

Agreement on the Entrustment of Personal Data Processing in connection with a Domestic/ Foreign*
Internship

made onin Częstochowa.
between:

Częstochowa University of Technology, 42-201 Częstochowa, ul. Dąbrowskiego 69, represented by:
Vice-Rector for science – prof. dr hab. inż. Jerzy Wysocki
hereinafter referred to as the Data Administrator

and

.....
.....
hereinafter referred to as the Processor

§ 1

Entrustment of Personal Data Processing

1. The Data Administrator entrusts the Processor, under Art. 28 of the General Data Protection Regulation of 27 April 2016 (hereinafter referred to as the „Regulation”) with personal data for processing according to the rules and for the purposes of a domestic/foreign* internship.
2. The Processor agrees to process personal data entrusted to it in accordance with this Agreement, the Regulation and other generally applicable legal regulations that protect the rights of data subjects.

§ 2

Scope and Purpose of Data Processing

1. The Processor shall process ordinary data entrusted under this Agreement and the agreement dated, exclusively for the purposes of a domestic/foreign internship*.
2. The Processor cannot process personal data for purposes other than those indicated in section 1 hereof.

§ 3

Processor' s Obligations

1. In processing personal data the Processor agrees to secure such data by applying suitable technical and organisational measures that ensure an adequate level of security appropriate to the risk related to personal data processing, as mentioned in Art. 32 of the Regulation.
2. The Processor agrees to grant authorizations to process personal data to all the persons who will be processing the entrusted data for the purposes of this Agreement.
3. After the end of provision of the services related to processing, the Processor shall delete personal data and any copies thereof unless the Union or a member state law requires that the personal data must be stored.
4. After the Processor discovers a breach of personal data security, the Processor shall immediately notify the Administrator of such fact within 24 hours.

§ 4

Right to Inspect

1. According to Art. 28 (3)(h) of the Regulation the Administrator has the right to inspect whether the measures applied by the Processor in processing and securing personal data comply with the provisions of this Agreement, having first agreed the date of such inspection with the Processor, however not later than 7 business days from the date of a notification of an intention to carry out such inspection.
2. The Processor agrees to remove, if possible, any deficiencies found during the inspection within the time limit specified by the Data Administrator, no longer than 5 business days.
3. The Processor shall make available to the Administrator any information necessary to demonstrate compliance with the obligations laid down in Art. 28 of the Regulation.
4. The Processor shall comply with the Entrusting Party's instructions relating to improvement of quality of security of personal data entrusted and the manner of processing thereof, resulting from the inspection.

§ 5

Sub-entrustment of Data for Processing

1. The Processor may entrust personal data covered by this Agreement for further processing to its subcontractors only for the purposes of performance of this Agreement and exclusively after the Data Administrator's prior written consents is obtained, otherwise invalid.
2. The Processor has no intention to transfer personal data to any third state or international organization. Any transfer of personal data to a third state or international organization may take place exclusively on the basis of provisions 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.
3. The Processor is held fully responsible towards the Administrator for failure to comply with data protection obligations incumbent on a subcontractor.

§ 6

Processor's Responsibility

1. The Processor is responsible for its actions and/or omissions and for actions and/or omissions of persons with the aid of whom it will be processing personal data, and for other processing entities to which the Processor entrusted the data, as for its own actions or omissions.
2. The Processor is responsible for making available or use of personal data contrary to this Agreement, especially for making the personal data entrusted available to any unauthorized persons. In this regard, the Processor shall fully cover any damage suffered by the Administrator.
3. In the event when the Administrator suffers any damage in connection with the processing by the Processor of personal data contrary to personal data protection regulations, the Processor shall entirely cover such damage.

§ 7

Term of the Agreement

This Agreement is valid for the duration of a domestic/international internship*.

§ 8

Termination

The Administrator may terminate this Agreement without observing the notice period, if the Processor:

- a) in spite of being obliged to remove deficiencies disclosed during an inspection, fails to remove them within the time limit prescribed,
- b) processes personal data contrary to this Agreement,
- c) entrusted the processing of personal data to other entity without the Data Administrator's consent.

§ 9

Final Provisions

1. This Agreement has been drawn up in two identical copies, with one copy for each of the Parties.
2. Provisions of the Civil Code, the Regulation and the Personal Data Protection Act shall apply in matters not governed herein.
3. The court competent for resolving any disputes arising out of this Agreement shall be the court having jurisdiction over the Administrator.
4. Any amendments to this Agreement must be made in writing otherwise they shall be null and void.

Data Administrator

Processor