**Załącznik IX MONO/ X MULTI do Umowy z beneficjentem POWER SE**

**WERSJA DLA ORGANIZACJI ZAGRANICZNEJ**

**Agreement on the processing and protection of personal data of participants in projects under the Operational Programme Knowledge Education Development 2014-2020 co-financed by the European Social Fund[[1]](#footnote-1)**

entitled:

………………………………………………………………………………………… *[insert project name]*

no.:………………………………………………………………………………………… *[insert project number]*

implemented as part of Grant Agreement No.: .................... *[insert project grant agreement number]*

concluded by and between the Foundation for the Development of the Education System whose registered office is in Warsaw, Al. Jerozolimskie 142A, KRS 0000024777, NIP 526-10-00-645, hereinafter referred to as FDES, and a beneficiary[[2]](#footnote-2) acting for the purposes of the project as **the sending organisation**/ coordinator[[3]](#footnote-3) of beneficiaries who play jointly the role of **sending organisations**.

……………………………………………………………………………………… *[insert full official name of the sending organisation]*

…………………………..………………………………… *[insert official address of the sending organisation - street, house/unit number]*

…………………………………………..…………………………… *[insert postcode, locality and country of the sending organisation]*

………………………………..…………………………… *[insert the name of the sending organisation’s register, if applicable],*

represented by:

…………………………………………..… *[insert full name and position of the sending organisation’s legal representative],*

hereinafter referred to as **the sending organisation** being a party to the Agreement and hereby entrusting the processing and protection of the personal data of participants in the above project **the host/partner organisation** supporting the project:

……………………………………………………………………………………… *[insert full name of the host/partner organisation]*

…………………………..……………………………… *[insert official address of the host/partner organisation - street, house/unit number]*

…………………………………………..…………………………… *[insert postcode, locality and country of the host/partner organisation]*

………………………………..…………………………… *[insert the name of the host/partner’s organisation register, if applicable],*

represented by:

…………………………………………..… *[insert the full name and position of the host/partner organisation’s legal representative],*

hereinafter referred to as **the host/partner organisation** being the other party to the Agreement and undertaking the processing and protection of the personal data of participants in the above project in accordance with the provisions of the Agreement, hereinafter referred to as the Agreement.

**The Parties to the Agreement identified above hereby agree the following terms and conditions and the following annexes:**

**Annex 1** Minimum scope of data to be transferred to **the sending organisation**;

**Annex 2** Data processing authorisation and revocation templates - minimum scope required by **the sending organisation.**

**TERMS AND CONDITIONS**

**ARTICLE I - SUBJECT MATTER OF THE AGREEMENT**

**I.1** Acting on the strength of authorisation granted by the Minister of Development acting as the Managing Authority for the Operational Programme Knowledge Education Development 2014-2020 (POWER), **the sending organisation** shall entrust **the host/partner organisation** with data processing in the name and on behalf of the Ministry of Development, hereinafter referred to as the POWER Managing Authority (MA) as specified in the terms and conditions of the Agreement.

**I.2** **The host/partner organisation** shall sign two copies of the Agreement delivered by **the sending organisation** in accordance with its representatives’ legal authorisation and shall immediately return both signed copies to **the sending organisation**.

**ARTICLE II - LEGAL FRAMEWORK OF THE AGREEMENT**

Personal data processing shall be permitted on the basis of and with regard to:

**II.1 POWER filing system:**

1. Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (Official Journal of the European Union L 347 of 20.12.2013, page 320 as amended);
2. Regulation (EU) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006 (Official Journal of the European Union L 347 of 20.12.2013, page 470);

**II.2 Central ICT filing system supporting the implementation of operational programmes:**

1. Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006;
2. Regulation (EU) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006;
3. Commission Implementing Regulation (EU) No 1011/2014 of 22 September 2014 laying down detailed rules for implementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards the models for submission of certain information to the Commission and the detailed rules concerning the exchanges of information between beneficiaries and managing authorities, certifying authorities, audit authorities and intermediate bodies (Official Journal of the European Union L 286 of 30.09.2014, page 1).

**ARTICLE III - POWER MANAGING AUTHORITY REQUIREMENTS CONCERNING THE PROTECTION OF THE DATA OF PARTICIPANTS IN PROJECTS CO-FINANCED BY THE EUROPEAN SOCIAL FUND**

**III 1.** As part of POWER and within the scope set out in Annex 1 to the Agreement, **the host/partner organisation** involved in the project may process personal data, in particular for the purposes of confirming expenditure eligibility, providing support to project participants, evaluation, monitoring, inspection, auditing and reporting as well as for the purpose of informational and promotional activities.

