

PRIVACY AND PERSONAL DATA PROTECTION TERM OF STANDARD EDUCATIONAL CONTRACTS OF FGV SCHOOLS

The purpose of this **Term** is to provide transparency on the general parameters for the use of personal data of **Students** enrolled in the Undergraduate and Postgraduate "*lato sensu*" and "*stricto sensu*" courses offered by Fundação Getulio Vargas – **FGV**.

When enrolling in one of the courses mentioned above, the **Student** agrees with the conditions described in this **Term**, as stipulated in its contract. Beyond the contractual provision, **FGV** reserves the additional prerogative to request the manifested electronic acceptance of this document to the **Student**.

1. Presentation. **FGV** shall safeguard the **Student's** rights to Privacy and Personal Data Protection in accordance with this **Term**, the applicable laws and regulations, especially those from the Ministry of Education and/or the Brazilian National Data Protection Authority – acronym in Portuguese "**ANPD**" – also observing the clauses below.

2. Applicable laws and Definitions. The expressions used herein shall be defined according to the meaning assigned by Law 13.709/2018 (Brazilian General Personal Data Protection Law – acronym in Portuguese "**LGPD**"). Furthermore, in relation to the definitions not covered by that law and related to this **Term**, as well as its application, it is necessary to observe the clauses below:

2.1. "Information Security Incident" shall be considered as an occurrence linked to the personal data capable of causing damage or exposure to relevant risks to its respective data subjects that compromises the confidentiality, integrity or availability of such data;

2.2. "Platforms or software used for educational purposes" shall be understood as the electronic solutions which enable the educational process and/or academic management offered by **FGV** or by related partners, such as the systems "*Portal do Aluno*" and "ECLASS", as well as any other applications or solutions that integrate **Student's** academic experience;

2.3. "Related data subjects" shall be understood as the natural persons who eventually have a connection with the **Student** and whose personal data need to be shared with **FGV** due to their contractual relationship, whether as a guarantor, financial responsible or by contractual solidarity;

2.4. "Controllers or Joint controllers" shall be understood as those who, in the context of a contractual relationship, eventually can determinate how the **Student's** personal data will be processed in relation to the purpose of his/her academic relationship with **FGV**, such as, but not limited to, Educational Institutions to which academic exchanges are requested, or even Employer Organizations and/or the **FGV's** courses Funding Institutions, if applicable.

3. Main Processing Entities. In accordance with the applicable legislation and the present **Term**, observed the purposes arising from the academic relationship established with **FGV**, it shall be considered as a **Processing Entity** of the personal data of the **Student** and of any **Related Data Subjects**, and its position as **Controller** or **Processor** shall be defined in accordance with **LGPD**, and to the **ANPD's** "[Guia](#)

[Orientativo para Definições dos Agentes de Tratamento de Dados Pessoais e do Encarregado](#)” (Guideline for personal data processing entities and the Data Protection Officer definitions) and the following variations below:

3.1. **FGV** shall be, as a rule, the **Controller** of the **Student's** personal data with the purpose to offer academic activities contracted by him/her, being able to fully discipline how to process it according with the legal and regulatory requirements in force;

3.2. **FGV** may also be **Joint Controller** of the **Student's** personal data in the following situations: (i) when it receives data directly from **Controllers** or **Joint Controllers** with whom the **Student** has an employment, professional, academic, associative, cooperative or similar relationship, (ii) when the data has to be passed on to Institutions to which the **Student** has been assigned due to any type of exchange or optional academic relationship, or (iii) when the **Student** authorizes other **Processing Entities** to define how to use his/her personal data;

3.3. Exceptionally, **FGV** shall be considered as **Processor** of the **Student's** personal data if the type of course offered eventually includes closed classes contracted exclusively by **Controllers** or **Joint Controllers**;

3.4. Any doubts about the **Processing Entities** who are in the position of **Controllers** of personal data may be clarified through the e-mail dpo@fgv.br for data subjects who are not familiar with Portuguese language. For those who can understand this language, this information can be accessed via the Portuguese version of the Personal Data Protection web page, by clicking on "*Conheça o Portal dos Direitos dos Titulares de Dados Pessoais FGV*". In this case, after registering in the Portal, select the right "*Informações sobre compartilhamentos*" in the group "*Compartilhamento e Portabilidade*".

4. Sharing and international transfer of personal data. The **Student** is hereby aware that for the purposes of the regular pursuit of the academic objectives of his/her contractual relationship with **FGV**, this institution may share his/her personal data with other Institutions that have to or should process them as **Processors** or even with those that he/she authorizes or requests such sharing. For the purposes of this sub-clause, these **Processors** may be classified as service providers in general (such as, but not limited to: credit protection office, law offices, printing, communication, banking and health services, among others) or **Platforms or software used for educational purposes**.

