

ANNEX No to the Agreement of

Current Annex constitutes an integral part of the Agreement. In case any provisions of the Agreement or Annexes of the Agreement dated prior to the current Annex are in contrary to the current Annex, the provisions containing in the current Annex shall prevail. This Annex of the Agreement must be completed and signed by the parties.

1. Data controller and data processor

1.1. The role of Dream Group Plc (provider of the DreamApply service, also referred to as Provider) is to serve as data processor and therefore process personal data on behalf of the Association. The Provider is receiving and processing the data based on the Agreement, providing the Association the means for managing incoming applicants (students; hereinafter referred to as the Applicants) and marketing as well as providing support where necessary.

1.2. The Association determines the purposes of the processing of personal data and, via facilities provided by DreamApply, authorizes and oversees any such data processing. The Association is collecting and reviewing the information that is submitted by the Applicants through the DreamApply portal.

2. The purpose of processing

2.1. Managing Applicants and their applications to the Association.

2.2. Managing the marketing of the Association.

2.3. Providing support services in relation with the points 2.1. and 2.2. to the Association.

3. Data subjects

3.1. Data subjects are the Applicants as well as administrators registered on DreamApply by the Association.

3.2. The personal data transferred concerns the Applicants interested and/or applying to the Association's programmes.

4. Categories of data.

The personal data transferred concern the following categories of data:

4.1. User Data (personal data) of the Applicants: personal information necessary for submitting application(s) to the Association – contact information, information about prior education and experiences on the field, identification information, information about language skills and other relevant info necessary for applying. The Association decides the information necessary for applying based on national law, Association practise and specific programme where the Applicant is applying.

4.2. User Data (sensitive data) of the Applicants: sensitive data may not be collected by the Association, except data about health. Health information may be collected by the Association only in occasions where it is absolutely necessary for fulfilling the contract with the Applicant or required by the law. In case the Association will collect sensitive data via DreamApply portal it has the obligation to notify the Provider.

4.3. Data about the administrators' registered on DreamApply by Association: name, e-mail, position in the Association, access rights, and action on the DreamApply.

5. The subject matter of the processing.

5.1. The personal data transferred will be subject to the following basic processing activities:

5.1.1. application filing and processing within the Association;

5.1.2. statistical reports gathering;

5.1.3. automatic requirements analysis;

5.1.4. offer and document generation;

5.1.5. during marketing activities collection of contacts, study interests and data about information channels.

5.2. The Association grants the right and is aware the Provider uses non-personalized data about the Applicants for research purposes (including for non-personalized statistics) to improve efficiency and quality of the system, predict information and data flows in order to better respond to Association (including the Applicants) needs and improve awareness of services offered to potential partners.

5.2.1. The Association grants the Provider the exclusive and irrevocable right to generate anonymous statistics concerning the use of the DreamApply and the Services and analysing and sharing such statistics for business development, marketing and promotional purposes in any media formats and through any websites, social media networks or media channels now known or hereafter discovered or developed. Such anonymous statistics will only be shared when generalised (including but not limited to generalised on University, city, country level).

5.3. The amount and type of data collected depends on the Association and the requirements of applying to the Association. The Association has the possibility upon the request of the data subject to rectify, remove or block incorrect data about data subjects. The Association is required to ensure that a data subject gives valid consent to the processing of his or her personal data for one or more specific purposes and are notified about their rights.

6. The duration of the processing.

6.1. The Association decides the duration of the processing based on the national laws as well as the study term. The Association decides the duration of storing the data.

6.2. The Association has the technical possibility and shall delete the personal data according to its regulations when it is no longer necessary to process for the purposes it was collected and is not required to be processed by the law. After deletion the data will be automatically deleted also from back-ups during 15-45 days.

7. Personal Data Breach

7.1 The Provider shall notify Association without undue delay, within 48 hours, upon Provider or any Subprocessor becoming aware of a Personal Data Breach affecting Personal Data, providing Association with sufficient information to allow Association to meet any obligations to report and/or inform Data Subjects of the Personal Data Breach under the Data Protection Laws (including GDPR).

7.2 The Provider shall co-operate with Association and take such reasonable commercial

steps as are directed by Association to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. Personal Data Transfers

The Parties expressly agree that the Personal Data shall not be transferred outside the European Economic Area (hereinafter the "EEA"), without a prior written consent given by the Data Controller (Association). In case of any transfer of the Personal Data outside of the EEA, the data exporter i.e. the Data Controller, and the data importer shall make an agreement (Data Controller–Data Processor) based on the Model Contract Clauses issued by the EU Commission, as they provide adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals.

