

National University of Public Service
Active membership of Alumni Association
Terms and Privacy

1. The aim of the present Terms and Privacy (hereinafter: Terms) is to define within the Alumni Association (hereinafter: Alumni Association) of the National University of Public Service (hereinafter: University) the course of electronic registration required to establish active membership, the objective of active membership as well as the privacy policies regarding personal data provided during registration and maintenance of active membership.

2. The following Terms include the data privacy notice described in Article 13 of 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 repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter: GDPR).

3. The following Terms are considered to be standard contract terms by the Act V of 2013 on the Civil Code (hereinafter: Civil Code). The applicant and the active member of the Alumni Association (hereinafter: Alumni Member) acknowledge and agree that the Terms are communicated and accepted in electronic format, including the contract.

4. The Alumni Member acknowledges and accepts that the present Terms are applicable together with the effective Alumni Regulation of the University. The Alumni Regulation defines the conditions of membership, the rights and obligations of members and the termination of membership. The Alumni Regulation is available at the website of the University.

5. Legal background of personal data management (hereinafter: data management) related to Alumni members:

- GDPR;
- Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter: Info Law);
- Act CCIV of 2011 on National Higher Education;
- guidelines of the Data Protection Working Party by Article 29;
- recommendations of the National Authority for Data Protection and Freedom of Information;
- regulations of the National University of Public Service on protection and security of personal and public data;
- regulations of the National University of Public Service on information security;
- Alumni Regulation of the University.

6. Lawfulness of data management is defined by the present Terms.

a.) with regards to the data categories during registration - in compliance with Section b, Paragraph 1 of Article 6 of GDPR - data management is required to fulfil the contractual agreement.

b) the data provided during registration - in compliance with Section a, Paragraph 1 of Article 6 of GDPR¹ - is based on voluntary consent of the Alumni Member by acknowledging and accepting the present Terms.

7. Purpose of data management: The controller of the data handles the personal data required for active membership as well as the personal data required for the exercise of the rights arising from membership. The data manager also fulfils its obligations under the present Terms.

8. Data is managed by: National University of Public Service (address: 2. Ludovika Sqr., 1083 Budapest, Institutional ID: FI 99859; phone: +3614329000, e-mail: nke@uni-nke.hu; web: <https://www.uni-nke.hu/>).

9. Data is managed at: National University of Public Service, Office of Education (address: 2. Ludovika Sqr., 1083 Budapest, e-mail: alumni@uni-nke.hu, phone: +3614329000, web: <https://www.uni-nke.hu/>).

¹ Article 6, Paragraph 1 Processing shall be lawful only if and to the extent that at least one of the following applies: Section a the data subject has given consent to the processing of his or her personal data for one or more specific purposes.