**III. 2 The host/partner organisation** shall not determine the purposes and means of data processing.

**III. 3** Prior to the commencement of personal data processing, **the host/partner organisation** shall undertake steps to protect data filing systems specified in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

**III. 4** Prior to the commencement of personal data processing, **the host/partner organisation** shall prepare documentation describing the method of personal data processing as well as technical equipment and organisational arrangements intended to ensure personal data processing protection, including - in particular - security policy and a personal data processing IT system management manual.

**III. 5** Only persons authorised by **the host/partner organisation** who have personal authorisations to process personal data shall be permitted to process personal data.

**III. 6** T**he sending organisation** shall authorise **the host/partner organisation** to grant and revoke personal authorisations to process personal data within the filing system mentioned in Article II.1 with regard to people mentioned in Article III.5. Such authorisations shall be stored by **the host/partner organisation** in its registered office; personal data processing authorisation and revocation templates have been provided in Annex 2 to the Agreement. **The sending organisation** shall permit **the host/partner organisation** to apply authorisation templates other than those specified in Annex 2 on the condition that they contain all elements identified in the templates provided in Annex 2. The POWER Managing Authority shall be the only issuer of authorisations to process personal data within the filing system specified in Article II.2.

**III. 7 The host/partner organisation** shall undertake to store documentation relating to the implementation of the project for a period of two years starting from 31 December in the year following the submission to the European Commission of a statement of expenditure presenting total expenditure on project completion. **The sending organisation** shall notify **the host/partner organisation** of the starting date of the period mentioned in the first sentence. The period mentioned in the first sentence shall be interrupted in the case of instituting administrative or legal proceedings relating to expenditure accounted for in the project or in the case of a duly justified request of the European Commission. **The host/partner organisation** shall be notified of it in writing.

**III. 8** Personal authorisations mentioned in Article III. 6 shall be valid until revoked, however, not after the date mentioned in Article III. 7. Authorisations shall expire when the legal relationship between **the host/partner organisation** and the person indicated in Article III.5 is terminated. **The host/partner organisation** should have at least one person possessing a personal authorisation to process personal data responsible for supervising archived documentation until the day mentioned in Article III.7.

**III. 9 The host/partner organisation** shall keep a register of persons authorised to process personal data in relation to the Agreement.

**III. 10** **The sending organisation** shall require **the host/partner organisation** to provide information to persons to whom data refers, as specified in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

**III. 11 The host/partner organisation** shall take all steps to protect confidentiality of personal data processed by persons authorised to process personal data.

**III. 12 The host/partner organisation** shall immediately notify the sending organisation of:

(a) any cases of personal data misuse or confidentiality infringement;

(b) any activities involving its participation in proceedings concerning personal data protection instituted in particular before the European Data Protection Supervisor or their counterpart in countries participating in POWER, public offices, police or courts;

(c) results of inspections performed by entities authorised in the scope of personal data processing, including information on compliance with recommendations mentioned in Article III. 17.

**III. 13** On each request of **the sending organisation**, **the host/partner organisation** shall undertake to provide it with information relating to personal data processing mentioned in this Article, and in particular to immediately provide information about each data protection infringement committed by themselves and those holding their authorisations to process personal data.

**III. 14 The host/partner organisation** shall facilitate inspections **by the sending organisation/** FDES/ POWER MA or entities authorised by them performed on data processing sites and relating to compliance of data processing with the Personal Data Protection Act and with the Agreement. Notice of intended inspection should be submitted to the entity to be inspected not later than at least 5 working days prior to the inspection.

**III. 15** Should POWER MA become aware of **the host/partner organisation** being in blatant breach of the obligations imposed by Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data or by this Agreement**, the host/partner organisation** shall facilitate an unannounced inspection performed **by the sending organisation** /FDES/POWER MA or entities authorised by them.

**III. 16** In particular, inspectors appointed by **the sending organisation**/FDES/POWER MA or entities authorised by them have the right to:

(a) enter the premises where the personal data filing system is situated, on condition of producing a personal authorisation and within the working hours of **the host/partner organisation**, and the premises where the personal data is processed, in order to undertake necessary enquiries or inspections to evaluate personal data processing compliance with Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as with the Agreement;

(b) demand oral or written explanations in the scope necessary to ascertain the facts from persons authorised to process personal data;

(c) gain access to all documents and data directly related to the subject of the inspection and make copies of them;

(d) carry out examinations in relation to equipment, carriers and the personal data processing IT system.

