

PERSONAL DATA TREATMENT AGREEMENT WITH INTERNATIONAL TRANSFER

The PARTIES have decided to enter into this agreement, which will be governed by the following clauses and conditions:

CLAUSE 1 - Identification of the Parties

1.1. By this contractual instrument, THE PARTIES agree to adopt the standard contractual clauses approved by the Brazilian National Data Protection Authority (ANPD) to govern the International Data Transfer described in Clause 2, in accordance with the provisions of the National Legislation.

CLAUSE 2 - Object

2.1. These Clauses apply to the International Data Transfers from the Exporter to the Importer, as described below:

- **Description of the international data transfer:** Transfer of personal data of students and staff between the University of Fortaleza and foreign Higher Education Institution for academic exchange and research cooperation purposes.
- **Main purposes of the transfer:** To facilitate the academic mobility of students and professors, promote collaboration in joint research projects, and share educational and administrative resources.
- **Categories of personal data transferred:** Identification data (name, date of birth, identification number on passport), contact data (address, email, phone), academic data (academic history, grades, enrolled courses), and administrative data (enrollment information, exchange status, satisfaction survey related to teaching, academic mobility, and institutional structure).
- **Data retention period:** Data will be stored for the period necessary to fulfill the purposes of the transfer, in accordance with applicable legal deadlines and the data retention policies of both institutions, not exceeding 5 years after the end of the exchange or cooperation, unless a different period is specified by the educational authorities of the countries involved in the agreement.

CLAUSE 3 - Subsequent Transfers

3.1. The Importer may carry out Subsequent Transfers of the Personal Data subject to the International Data Transfer governed by these Clauses under the circumstances and conditions described below, provided the provisions of Clause 18 are observed:

- Main purposes of the transfer:
- Categories of personal data transferred:
- Data retention period:
- Other information:

CLAUSE 4 - Responsibilities of the Parties

4.1. Without prejudice to the mutual assistance duty and general obligations, both Parties, as Controllers, are responsible for complying with the following obligations set forth in these Clauses, with the University of Fortaleza acting both as exporter and importer:

- The responsibility for publishing this document;
- The responsibility to address data subject requests regarding the exercise of their rights concerning their personal data;
- The responsibility to report security incidents to ANPD and data subjects when the analysis of the event causes significant risk or harm.

CLAUSE 5 - Purpose

5.1. These Clauses serve as a facilitator for the secure international flow of personal data, establish minimum safeguards and valid conditions for the International Data Transfer, and aim to ensure the adoption of appropriate safeguards for compliance with the principles, data subject rights, and the data protection framework provided by Brazilian National Legislation and personal data protection regulations.

CLAUSE 6 - Definitions

6.1. For the purposes of these Clauses, the definitions in Article 5 of Law No. 13.709, dated August 14, 2018, and Article 3 of the International Data Transfer Regulation, Resolution CD/ANPD No. 19, dated August 23, 2024, shall apply, without prejudice to other normative acts issued by the ANPD.

CLAUSE 7 - Applicable Legislation and ANPD Supervision

7.1. The International Data Transfer covered by these Clauses is subject to National Legislation and ANPD supervision, including the power to apply preventive measures and administrative sanctions to both Parties, as applicable, as well as to limit, suspend, or prohibit international transfers resulting from these Clauses.

CLAUSE 8 - Interpretation

8.1. Any application of these Clauses shall be made in accordance with the following terms:

- These Clauses must always be interpreted in the most favorable way to the Data Subject and in accordance with the provisions of Brazilian National Legislation and personal data protection regulations;
- In case of doubt regarding the meaning of terms in these Clauses, the interpretation that aligns best with National Legislation shall apply;
- No item in these Clauses may be interpreted to limit or exclude the responsibility of either Party with respect to obligations under Brazilian National Legislation.

CLAUSE 9 - Possibility of Third-Party Adherence

9.1. By mutual agreement, a data processing agent may adhere to these Clauses as an Exporter or Importer by completing and signing a written document, which will integrate this agreement.

9.2. The adhering party will have the same rights and obligations as the original Parties, depending on their role as Exporter or Importer and their corresponding data processing agent category.

CLAUSE 10 - General Obligations of the Parties

10.1. The Parties agree to adopt and, when necessary, demonstrate the adoption of effective measures capable of proving compliance with these Clauses and Brazilian National Legislation.

CLAUSE 11 - Sensitive Personal Data

11.1. If the International Data Transfer involves Sensitive Personal Data, the Parties will apply additional safeguards, including specific security measures proportional to the risks of the processing activity, the specific nature of the data, and the interests, rights, and safeguards to be protected.