10. Scope of the data managed: the scope of personal data managed by the present Terms are included in the Appendix.
11. Registration process and activation of membership: Active membership to the Alumni Association may be requested electronically. The online registration includes the following steps: providing the required personal data in the Appendix, referred to in paragraph 10; accepting the present Terms. By providing personal data, the Alumni Member acknowledges and consents that the University, based on the data stored in the online and offline administrative systems of the University (Neptun), may verify the identity of the applicant and his or her active membership status defined in the Alumni Regulation. After validation, the registration will be completed and the University informs the applicant about the outcome via electronic message. Upon successful registration, the membership to the Alumni Association will take effect.
12. Retention period: The University manages personal data until termination of membership in the Alumni Association or, in case of consensual data management, until the Alumni Member deletes the data, requests the deletion of the data or revokes his or her consent. The controller of the data evaluates lawfulness every five years.
13. Data transmission and forwarding to third parties:
- 13.1. The personal data provided by the Alumni Member can only be known to those data controllers who are responsible for the affairs of the Alumni Association.
- 13.2. The University may only forward personal data to other members of the Alumni Association which are in compliance with the purpose of the Alumni Association and when the Alumni Member has given consent to it.
- 13.3. Additionally, the personal data of the Alumni Member can exclusively be transmitted and forwarded only in a statutory case or in accordance with the Member's specific consent.
14. Consequences of Non-Disclosure: As a condition of registration, the non-disclosure or deletion of the data to be disclosed under the item referred to in paragraph 10 may invalidate the verification of the terms of active membership, thus in this case the membership of the Alumni Association cannot be established or terminated.
15. By accepting the Terms, the Alumni Member hereby acknowledges and agrees to the following:
- a) The Alumni Member accepts and applies the effective rules defined in Alumni Regulation.
 - b) The Alumni Member, as a member of the Alumni Association of the National University of Public Service, works to preserve the good reputation of the institution, to strengthen university traditions and to refrain from any incompatibility with the values represented by the University.
 - c) The Alumni Member does not misuse his or her membership and he or she accesses the Alumni Association database as intended.
 - d) The Alumni Member accepts that the membership and the related rights and obligations may not be transferred to a third person.
 - e) The Alumni Member is obliged to inform the Office of Education about any changes in his or her personal data either in writing or electronically.
 - f) The Alumni Member is responsible for the accuracy of the information provided.
16. Privacy Notice and Declaration of Consent:
- 16.1. By accepting the present Terms, the Alumni Member declares that he or she is familiar with these Terms, acknowledges its content and consents to treat his or her personal data as defined by these Terms.
- 16.2. The Alumni Member declares that his or her consent given in the present contract is GDPR compliant regarding the requirements of the regulation. The Alumni Member is also aware that he or she has the right to withdraw his or her consent at any time. Additionally, he or she may also request the data controller to delete personal data or limit its processing. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. The manager of data may request the withdrawal of consent to be submitted on paper.
17. The data controller shall keep a data transfer record throughout processing to control the lawfulness of data transfer and to inform the Alumni Member accordingly.
18. In order to provide a tailor-made service, the data controller places a small data pack ("cookie") on the Alumni Member's computer.

a) “Session cookies”

“Session Cookies” are required to browse a website, use the features and, among other things, allow users to be recognized within a website. Without “session cookies”, the smooth functioning of the website is not guaranteed. The “cookies” are in place only during the visit to the website and are automatically deleted at the end of the session or when the browser is closed. The proper session is guaranteed by paragraphed 13/A of the Act CVIII of 2001 on certain aspects of electronic commerce and information society services (Act on E-Commerce).

b) “Persistent cookies”

The “cookies” mean that, for the cookie’s entire lifespan, its information will be transmitted to the server every time the user visits the website that it belongs to (if relevant, for instance the number of hits simultaneously displayed in the search result list). These cookies are keeping users logged into their accounts on websites, to avoid re-entering login credentials at every visit. Without the information stored in these “cookies”, the website may function although less effectively.

c) “Performance cookies”

The “performance cookies” help website administrators to monitor visitor behaviour on the website (for example: sites visited, number of sites visited, where the user clicked, how long was the session, which error message the user received, etc.) These cookies help to improve the website (available services and functions) in order to meet the needs of visitors and to provide them with a high quality, user-friendly experience. To measure performance, the website is also using “third party cookies” at each visit. With these “cookies”, the administrators can track the number of visitors and the user acquisition sources. User behaviour is analysed anonymously based on the acquired data with the purpose of providing higher level user experience. The website uses the following analytics services: **Google Analytics**. Detailed information about this service can be found at the following address: <https://www.google.com/analytics/terms/us.html>

The user may delete the cookies from his or her computer and may change the browser settings to disable cookies. By disabling the use of cookies, the user acknowledges that without cookies, the functions of the site are incomplete, the data controller cannot guarantee that the user will be able to fully use all the features of the website.

19. Data protection officer:

19.1. Name and contact details of data protection officer: Dr. Júlia Téglásiné Dr. Kovács (address: 2. Ludovika Sqr., 1083 Budapest, e-mail: adatvedelem@uni-nke.hu).