**III. 17 The host/partner organisation** shall undertake to implement recommendations concerning data protection quality improvement and the way in which data is processed made as a result of inspections carried out by **the sending organisation**/FDES/POWER MA or entities authorised by them or by other institutions authorised to perform inspections on the strength of separate regulations.

……………………………………………………………………………………………………………………..

Place/date/**host/partner organisation** legal representative’s/legal representatives’ signature

……………………………………………………………………………………………………………………..

Place/date/**sending organisation** legal representative’s/legal representatives’ signature

**ANNEX 1**

**- Minimum scope of indispensable data to be transferred to the Foundation for the** **Development of the Education System (FDES)**

The scope of data on mobility participants that the beneficiary shall be required to transfer to FDES using the **OnLine FRSE** and **Mobility Tool+** systems.

**Information about the project**

* The agreement / decision / annex number
* Beneficiary name
* Project title
* Application for the period
* Project implementation time

**Data of the institutions receiving support - basic data**

* Country
* Name of the institution
* Taxpayer’s (NIP) identification no.
* Type of the institution

**Data of the institutions receiving support - contact details**

* Province
* County
* Municipality
* Locality
* Street
* House no.
* Unit no.
* Postal code
* Area in accordance with the degree of urbanisation (DEGURBA)
* Telephone no.
* E-mail:

**The details and type of support**

* Project participation start date
* Project participation end date
* Is the institution’s staff covered by the project support?
* The type of granted support
* Support participation start date
* Support participation end date

**Data of the participant receiving the support**

* Country
* Participant type
* Name of the institution
* First name and surname
* PESEL (Personal Identification) no.
* Sex
* Age at the time of joining the project
* Education

**Contact details of the participant**

* Province
* County
* Municipality
* Locality
* Street
* House no.
* Unit no.
* Postal code
* Area in accordance with the degree of urbanisation (DEGURBA)
* Telephone no.
* E-mail:

**The details and type of support provided to the participant**

* Project participation start date
* Project participation end date
* Labour market status of the person at the time of joining the project
* Profession
* Employed at
* The situation (1) of the person at the time of termination of project participation
* The situation (2) of the person at the time of termination of project participation
* Has the project participation of that person ended in line with the participation path planned for them?
* The type of granted support
* Support participation start date
* Support participation end date

**Project participant’s status at the time of joining the project**

* A member of national or ethnic minority, migrant, person of foreign descent
* A homeless person or a person suffering disadvantage in terms of access to housing
* A person with disability
* A person living in a workless household
* including: a household with dependent children
* A person living in a household composed of one adult and dependent children
* A person suffering other social disadvantage (than these mentioned above)

**FDES reserves the right to introduce changes to the scope of data about mobility participants resulting from the change of guidelines of the Operational Program Knowledge Education Development.**

**ANNEX 2**

**PERSONAL DATA PROCESSING AUTHORISATION NO.\_\_\_\_\_\_**

I hereby authorise [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] to process personal data in the Operational Programme Knowledge Education Development data filing system. Moreover, I agree to the processing of my personal data by above organisation, having its registered office outside of Poland.

The authorisation shall enter into force on [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]. The authorization shall expire upon the termination of your legal relationship with [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Legible signature of the person authorised to issue and revoke the authorisations.

 I acknowledge by signing below that I have received the authorisation

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 (place, date, signature)

I hereby declare that I have become acquainted with personal data protection regulations and with *Personal data protection security policy and Personal data processing IT system management manual* in place at *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*. I undertake to observe the personal data protection rules stipulated in the above mentioned documents.

I undertake to maintain confidentiality of the processed personal data, with which I have become acquainted, and of the methods of protecting it, both during the term of the contract and after the expiry of legal relationship between me and [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Legible signature of the person making the declaration

**REVOCATION OF PERSONAL DATA PROCESSING**

**AUTHORISATION NO.\_\_\_\_\_\_**

I hereby revoke the authorisation granted to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to process personal data no. \_\_\_\_\_\_\_\_\_\_\_ issued on \_\_\_\_\_\_\_\_\_\_\_\_\_. The revocation shall enter into force on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legible signature of the person authorised to issue and revoke the authorisations.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (place, date)

1. Any references hereinafter to the programme shall be deemed to mean the Operational Programme Knowledge Education Development 2014-2020 approved by European Commission Decision No. C(2014) 10129 of 17.12.2014 [↑](#footnote-ref-1)
2. In the case of MONO grant agreements - with a single beneficiary. [↑](#footnote-ref-2)
3. In the case of MULTI grant agreements - with multiple beneficiaries. [↑](#footnote-ref-3)