If the Data Protection Laws change and the Model Contract Clauses do not provide adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals, then the Data Controller shall have the right to decide, which legal instrument will be applied by the Parties to provide adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals in the transfer of Personal Data. If there is not such applicable legal instrument, then the Data Controller shall have the right to immediately interrupt, prevent and cancel the transfer of Personal Data outside the EEA.

Accordingly, if the Data Processor that is processing the Personal Data of the Data Controller is located outside of the EEA, then the Data Processor (Provider) shall sign the Model Contract Clauses as the data importer. If the Data Processor located in the EEA wants to transfer the Personal Data outside the EEA, and if the Data Controller agrees to give the consent for such action, then the Data Processor shall ensure that the data importer located outside the EEA signs the Model Contract Clauses with the Data Controller i.e. the data exporter.

9. The Association

9.1. takes all measures required pursuant to Article 32 of the General Data Protection Regulation;

9.2. shall take steps to ensure that any natural person acting under the authority of the Association who has access to personal data does not process them except on instructions from the Association, unless he or she is required to do so by Union or Member State law;

9.3. shall inform the Provider about the obligations deriving from the national law applying to the Association and therefore affecting the Provider;

9.4. taking into account the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, the Association shall implement appropriate technical and organisational measures to ensure and to be able to demonstrate that processing is performed in accordance with the General Data Protection Regulation;

9.5. shall implement appropriate data protection policies;

- 9.6. shall inform data subjects about their rights and obligations deriving from the General Data Protection Regulation and the Agreement as well as its Annexes;
- 9.7. shall draft, upload and update privacy and cookie policy explaining the use of the personal data of the Applicants and the administrators registered in DreamApply portal;
- 9.8. shall inform the Provider about the collection of special categories of data;
- 9.9. shall without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the supervisory authority competent in accordance with Article 55 of the General Data Protection Regulation, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
- 9.10. shall document any personal data breaches, comprising the facts relating to the personal data breach, its effects and the remedial action taken;
- 9.11. shall respond to the requests from a data subjects under any Data Protection Law in respect of personal data;
- 9.12. shall follow and fulfil its obligations as a data controller set down in General Data Protection Regulation.

10. The Provider:

- 10.1. processes the personal data only on documented instructions from the Association, unless required to do so by law. In the event that the Provider is required to disclose the data by law, the Provider must inform the Association before disclosing it, unless it is prevented by the law;
- 10.2. guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the General Data Protection Regulation (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 on the free movement of such data) and ensure the protection of the rights of the data subjects;
- 10.3. ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 10.4. shall take steps to ensure that any natural person acting under the authority of the Provider who has access to personal data does not process them except on instructions from the Association, unless he or she is required to do so by Union or Member State law;
- 10.5. shall not engage another processor without informing the Association;
- 10.6. takes all measures required pursuant to Article 32 of the General Data Protection Regulation;
- 10.7. shall implement appropriate technical and organisational measures to ensure a level of security of the personal data appropriate to the risk taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. In assessing the appropriate level of security, the Provider shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach;
- 10.8. respects the conditions referred to in paragraphs 2 and 4 of the Article 28 of the General Data Protection Regulation for engaging another processor;

- 10.9. taking into account the nature of the processing, assists the Association by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Association's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the General Data Protection Regulation;
- 10.10. assists the Association in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation taking into account the nature of processing and the information available to the Provider;
- 10.11. at the choice of the Association, deletes or returns all the personal data to the Association after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data;
- 10.12. makes available to the Association all information necessary to demonstrate compliance with the obligations laid down in the Article 28 of the General Data Protection Regulation and allow for and contribute to audits, including inspections, conducted by the Association or another auditor mandated by the Association;
- 10.13. shall notify the Association not later than 72 hours after becoming aware of a personal data breach;
- 10.14. shall promptly notify the Association if the Provider receives a request from a Data Subject under any Data Protection Law in respect of personal data and shall not respond to the request;
- 10.15. shall follow and fulfil its obligations as a data processor set down in General Data Protection Regulation.

11. The Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force after the Parties complete any necessary approval procedures, on such date as the Parties may agree.

12. All personal data must be deleted or returned at the end of the Agreement, as decided by the Association. Except in case the Provider is exempt from this obligation when required to retain the data by law.

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The Association

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 Authorised Signature *E. Nars*

Date: 23 May 2018

The Provider

Name: Sten Rinne
 Title: Member of the Management Board
 Authorised Signature *[Signature]*

Date: 29.05.2018