19.2. The tasks of the data protection officer are defined by Article 39 of GDPR:

- a) to inform and advise the controller or the processor and the employees who carry out processing of their obligations pursuant to this Regulation and to other Union or Member State data protection provisions;
- b) to monitor compliance with this Regulation, with other European Union or Member State data protection provisions and with the policies of the controller or processor in relation to the protection of personal data, including the assignment of responsibilities, awareness-raising and training of staff involved in processing operations, and the related audits;
- c) to provide advice where requested with regards to data protection impact assessment and monitor its performance pursuant to Article 35;
- d) to cooperate with the supervisory authority;
- e) to act as the contact point for the supervisory authority on issues relating to processing, where appropriate, with regard to any other matter.

20. Data processors:

The controller of the data may rely on the following data processor to manage personal data described in present Terms: Apertus Közzszolgálati Oktatás-fejlesztési Központ Szolgáltató Nonprofit Korlátolt Felelősségű Társaság (location: 5 Ménesi út, 1118 Budapest, postal address: 38 Mohai út, 1119 Budapest, central phone: +3614329000/20377 ext., registration number: 01-09-917155, tax number: 1954090-2-43, website: <https://www.apertus.hu/>

21. Data protection:

21.1. The University takes all reasonable measures to ensure that the data it manages is not accessible to unauthorized persons. Access to data is restricted and password protected.

21.2. The University defined its regulations on protection and security of personal and public data and on information security.

21.3. The controller of the data pays particular attention to handle the data confidentially. For this purpose, the data controller stores the data that it handles solely on servers of its own.

21.4. The University will do its utmost to investigate any infringement committed by the Alumni Association during the registration process, however it does not take any responsibility in the prevention of these violations - except the mandatory cases defined by the regulations on personal data protection - other than ensuring the availability of the Terms and the approval of the registration process. Furthermore, it will not carry out manual or automated control steps to detect such violations.

22. Automatic data management (including profile setup): The University does not make decisions based on automatic data management.

23. The Alumni Member may exercise his or her rights to personal data as follows:

23.1. The Alumni Member can exercise, his or her rights on personal data defined by GDPR and Info Law throughout data management. The Alumni Member may request the following actions regarding his or her personal data:

- a) access (The data subject shall have the right to obtain from the controller confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data) (GDPR Article 15),
- b) rectification (The data subject shall have the right to obtain from the controller without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement) (GDPR Article 16),
- c) erasure (The data subject shall have the right to obtain from the controller the erasure of personal data concerning him or her without undue delay and the controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies) (GDPR Article 17),
- d) restriction of processing (The data subject shall have the right to obtain from the controller restriction of processing) (GDPR Article 18),
- e) data portability (The data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided) (GDPR Article 20).

23.2. The application must be submitted to the address of the data controller or to the email address alumni@uni-nke.hu or to adatvedelem@uni-nke.hu. The controller shall provide written information on action taken on a request to the data subject without undue delay and in any event within one month of receipt of the request. The controller shall communicate any rectification or erasure of personal data or restriction of processing to each recipient to whom the personal data have been disclosed, unless this proves impossible or involves disproportionate effort. The controller shall inform the data subject about those recipients if the data subject requests it. If the controller does not take action on the request of the data subject, the controller shall inform the data subject without delay and at the latest within one month of receipt of the request of the reasons for not taking action and on the possibility of lodging a complaint with a supervisory authority and seeking a judicial remedy.

23.3. The Alumni Member shall fill a complaint against the data controller or processor on the court should he or she find that his or her rights under the data privacy regulation have been infringed as a result of the processing of his or her personal data in non-compliance with the GDPR or with the mandatory legal acts of the European Union. The Alumni Member may initiate the lawsuit at the nearest court either to his or her domicile or to his or her place of residence. Further details on judicial remedy are defined in Article 23 of the Info Law and in Article 79 of GDPR.

