

Annex no. 2 to Rules for Recruitment of Participants in "LWOWRO" Programme

AGREEMENT

entered into in Wrocław on..... 2020 between:

A local-government cultural institution under the name of "Strefa Kultury Wrocław [Wrocław Culture Zone] (hereinafter referred to as the "**SKW**"), with the registered office in Wrocław (50-067), at ul. Świdnicka 8B, entered into the Register of Cultural Institutions (RIK) maintained by the Wrocław Municipal Government under a number RIK 37/2012, having the Tax Identification Number (NIP): 8992736581 and the National Official Business Register (REGON): 021907583, represented by:

Krzysztof Maj – General Director

countersigned by Monika Kozłowska – Chief Accountant.

hereinafter referred to as "**the SKW**",

and

.....,

Hereinafter referred to as the "**the Participant**".

Clause 1

This Agreement sets out mutual obligations of the Parties in respect of participation in the LWOWRO Project (hereinafter referred to as "the Project") by a Participant selected in the course of recruitment process conducted by SKW.

Clause 2

1. The Participant undertakes, as part of the subject-matter hereof, to attend four meetings held as part of the Project by SKW in Poland and Ukraine (hereinafter referred to as "the Meeting") in 2020.
2. Specific dates of the Meetings shall be set by SKW and communicated to the Participant at least two weeks in advance. SKW reserves the right to change the date and place of the Meeting.
3. Should circumstances preventing the Participant from attending the Meeting arise, the Participant shall advise SKW of this fact prior to the beginning of the Meeting, however, not later than within seven days before the Meeting date. Where the Participant fails to meet this obligation, it shall reimburse SKW for 30% of the total costs incurred by SKW in relation to the Participant's participation in the Project, i.e. the aggregate costs contemplated in Clause 3.
4. The Participant shall give irrevocable consent to its image captured during the Meeting being used by SKW exclusively for promotional purposes pertaining to the "LWOWRO" Project. The Participant shall further consent to statements (in the form of citations including their name) made by them during the Meeting being contained in promotional publications.

Clause 3

1. SKW, as part of the subject-matter hereof, undertakes to:
 - a) Cover the Participant's costs relating to a travel from Lviv to Wrocław and a travel from Wrocław to Lviv up to the total amount of PLN 500 gross (say: five hundred Polish Zlotys), plus a return trip;
 - b) Provide accommodation during the Meeting;
 - c) Provide financial support in the form of allowance of EUR 20 per person for each day of attendance at the Meeting.
2. The Parties agree the costs contemplated in Subclause 1 shall be covered, *inter alia*, by providing the Participant with accommodation at the aforesaid locations, however, the place of the Participant's accommodation shall be chosen by SKW.
3. SKW shall not cover any additional costs arising from the Participant's stay at the place of the Meeting.
4. The costs referred to in Clause 3(1)-(2) shall be covered by SKW solely and exclusively within the Republic of Poland.

Clause 4

1. In compliance with the obligation set out in Article 13 of the 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 (GDPR), SKW advise the Participant that:
 - 1) The Principal shall be the Data Controller of Personal data provided herein and in the course of its performance, which shall be processed by SKW or entities engaged by SKW solely for the purposes of the performance and settlement of the Agreement and for the term hereof, and where it has come to an end or been terminated, solely for a time period and to an extent permitted by generally applicable legal regulations, including in relation to a legal obligation imposed on SKW, which includes, but is not limited to, the obligation to document SKW's business operations as required by law or on the basis of SKW's legitimate interests which include, without limitation, establishing and pursuing claims (Article 6(1)(b)-(f) of GDPR), or on the basis of additional consent given by the data subject (Article 6(1)(a) of GDPR or in relation to data of special nature – Article 9(2)(a) of GDPR) for a time period and to the extent of such consent;
 - 2) Data shall be processed at the Data Controller's registered office in Wrocław (50-067), at ul. Świdnicka 8B or at any other place where SKW, as the Data Controller, or an entity engaged by SKW to process data on its order conducts business;
 - 3) The data subject shall have the right to access their own personal data and correct or rectify the same, the right to request that it be erased or its processing be restricted, the right to lodge a complaint with a supervisory authority (the President of the Office for Personal Data Protection) against processing in contravention of law or raise an objection to the personal data processing under Article 6(1)(e) and (f) of GDPR due to reasons attributable to special circumstances pertaining to such a person, and the right to demand that the data be moved in a structured, commonly used and machine-readable format, and regarding data processed with the consent – the right to withdraw such consent at any time without affecting the lawfulness of processing based on consent before its withdrawal, in accordance with the Regulation 2016/679 of the European Parliament and of the Council (EU) of 27 April 2016 (GDPR);
 - 4) Consent to data processing may be withdrawn at any time. In the event that the consent for data processing has been withdrawn, or where the period for which the same was granted has expired, personal data may be further processed solely for a time period and to an extent

permitted by generally applicable legal regulations, including in the cases and for the purposes set out in Subclause 1),

- 5) SKW in pursuance of the purpose of processing may provide personal data to entities collaborating with SKW in order to achieve the purpose, e.g. subcontractors, offices dealing with the settlement of public fees, charges and levies relating to SKW's employees and counterparties;
 - 6) The data subject may exercise their rights in relation to the Data Controller at the Data Controller's registered office, by mail or via email. Any communications relating to the processing of personal data shall be sent at the following address: Strefa Kultury Wrocław, ul. Świdnicka 8B, 50-067 Wrocław (please make a note "Dane Osobowe" (Personal data)) or at the email address: iod@strefakultury.pl (please include the following information in the subject of your message: "Dane Osobowe" (Personal data)), and by telephone, calling on +48 71 712 75 75. The current contact details of the Principal's Data Protection Officer: Sebastian Sobecki, email: iod@strefakultury.pl, telephone no.: +48 71 712 75 75.
2. The Participant undertakes to provide information referred to in Subclause 1 to persons engaged by it to perform the Agreement or such persons whose personal data is disclosed by SKW during the performance hereof.

Clause 5

1. Any matters which have not been covered herein shall be governed by the provisions of the Polish Civil Code and other universally binding legal regulations applicable within the Republic of Poland.
2. Any amendments hereto shall be made in writing, otherwise they shall be null and void.
3. The Parties undertake to resolve any potential disputes arising from or relating to this Agreement and the performance hereof through negotiations, acting in good faith and treating the other Party's reasonable interests with respect. Where the Parties are not able to reach such resolution, the dispute shall be referred to a competent court of proper venue for the registered office of BFI 2016 in accordance with the laws of Poland.
4. The Agreement has been made in two counterparts, one for the Participant and one for SKW.

PARTICIPANT

SKW