DATA TRANSFER AGREEMENT

with GDPR General Terms (Separate Controllers)

This data transfer agreement (the "Agreement") is entered into on by and between the following parties:

Associatie Universiteit Gent (Ghent University Association), non-profit public institution with legal personality, having its administrative offices in Belgium, B-9000 Gent, Henleykaai 84, company registration number 0861.892.411, duly represented by Prof. dr. Anne De Paepe, chairman, for whom Dries Vanacker, director AUGent, acts by delegation pursuant to the Board of Governors' decision ("**AUGent**" or "**Provider**")

AND the Recipient

Name party	
Office address	
Company number	
Represented by	

Start Date:	25 March 2027	**Term:**	31 August 2027

Provider is the data custodian the **Data** as described in this **contract** and controls certain valuable proprietary information relating to this Data;

Recipient wants to obtain a (partial) copy of the Data from AUGent for the purpose of recruitment and/or sharing information about employment initiatives, and AUGent is willing to provide Recipient access to the Data which Recipient is willing to accept under the General Terms set forth in this Agreement;

The Data contains personal data as defined in European Regulation 2016/679 of 27 April 2016 concerning the protection of natural persons with respect to the processing of personal data and the free movement of data and until the repeal of Regulation 95/46/EC (hereinafter the "**GDPR**"); in addition to the General Terms, the Special Terms relating to the storage, handling and processing of personal data ("Special Terms") are applicable to this Agreement.

This Agreement consists of this **Signing Page** and the **General Terms.**

This Agreement constitutes the entire agreement between the parties and supersedes all prior arrangements, understandings, representations and communications, oral or written with respect to its subject matter.

Recipient		**For Associatie Universiteit Gent (Ghent University Association)**	
Signature:		Signature:	Dries Vanacker (Signature) Digitally signed by Dries Vanacker (Signature) Date: 2026.08.20 10:00:04 +02'00'
Name:		Name:	Dries Vanacker
Position:		Position:	Director
Date:		Date:	

-- END OF SIGNING PAGE --

GENERAL TERMS – DATA TRANSFER AGREEMENT

Article 1 Definitions

1.1 "**Commercial Purposes**" means any and all activities generating revenues for Recipient or any transfer or license of rights to third parties, including but not limited to the sale or licence of the Data, or the use of the Data in fee-for-service activities conducted to the benefit of a third party.

1.2 "**Data**" refers to the data that is covered by this Agreement and shall mean the data as described in the General Terms.

Article 2 Use of the Data

2.1 The Data is provided to the Recipient for the sole purpose of recruitment and/or sharing information about employment initiatives. Recipient is not permitted to use the Date for any other purposes.

2.2 Recipient shall not transmit by any means whatsoever all or part of the Data, to any third party without the express and specific prior written consent of Provider. Recipient shall refer any third-party request for access to the Data to Provider.

2.3 Recipient shall limit access to the Data to those of its employees who are directly involved in recruitment and/or employment initiatives. Recipient shall ensure that any of its personnel involved in the above activities comply with the provisions of this Agreement.

2.4 The Recipient agrees to use the Data in compliance with all applicable statutes and regulations.

Article 3 Confidentiality

3.1 Confidential Information shall not be distributed, disclosed, or disseminated in any way or form by Recipient, except to the own employees who have a reasonable need to know the Confidential Information for the purpose of recruitment and who shall be bound by confidentiality obligations at least as stringent as the one provided for in this Agreement. The Recipient shall keep the Data confidential for as long as none of the exceptions as listed below apply and shall in any case respect the intellectual property rights in and to the Data, such as but not limited to the database rights, controlled by the Provider. The obligations of confidentiality shall not apply to any information, which the Recipient can prove:

a) is or becomes part of the public domain, through no breach of this Agreement by Recipient;

b) was in Recipient's possession prior to receipt from Provider;

c) is received by Recipient from a third party free to disclose such information;

d) is independently developed by Recipient, without use of Provider's Confidential Information; or

e) is approved for release by prior written authorization of the Provider.