23.4. The Alumni Member may also initiate an investigation at the National Authority for Data Protection and Freedom of Information (22/c, Szilágyi Erzsébet fasor, 1125 Budapest, phone: +3613911400, website: <http://naih.hu>, e-mail: ugyfelszolgalat@naih.hu) in case he or she notices (eventual) personal data breach.

24. Termination of contract:

24.1. In case the active membership in the Alumni Association is terminated as described in the Alumni Regulation, the University terminates the present contract and deletes the profile and registration of the Alumni Member.

24.2. The Alumni Member may terminate the present contract at any time by submitting a request to the University about the cancellation of the registration. The request shall be completed by the University in the shortest possible time.

25. The different content types seen during registration (including: text, design, graphics, codes, platforms and their display) belong to the intellectual property of the University and as such, are protected by copyright. The use and transfer of these contents is controlled by the Act LXXVI of 1999 on Copyright. The intellectual property of a third party displayed by the University on the registration platform is also controlled by the related regulations. Regarding the use of content, the present Terms do not include or substitute the permission or consent of the University or third party.

26. By accepting the present Terms, the Alumni Member declares that he or she was informed appropriately by the University beforehand and that he or she is familiar with these Terms. By accepting the present Terms, the Alumni Member declares that he or she acknowledges that the present Terms do not include any condition that differs from the legal requirements or violates the regulations.

27. The Terms of this contract are effective as of 18 September, 2018.

28. The University shall notify the Alumni Member upon unilateral modification of the present Terms.

29. Should there be questions not described in the present contract, the Act V of 2013 on the Civil Code, other relevant rules of Hungarian law and the GDPR shall apply.

Data – Main category	Data – Sub category	Data	Data the providing of which constitutes a condition of registration
User name		E-mail	YES
Password		Password	YES
Photo		Photo	NO
Personal data		Neptun code ²	YES, if the Form of connection is „student” and the Start of student status is 2003 with the exception that the Faculty is the „Faculty of Law Enforcement”. In this case YES if the Start of student status is 2012.
	Name:	Prefix/Title	YES
		Last name	YES
		First name	YES
		Suffix	YES
	Birth name:	Prefix	YES
		Last name	YES
		First name	YES
		Suffix	YES
	Mother’s maiden name:	Prefix	YES
		Last name	YES
		First name	YES
		Suffix	YES
	Birth data	Date of birth (day, month, year)	YES
		Citizenship	YES
	Postal address	Country	YES
		Postal code	YES
		Town	YES
		Street	YES
	Contact	E-mail	YES
Phone		NO	
Social media		NO	

²The Neptun code is a unique ID of the Alumni Member which is created in the University’s electronic education system (Neptun System) and it reflects his or her current or previous university status.

Connection with the University or its Predecessor	Form of connection	student lecturer, teacher or researcher other employee	YES
	Content of connection (if the Form of connection is „student”)	Institution	YES
		Faculty	YES
		Level of studies	YES
		Programme	YES
		Specialization/Subspecialization	YES
		Start of student status (year)	YES
		End of student status (year)	YES if the students status is terminated at the time of registration
		Scholarship programme	YES
		Name of scholarship programme	YES, if the answer to the preceding question is YES
		Did you earn a degree?	YES, if the answer to the preceding question is YES
	Content of connection (if the Form of connection is „lecturer, teacher, researcher or other employee”)	Institution	YES
		Department	YES
		Start of legal relationship (year)	YES
End of legal relationship (year)		YES if the legal relationship is terminated at the time of registration	
Further data	Current employment information	Professional sector	NO
		Professional area	NO
		Company/organization	NO
		Position	NO
		Doctoral degree	NO
		Further academic degree	NO
		Memberships in professional/academic organizations	NO
		Professional/academic awards and prizes	NO
	Other skills	NO	
Alumni membership card application	I pick it up at the University's headquarters I pick it up at the University's headquarters I do not apply for an Alumni membership card	YES	

Volunteer in the Alumni Association		I would like to take part in the activities of the Alumni Association as a volunteer	NO
		Volunteer interest	NO