labor or employment statutes;
- (i) to compile directories;
- (j) for internal audit;
- (k) to comply with our legal and regulatory obligations in the conduct of our business;
- (l) for our internal records management;
- (m) for medical and healthcare purposes;
- (n) for security purposes, crime prevention or detection including CCTV footage and incident reports; and
- (o) to comply or facilitate with any instructions or requirements by regulatory bodies including but not limiting to, the Ministry of Education, Majlis Amanah Rakyat, MARA Corporation Sdn. Bhd., Inland Revenue Board, Employee Provident Fund and Social Security Organisation (SOCSO).

4. DISCLOSURE

The personal data are disclosed to:-

4.1 For student or potential student;

- (a) The Ministry of Education, Malaysia Qualifications Agency, other relevant government departments / agencies and related Statutory Bodies;
- (b) Foreign government departments, government agencies or authorities if the student are enrolled in a student exchange and/or foreign accredited program;
- (c) Malaysian immigration department (including agencies appointed by Malaysian immigration department to carry out its services) if the student are required to obtain or renew their student visa during their tenure of studies;
- (d) Foreign embassies (including agencies appointed by foreign embassies to carry out their services) if KPTMSB assists them in their visa application as part of their transfer procedure to foreign universities;

- (e) The student or prospective student sponsors such as Majlis Amanah Rakyat, Perbadanan Tabung Pendidikan Tinggi Nasional, Foundations and other sponsoring bodies;
- (f) KPTMSB external education counterparts or partners that are providing external, twinning, franchise, student exchange or other similar educational programs;
- (g) Third parties providing the student with attachment placements or internships as part of their course requirements;
- (h) Relevant professional or statutory regulatory bodies or accreditation bodies depending on the student program or course requirements;
- (i) Law enforcement agencies or any person to whom we are compelled or required to do so under law;
- (j) Healthcare personnel and providers such as Hospitals, Poly-clinic, Clinic, doctors and nurses;
- (k) Third parties appointed by KPTMSB to provide services to us or on our behalf (such as auditors, lawyers, company secretary, printing companies, telecommunications companies, contractors, conference / training / event organiser, travel agencies, recruitment agencies and insurance companies); and
- (l) Alumni association of higher education institutions that are managed by KPTMSB.

4.2 For parent/guardian of student or potential student;

- (a) The Ministry of Education, Malaysia Qualifications Agency, other relevant government departments / agencies and related Statutory Bodies;
- (b) Foreign government departments, government agencies or authorities if the student are enrolled in a student exchange and/or foreign accredited program;
- (c) Malaysian immigration department (including agencies appointed by Malaysian immigration department to carry out its services) if their child is required to obtain or renew his/her student visa during their tenure of studies;
- (d) Foreign embassies (including agencies appointed by foreign embassies to carry out their services) if KPTMSB assists their child in his / her visa application as part of his/her transfer procedure to foreign universities;
- (e) KPTMSB external education counterparts or partners that are providing external, twinning, franchise, student exchange or other similar educational programs;
- (f) Law enforcement agencies or any person to whom KPTMSB are compelled or required to do so under law;

- (g) Healthcare personnel and providers such as Hospitals, Poly-clinic, Clinic, doctors and nurses;
- (h) Third parties appointed by KPTMSB to provide services to us or on our behalf (such as auditors, lawyers, company secretary, printing companies, telecommunications companies, contractors, conference / training / event organiser, travel agencies, recruitment agencies and insurance companies); and
- (i) Alumni association of higher education institutions that are managed by KPTMSB.