The above obligations of confidentiality shall furthermore not apply to information to the extent such information is required to be disclosed by operation of law or by court or administrative order. The Recipient will furnish prompt and prior written notice of such requirement to the Provider and will cooperate with the Provider in contesting a disclosure.

Article 4 Warranties and limitation of liability

4.1 The Provider gives no warranties either express or implied about quality or fitness of the data for the purpose of recruitment and/or sharing information about employment initiatives. Notwithstanding the above, in supplying the Data, Provider does warrant that the original collection of the Data complied with all legal and ethical requirements and guidelines including the applicable regulations concerning processing and protection of personal data and that it has obtained the express informed consent to the use of such Data for the purpose of

recruitment and/or sharing information about employment iniatives and that such express informed consent permits Recipient to use the Data, in accordance with the provisions of this Agreement.

4.2 Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Data. The Provider will not be liable to Recipient for any loss, claim or demand made by Recipient, or made against Recipient by any other party, due to or arising from the use, storage or disposal of the Data by the Recipient.

4.3 The liability of Provider for any breach of Providers' obligations under this Agreement will in no event extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity (whether direct or indirect), even if Recipient has advised Provider of the possibility of those losses, or even if they were within the Recipient's contemplation.

4.4 Notwithstanding the foregoing, a Party's liability shall not be excluded or limited in the event and to the extent damages are caused by the wilful misconduct of such a Party and any limitations or exclusions of liability under this Agreement shall not apply to the extent such liability cannot be limited or excluded by applicable law.

4.5 Either Party represent that this Agreement, to the best of its knowledge, does not, and will not conflict with any other right or obligation provided under any other agreement or obligation that either Party has with any third party.

Article 5 Term & Termination

5.1 This Agreement shall commence on the Start Date and will (subject to earlier termination pursuant to clause 7.2) continue until 31 August 2027.

5.2 Provider may terminate this Agreement if Recipient is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, Recipient has failed to remedy the same within **twenty calendar days** of a written notice from Provider specifying the breach and requiring it to be remedied.

5.3 Upon expiration or termination of this Agreement, Recipient will discontinue use of the Data and Confidential Information which shall be destroyed within **fifteen calendar days**. One record copy of documents may be retained for the sole purpose of determining compliance under this Agreement.

5.4 Any provisions of this Agreement which by their nature extend beyond termination shall survive the termination of this Agreement

Article 6 Miscellaneous

6.1 **Assignment:** Neither party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party. That consent may not be unreasonably withheld or delayed.

6.2 **Illegal/unenforceable provisions**: If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

6.3 **Waiver of rights**: If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

6.4 **No agency**: Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

6.5 **Entire agreement**: This Agreement constitutes the entire agreement between the parties and supersedes all prior arrangements, understandings, representation and communications, oral or written with respect to the subject matter.

6.6 **Formalities**: Each party will take any action and execute any document reasonably required by the other party to give effect to any of its rights under this Agreement.

6.7 **Amendments**: No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each party's authorised representatives.

6.8 **Governing law**: This Agreement is governed by, and is to be construed in accordance with, the Belgian Law. The courts of Ghent will have exclusive jurisdiction to deal with any dispute, which has arisen or may arise out of or in connection with this Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.

6.9 **Escalation**: If the parties are unable to reach agreement regarding a dispute on any issue concerning this Agreement within fourteen (14) days after one party has notified the other of that issue, they will refer the matter to the director or any person appointed by him, and to a person appointed by Recipient in an attempt to resolve the issue within ten (10) calendar days after the referral. Either party may apply to the court for an injunction in accordance with clause 8.8. if the matter has not been resolved within that period.

GENERAL TERMS – STORAGE, HANDLING AND PROCESSING OF PERSONAL DATA.