CLAUSE 12 - Personal Data of Children and Adolescents

12.1. If the International Data Transfer involves Personal Data of children and adolescents, the Parties will apply additional safeguards, including measures ensuring that the processing is conducted in their best interest.

CLAUSE 13 - Legal Use of Data

13.1. The Exporter guarantees that the Personal Data has been collected, processed, and transferred to the Importer in accordance with Brazilian National Legislation.

CLAUSE 14 - Transparency

14.1. The Designated Party will publish a document on its website containing easily accessible information, written in simple, clear, and precise language about the International Data Transfer.

CLAUSE 15 - Data Subject Rights

15.1. The Data Subject has the right to obtain from the Designated Party, regarding the Personal Data subject to the International Data Transfer governed by these Clauses, at any time, and upon request, in accordance with Brazilian National Legislation.

CLAUSE 16 - Security Incident Reporting

16.1. The Designated Party shall notify ANPD and Data Subjects within 3 (three) business days of a security incident that may pose a significant risk or harm to the Data Subjects.

16.2. The Importer must maintain a record of security incidents in accordance with Brazilian National Legislation.

CLAUSE 17 - Responsibility and Compensation for Damages

17.1. The Party that causes material, moral, individual, or collective damage due to the processing of Personal Data, in violation of these Clauses and Brazilian National Legislation, shall be required to repair the damage.

17.2. The Controllers directly involved in the processing that caused harm to the Data Subject are jointly liable for such damages.

CLAUSE 18 - Safeguards for Subsequent Transfers

18.1. The Importer may only carry out Subsequent Transfers of Personal Data subject to the International Data Transfer governed by these Clauses if expressly authorized.

CLAUSE 19 - Notification of Access Request

19.1. The Importer will notify the Exporter and the Data Subject about Access Requests related to the Personal Data subject to the International Data Transfer governed by these Clauses.

CLAUSE 20 - End of Processing and Data Deletion

20.1. The Parties shall delete the Personal Data subject to the International Data Transfer governed by these Clauses after the end of the processing, within the technical and operational limits of the activities.

CLAUSE 21 - Data Processing Security

21.1. The Parties shall adopt security measures to ensure protection of Personal Data subject to the International Data Transfer governed by these Clauses, even after the transfer ends.

CLAUSE 22 - Legislation of the Data Recipient Country

22.1. The Importer declares that no laws or administrative practices in the recipient country of the Personal Data prevent them from fulfilling the obligations under these Clauses.

22.2. In case of a legal change that alters this situation, the Importer will immediately notify the Exporter to evaluate the continuation of the agreement.

CLAUSE 23 - Non-Compliance by the Importer

23.1. If there is a violation of the safeguards and guarantees provided in these Clauses or if the Importer is unable to comply, the Exporter shall be immediately notified, except as provided in item 19.1.

23.2. Upon receiving the notification referred to in item

23.1 or verifying non-compliance by the Importer, the Exporter will take appropriate measures to ensure protection of the Data Subject's rights and compliance with the International Data Transfer and Brazilian National Legislation.

CLAUSE 24 - Good Governance Practices

24.1. Each PARTY:

- Will adopt good governance practices regarding data processing, in line with the structure, scale, volume, and sensitivity of the data processed, and will generate and retain evidence;
- Will store DATA only when necessary, for the period defined by law or regulation, or as required to fulfill obligations;
- Will provide the information requested by the other PARTY for verification of compliance with this agreement;
- Will notify within 24 hours of any: (i) suspicion or actual non-compliance with data protection laws; (ii) suspicion or actual breach of contractual obligations related to data processing; (iii) suspicion or actual data security breach; (iv) order issued by a public authority.

CLAUSE 25 - Data Security

25.1. The PARTIES declare that the systems used for processing DATA are structured and will be maintained to meet security requirements and best practices established by current legislation, as well as principles related to privacy, ensuring appropriate protection and safeguarding the privacy of Data Subjects.

25.2. The PARTIES will maintain data security procedures to ensure confidentiality, integrity, and availability, meeting the minimum standards suggested by the National Data Protection Authority (ANPD). Non-compliance will result in breach of contract.

25.3. The PARTIES will maintain reports indicating at least: (i) the systems in which DATA is processed; (ii) the security measures provided by such systems; (iii) any inactivity of technical security measures; (iv) compliance of systems with security and governance measures specified in this contract; (v) any data security threats or breaches; and (vi) required and implemented safeguards.