4.3 For vendor, service provider, supplier, contractor;

- (a) Third parties appointed by us to provide services to us or on our behalf (such as auditors, lawyers, company secretary, printing companies, contractors, conference / training / event organiser and other advisers);
- (b) Members of tender awarding committee such as Board directors and external advisors;
- (c) Law enforcement agencies or any person to whom we are compelled or required to do so under law; and
- (d) Government departments /agencies, statutory authorities and industry regulators;

4.4 For employee or potential employee including their parent/guardian;

- (a) The Ministry of Education, Majlis Amanah Rakyat, MARA Corporation Sdn. Bhd., Employee Provident Fund, Inland Revenue Board, Social Security Organisation (SOCSO) and other relevant government departments / agencies, statutory authorities and industry regulators;
- (b) Financial Institutions, Cooperative bodies, and other agencies to administer pay, deduction and benefits.
- (c) Members of disciplinary committee, Medical Board or other committee appointed by KPTMSB.
- (d) Foreign government departments, government agencies or authorities if they are required to go abroad;
- (e) Malaysian immigration department (including agencies appointed by Malaysian immigration department to carry out its services) if they are required to renew his / her visa for his / her tenure of service with KPTMSB;
- (f) Malaysian immigration department (including agencies appointed by Malaysian immigration department to carry out its services) if they required to go abroad;

- (g) Foreign embassies (including agencies appointed by foreign embassies to carry out their services) if they are required to go abroad;
- (h) Our external education counterparts or partners providing external, twinning or other similar educational programmes;
- (i) Law enforcement agencies and any person to whom KPTMSB are compelled or required to do so under law; and
- (j) Third parties appointed by KPTMSB to provide services to us or on our behalf (such as auditors, lawyers, company secretary, printing companies, telecommunications companies, contractors, conference / training / event organiser, travel agencies, recruitment agencies and insurance companies).

5. SAFEGUARDS AND RETAINMENT OF PERSONAL DATA

- 5.1 We will retain your personal data as long as necessary for the fulfillment of the purposes for which it was collected.
- 5.2 We shall keep and process your information in a secure manner. We will take every reasonable endeavor to ensure that such information is kept confidential. We will not sell or trade your personal data.

6. RIGHT TO ACCESS AND CORRECT PERSONAL DATA

- 6.1 We will make every reasonable endeavor to ensure your personal data is correct.
- 6.2 You have the right to, subject to payment and prescribed fees where applicable, request access to and/or correct your personal data and/or limiting the processing thereof. In this respect you may: -
 - (a) check whether we hold your personal data and request access thereto;
 - (b) request that we correct any of your personal data or of other persons who may be identified from your personal data that is inaccurate, incomplete or out-of-date; and/or
 - (c) withdraw, in full or in part, your consent given previously, subject to any applicable legal restrictions and contractual conditions.
- 6.3 Your request in paragraph 6.2 can be forwarded to: -

Section:	Legal Section
Tel No.	+603 9179 5633
Fax No.	+603 9284 2831
Email.	amir@gapps.kptm.edu.my; zuliza@gapps.kptm.edu.my ; nurulyani@gapps.kptm.edu.my

7. WEBSITES

Our websites may have links to other websites (linked sites). These linked sites may have their own personal data protection notice/statement which we recommend you review if you visit the sites. We are not responsible for the content of the linked sites or the safety of any personal data you provide in the linked sites.

8. IMPACT FROM FAILURE TO SUPPLY PERSONAL DATA

- 8.1 It is obligatory for you to provide all personal data which we request from you in paragraph 2.
- 8.2 Failure to supply personal data by students/ prospective students including their parent/guardian as requested may result us being unable to process their application to further their studies, their application for loan/scholarship, their application for internship or student exchange program and other services that we provided.
- 8.3 Failure to supply personal data by vendor, service provider, supplier, contractor (Parties) as requested may affect the ability of the parties to enter into necessary arrangement, agreement or contract with us in relations to the services that the party offer.
- 8.4 Failure to supply personal data by potential employee including their parent/guardian as requested may result us being unable to process their job application.
- 8.5 Failure to supply personal data by employee including their parent/guardian as requested may result us being unable to process their salary, emolument, salary increment, promotion, medical benefit, and other benefits as provided.

9. CONFLICT

In the event of any conflict between the English language of this Notice and its corresponding Bahasa Malaysia *Notis Perlindungan Data Peribadi*, the English language of the Notice shall prevail.

- KPTMSB PERSONAL DATA PROTECTION NOTICE END -