4.1. International personal data transfers to **Processing Entities** located outside Brazilian territory shall be possible according to the academic purposes of the educational services agreement or other connected or related contractual instruments subscribed by the **Students**, guaranteed the applicable prerogatives of **LGPD**, specially in its Chapter V;

4.2. The **Student** is aware that, for the purposes of the regular execution of his/her academic relationship with **FGV**, the **Platforms or software used for educational purposes** mentioned in this sub-clause, shall be presented to him/her in due course when the services and systems are effectively used, and that they may have their own Terms of Use and Privacy Policy and, depending on the situation, may also perform the international transference of his/her personal data depending on the location of its technological infrastructure. In those cases, the appropriate safeguards shall also be taken and such processing may occur on the lawful basis provided by the law, especially the performance of this Contract or, exceptionally, the consent, if requested to the **Student**;

4.3. If the **Student**, in his/her own interest, enrolls in an international exchange program, the Educational Institution designated by him/her shall be the **Controller** or **Joint Controller** of his/her personal data. In this case, the respective national data protection legislation of the countries of origin and destination shall be made compatible, as far as possible. Finally, the **Student** is also informed that the obligations and rights guaranteed by the personal data protection laws of the destination country shall be up to the **Controller** or **Joint Controller** chosen by him/her;

4.4. In case the **Student's** course is partially or fully funded by other institutions and/or if the **Student** receives a scholarship that is also funded by third-parties, he/she is aware that there may be a contractual expectation about the sharing of reports on academic performance, which may contain personal data and even indicative of grade or frequency. Therefore, the **Student** is aware that **FGV** shall not be responsible for the manner these third-parties institutions use these reports or information, thus the **Student** should inquire these institutions about their usage.

5. Lawful Basis for the Processing of personal data. The lawful basis that supports the processing of personal data performed to achieve the purposes of the academic relationship established with **FGV** shall be defined by it when it appears as the **Controller** or **Joint Controller**. The main lawful basis used by **FGV** to process its personal data, without prejudice to other necessary ones, are: (i) performance of a contract and/or regular exercise of rights in a contract for the provision of educational services, (ii) compliance with a legal or regulatory obligation from authorities, including, when applicable, the Ordinances and other norms from the Ministry of Education or its Councils or Committees members, (iii) consent, when specifically required via Term of Consent, (iv) regular exercise of rights in judicial, administrative or arbitration procedures, (v) credit protection and (vi) legitimate interests of **FGV** or of third-parties contractually associated with it, observed the rights of the data subject.

6. Information Security. FGV shall apply reasonable and proportionate administrative and technological measures to protect the personal data of the **Students** and **Related Subjects** against any violations of confidentiality, integrity, or availability.

6.1. Eventual **Information Security Incidents** capable of causing damage or imposing relevant risks to the **Student** and/or to **Related Data Subjects** shall be communicated to them as well as to **ANPD**, in the form and deadlines established by this regulatory entity.

7. Your obligations. As a **Student** You shall:

7.1. Follow the instructions provided by **FGV** or by the **Platforms or software used for educational purposes**, including those established by the Terms of Use, Policies, or Notifications, in order to protect your access credentials and to keep your personal devices and programs updated. Sharing your personal account is prohibited;

7.2. Observe the instructions provided by **FGV** on how to exercise your rights as a data subject, or to communicate doubts, complaints or suggestions, including exercising it at the appropriate channel;

7.3. Act in objective good faith and cooperation so that the processing of your personal data due to the academic relationship established with **FGV** occurs safely and within the desired purposes;

7.4. In the classroom environment, whether it is virtual or face-to-face, observe the Professor's and other **Student's** author's rights, the personal data, and personality rights, being aware that is strictly forbidden activities of recording, manipulating, or sharing audios or videos which infringe against the dignity of those involved or violate rights provided by the law or regulation, especially the academic freedom.

8. Your rights. In the quality of a Personal Data Subject, all the rights provided by the Chapter III of the **LGPD** shall be assured for your exercise. If **FGV** figures as a **Controller** of your personal data, the Institution shall be obliged to receive those requests, process them, and issue a grounded opinion on their acceptance or rejection in accordance with **LGPD** and **ANPD**.

8.1. The channel for exercising such rights is the "*Portal dos Direitos dos Titulares de Dados Pessoais da FGV*", available at: <https://portal.fgv.br/protecao-dados-pessoais>. Data Subjects who cannot properly understand Portuguese language may request these rights by sending a message via e-mail dpo@fgv.br;

8.2. **FGV** shall be responsible for responding the complaints, as well as requests, questions, administrative processes or penalties issued by a competent authority and due to improper processing of personal data to the extent that it participates in and causes it, observed the obligations and exceptions laid out by the law or regulatory obligation.

9. Erasure of personal data: The personal data shall be erased from **FGV** systems when they are no longer necessary for the purposes of their academic relationship, unless there is a contractual or lawful basis for its maintenance, which includes eventual personal data

retention determined in the temporality tables of the Ministry of Education.

10. Compliance. **FGV** declares and guarantees that it is conducting a continuous compliance program assuring the observance of the personal data protection legislation and **ANPD** regulations. The LGPD compliance measures taken by **FGV**, its Policies, Guides and the contact information of its Personal Data Protection Officer are accessible at the address: <https://portal.fgv.br/en/personal-data-protection>.

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