This Addendum is an integral part of the DTA; its provisions take precedence over the General Terms. All terms defined in the DTA shall have the same meaning in this Addendum. For the Purpose of this Addendum, both the Provider and the Recipient as identified in the DTA shall be referred to as the "**Controllers**".

In view of the fact that:

The Parties wish to set out their rights and obligations with respect to the protection of personal data as stipulated in European Regulation 2016/679 of 27 April 2016 concerning the protection of natural persons with respect to the processing of personal data and the free movement of data and until the repeal of Regulation 95/46/EC (hereinafter the "**GDPR**") and in the Act of 30 July 2018 on the protection of natural persons with respect to the processing of personal data (hereinafter the "**Privacy Act**") in the current addendum (hereinafter the '**Addendum'**);

The terms used in this Addendum have the same meaning as defined in the GDPR and the Privacy Act;

Within the framework of the DTA, the Recipient may receive and process specific personal data that has been supplied by the Provider.

The Parties represent to being informed and knowledgeable about UGent's General Data Protection Policy, in particular the "Generic Code of Conduct for the processing of personal data and confidential information at Ghent University" as published on the UGent website; UGent shall provide a copy of these document upon first request.

1. SUBJECT

1.1. Recipient will only process personal data made available by or through the Provider within the performance of the DTA. Recipient will not process personal data for any other purpose, unless subject to deviating legal obligations. Recipient may only process the personal data of data subjects that the Provider has obtained on the basis of legitimate legal grounds and for legitimate purposes.

1.2. The Provider will make the following categories of personal data available to the Recipient (non-exhaustive list):

a) First name, Name
b) Email address
c) Education
d) CV, when uploaded

1.3. The personal data made available to AUGent by the Controller comprise the following categories of data subjects (non-exhaustive list): visitors / registered attendees of EVOLV / interuniversity Job Market for Young researchers / Ghent Capital of Technology corner / North Sea Port Talent corner / TechTransfer Gentrepreneur Lane

2. Rights and Obligations of the Parties

2.1. The Provider must ensure that the personal data of the data subject/s are obtained in a valid manner and that it has a legitimate legal ground and purpose for processing them. The Recipient will not check the validity of the legal ground and purpose and therefore cannot be held liable for any fraudulent acts committed by the Provider.

2.2. Personal data will not be processed with regard to passing on personal data to a third country or an international organisation, unless Recipient is obliged to conduct such processing by virtue of a provision of EU or Member State law to which Recipient is subject: in such case, Recipient will inform the Provider of this legal obligation prior to processing, unless legislation forbids such notification for urgent reasons of public interest.

2.3. Recipient will permit and facilitate audits, including inspections by the Provider or an auditor authorised by the Provider. More specifically, the auditor may access the premises and rooms of Recipient where the personal data is processed. The auditor must inform Recipient of this in a suitable manner and present themselves discretely at Recipient's premises and rooms within regular working hours. The costs of audits requested by the Provider will be borne by the Provider.

3. Technical and organisational measures

3.1. UGent's general data protection policy sets out the basic security level at the generic level. UGent's policy on "Working safely with personal data and confidential information", the Regulation on the correct use of the ICT infrastructure and UGent's Generic Code of Conduct provide general guarantees concerning:

- The protection of personal data against unauthorised access or viewing by third parties (confidentiality)
- The protection of personal data against unauthorised changes (integrity)
- The protection of personal data against destruction, loss or if for any reason, it is impossible to consult the data or there is a physical or technical incident, that availability of and access to the personal data will be reinstated in good time (availability)
- The right of data subjects to view their personal data (transparency).

3.2. Recipient will take all technical and organisational measures to guarantee a level of security that is in line with the risk relating to the storage and processing of personal data. This will take into account the state of technology, the implementation costs, the nature, scope, context and processing objectives and the likelihood and seriousness of the various risks. Upon the Provider's request, Recipient will submit documentation describing the measures that have been taken.

