

AML/CFT WEBINAR SERIES:

Protecting your organization - Personal Data and Protection Act (PDPA) 2010

31 July 2024, Wednesday

9.00am - 1.00pm Speaker: MUHAMAD NAZRI BIN SHAIDON

Virtual Course code: CS310724W1 Closing date: 30 July 2024



4 CPD HOURS

Course Introduction

- Proper handling of customer information is essential in building public trust and confidence and in mitigating reputational damage to the organization.
- Generally, organisations are responsible for personal data in their possession or under their control. The PDPA stipulated the data protection requirements which contain the following eleven main obligations that organisation would need to fulfill while carrying out their business activities related to the collection, use or disclosure of personal data.
- 3. The Malaysia Personal Data Protection Act (PDPA) of 2010 was introduced and implemented on November 15, 2013. It sets out a complete cross-sectoral framework in order to protect individuals' personal data with regard to commercial transactions.

Training Methodology

Interactive presentation, Video presentation and case studies.

Learning outcome

At the end of the course, participants will be able to:

- Participants will be guided on the best practices for handling customer and organization information.
- Assess the organisation's internal policies and procedures to ensure compliance
- Identify and document areas of noncompliance in business activities
- Assist in review of the organisation's guidelines / policies for adherence to requirements under the DDDA
- Assist in the implementation of procedures to ensure adherence to requirements under the PDPA in the day-to-day operations of the organization

Course outlines

- 1. Who does the PDPA apply to?
- 2. What is considered as Personal Data?
- 3. What is considered as Sensitive Data?
- 4. A data user must comply with the following seven (7) Malaysian PDPA principles:

I. General Principle

Under this principle, data users must not process personal data, unless written consent has been given by the data subject

II. Notice and Choice Principle

Under the notice and choice principle, data users must inform a data subject of a variety of matters which may relate to the latter's personal information which may need to be proceed by or on behalf of the data user

III. Disclosure Principle

Under this principle, a data user cannot disclose a data subject's personal data under these two conditions: Disclosure of data for a purpose other than the one disclosed or directly related to the agreed upon disclosure & Disclose to any party other than the designated class of 3rd parties agreed upon between the data user and data subject

IV. Security Principle

This principle puts the data user under obligation to take specific measures in order to protect a data subject's personal data from loss, modification, misuse, accidental/unauthorized, disclosure or destruction during processing

V. Retention Principle

This principle stipulates that personal data can only be retained for as long the main purpose for which it is must be processed has been fulfilled. The data user must destroy the data permanently once the data subject's personal data is no longer required for processing purposes.

VI. Data Integrity Principle

Under this principle, the data user must take the appropriate steps to ensure that all personal data collected is entirely complete, accurate, up-to-date and not misleading in regards to the underlying purpose for storing and processing such data

VII. Access Principle

The Access principle gives data users the right to access and correct his/her personal data in case it is incomplete, misleading, inaccurate or outdated. The PDPA provides stipulations under which a data user may refuse to comply with a data correction request put forth by the data subject. When a data subject puts forward a request to access their personal data, the data user must comply with this request within 21 days from the receipt of any such request

- 5. Why we need to Protect Personal DATA?
- 6. Lifecycle of Information
- 7. Dos and Don'ts when dealing with Data.
- 8. Common Security Breaches
- 9. Compoundable offences under PDPA 2010
- 10. Case Studies

About the trainer: MR. MUHAMAD NAZRI BIN SHAIDON

Mr. Muhamad Nazri bin Shaidon currently pursuing his PhD (Doctor of Philosophy) specializing in Money Laundering and also the AML/CFT Practitioner and Trainer in Financial Institutions. He was a Financial Investigator with Central Bank of Malaysia and has experience in financial investigation relating to Money Laundering and Financial Crime Activities. He provided litigation support to Prosecution and was invited to impart AML Investigation to Law Enforcement Agencies (LEAs) in Malaysia.

He has also been accredited as a 'Certified Financial Investigator from National Coordination Committee to Counter Money Laundering (NCC) and Bank Negara Malaysia and has involved in operation conducted by a special Task force under National Revenue Recovery Enforcement Team (NRRET). He also has vast experience working with the industry and has experienced working with Global Investigation Unit covering Asia Pacific region.

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Category	Normal Fee per person (RM)	Group Fee per person (RM)* (For 3 or more registrations from the same organization)
MAICSA Member/ Affiliate/Graduate/Student	340	310
Non member	490	460
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Tel: 03-2282 9276 (ext 805)
Attention: Ms Nor Falati

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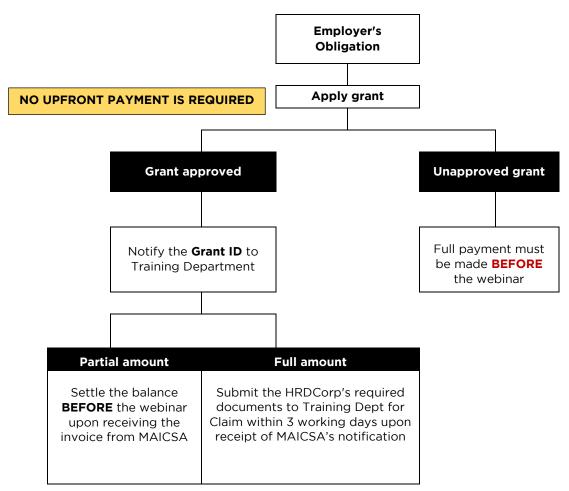
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