4. Assistance to the Controller

4.1. Parties will provide each other with all information and assistance that is necessary and/or may reasonably be expected to enable them respectively to fulfil their obligations under the GDPR.

4.2. The Recipient will act in accordance with the instructions issued by the Provider with respect to requests from data subjects with regard to their personal data. If a Data Subject submits a request concerning his or her personal data to the Recipient, such request will be immediately referred to the Provider.

4.3. Taking the nature of the processing into account and insofar as possible, Recipient will assist the Provider in fulfilling its obligation to comply with requests from data subjects to exercise their established rights by taking fitting technological and organisational measures.

5. Transfer

5.1. Personal Data may only be processed outside the European Economic Area or by an international organisation if the Recipient has informed the Provider beforehand in writing and in conformity with the GDPR.

5.2. Any request for transfer or provision of personal data to a third country, based on a court ruling or a decision by an administrative authority may only be complied with if the court ruling or decision is based on an international agreement, such as a treaty on mutual legal assistance between the third country submitting the request and the Union or a Member State. If this situation should arise, the Recipient will inform the Provider of the request immediately and prior to passing on the data.

6. Notification of a breach

6.1. The Recipient must immediately notify the Provider of every data leak they become aware of within the framework of the present collaboration in order to discuss the subsequent actions to be undertaken. All this must be agreed within the framework of the parties' respective obligations to notify the supervisory authority. Not only must Recipient notify the Provider of any data leaks, but the Provider must also inform the supervisory authority thereof as quickly as possible.

6.2. Recipient must notify the Provider of a data leak within **24 hours** of its discovery, and if possible, inform the Provider of any steps they have already undertaken. Recipient does not have an obligation to notify the supervisory authority.

6.3. If it is likely that the breach concerning personal data presents a risk to the rights and freedoms of natural persons, the Provider will, in turn, inform the supervisory authority of a data leak within 72 hours of its notification of discovery, and if possible, inform the supervisory authority of any steps that have already been undertaken. If sensitive data is involved, the Data Subject must also be informed.

6.4. The notification referred to in clause 6.1 will in any case contain the following description or information:

a) the nature of the data leak, if possible stating the categories of Data Subjects and registrations of personal data in question and, if they are to be approached, the number of Data Subjects and registers of personal data in question;

b) the name and contact details of the data protection officer or another contact person who can supply more information if these persons are available;

c) the probable consequences of the data leak insofar as they can be overseen by the Recipient;

d) the measures proposed by Recipient to tackle the data leak, including if applicable, measures to limit any harmful consequences that may arise from it.

7. Processing by third parties

7.1. Recipient will not employ any third-party data processor without first obtaining permission to do so from the Provider. In the case of general written consent, Recipient will inform the Provider of intended changes regarding the addition or replacement of third-party data processors, whereby the Provider will be given the opportunity to object to these changes.

7.2. If the Recipient employs a third-party data processor to perform specific processing activities on account of the Recipient, this third-party data processor will be bound through an agreement or other legal act pursuant to EU legislation or the laws of a Member State by the same obligations concerning data protection as those set out in this Agreement or other legal transaction between the Provider and Recipient, namely the obligation to provide sufficient guarantees with regard to the application of suitable technical and organisational measures to ensure that the processing is in compliance with prevailing legislation.

8. Liability

8.1. Unless explicitly agreed upon to the contrary, Recipient's obligations under this Agreement are on a best effort basis. Without prejudice to deviating mandatory legal provisions, Recipient is only liable for damage caused by non-compliance with these obligations if and insofar as this damage was caused by an intentional act, gross negligence or fraud. Recipient is not liable for any other errors.

8.2. The liability of either party to the other for any breach of this Agreement, any negligence or arising in any other way, whether direct or indirect, out of the subject matter of this Agreement, the Project and the Results, will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity even if the party bringing the claim has advised the other of the possibility of those losses, or if they were within the other party's contemplation.

-- END OF GENERAL TERMS --