

PRINCIPLES AND METHOD OF PERSONAL DATA PROCESSING

I. General rules of personal data processing in NAWA programmes

1. This appendix sets out the principles and method of personal data processing and protection referred to in the Agreement. All references to the “Agreement” mean the Agreement signed between the Beneficiary and NAWA for the implementation and funding of the Beneficiary’s project implemented under the NAWA programmes, and “Guidelines” mean the Guidelines and Principles for the Implementation of Projects under the NAWA Programmes – Institutional Programmes to which this Appendix is attached.
2. The Agency entrusts the Beneficiary with the processing of personal data in the files of the Polish National Agency for Academic Exchange, of which it is the controller, for the purpose of proper implementation of this Agreement.
3. The legal basis for processing of personal data in the files of the Polish National Agency for Academic Exchange is Article 6(1)(b)(c)(e) and (f) of the General Data Protection Regulation (GDPR).
4. Personal data are entrusted for the purpose of the proper implementation of this Agreement. The period of entrustment of personal data covers the period of performance of this Agreement and the period necessary to archive information related to the Agreement or necessary to make possible settlements related to the Agreement.
5. The entrustment includes personal data of individuals involved in the Project implementation.
6. The Beneficiary may only use personal data entrusted for processing:
 - 1) for purposes related to the performance of the subject of the Agreement;
 - 2) to the extent necessary for the performance of this Agreement.
7. In order to protect personal data entrusted for processing, the Beneficiary undertakes to take technical and organizational measures to ensure that the processing meets the requirements of GDPR, the Programme Regulations and this Agreement and protects the rights of data subjects. In particular, this includes the measures referred to in Articles 24 and 32 of GDPR.
8. The Beneficiary, in the case of processing the entrusted personal data in the IT system, undertakes to process them via the Agency’s ICT System.
9. The Beneficiary undertakes to ensure that persons having access to the personal data entrusted to them on the Beneficiary’s side:
 - 1) are authorized by the Beneficiary to process them;
 - 2) keep them confidential during and after cooperation with the Beneficiary.
10. The Beneficiary supports NAWA – to the extent agreed between NAWA and the Beneficiary – in the implementation of:

- 1) the obligation to respond to requests from persons whose personal data are used within the scope of entrustment, within the scope of their rights set out in Chapter III of GDPR;
 - 2) the obligations set out in Articles 32 to 36 of GDPR.
11. The Beneficiary immediately informs NAWA of any identified breaches of personal data used within the scope of entrustment. Information for NAWA includes the following:
 - 1) the nature of the personal data protection breach, including, if possible, the category and approximate number of data subjects and the category and approximate number of entries of personal data concerned;
 - 2) the full name and contact details of the Beneficiary's data protection officer or the designation of another person on the Beneficiary's side who can provide more information;
 - 3) possible consequences of a personal data protection breach;
 - 4) a description of the measures applied or proposed by the Beneficiary to address the personal data breach, including, if applicable, measures to minimize any adverse effects of the breach.
 12. The Beneficiary keeps a register of persons authorized to process personal data in connection with Project implementation.
 13. NAWA may allow the Beneficiary to entrust personal data to other processing entities to the extent necessary to implement the Project.
 14. The Beneficiary informs NAWA of any changes regarding adding or replacing the entities referred to above. NAWA reserves the right to object to these changes. NAWA has 14 days from the date of notification to express its consent or objection. Acceptance is made via electronic means. In the absence of a reply within 14 days from the date of notification by the Beneficiary, it is deemed that NAWA has not objected to further entrusting of the processing of personal data.
 15. The Beneficiary guarantees that another processor whose services they intend to use for the processing of personal data will provide the same guarantees and comply with the obligations imposed on the Beneficiary; in particular, they provide sufficient guarantees for the implementation of appropriate technical and organizational measures to ensure that the processing meets the requirements of GDPR and protects the rights of the data subjects.
 16. The Beneficiary is fully liable to NAWA for failure to comply with the data protection obligations of another processor to whom they entrusted the processing of personal data. In such event, NAWA has the right to demand the immediate cessation of the Beneficiary's use of the services of this entity regarding the processing of personal data.
 17. The Beneficiary notifies NAWA without delay of any comments, objections, requests or proceedings by any person or public authority with regard to personal data entrusted to them for processing by NAWA, and in particular of any control activities undertaken by the supervisory authority with regard to them and of the results of such control if the personal data entrusted to the Beneficiary by NAWA are included in its scope.



18. NAWA or an auditor authorized by NAWA may carry out audits, including inspections, at the Beneficiary's premises in order to determine whether the Beneficiary fulfils their data protection obligations. Such activities may consist in particular in:
 - 1) making a note of the activities, in particular of the collected explanations, inspections carried out and activities related to access to devices, carriers and IT systems used for personal data processing;
 - 2) receiving explanations from persons processing the entrusted personal data;
 - 3) making copies of the documents received;
 - 4) making copies of the image displayed on the screen of a device which is part of an IT system used to process or protect the personal data entrusted to them;
 - 5) making copies of the records of the registers of the IT system used to process the entrusted personal data or records of the technical configuration of the system's security measures.
19. NAWA draws up a report on the audit that it carried out and sends a copy of the report to the Beneficiary. The report includes in particular the Beneficiary's actions or omissions resulting in a breach of the data processing agreement or a breach of the generally applicable regulations on personal data protection, including GDPR.
20. The Beneficiary, within the time limit agreed with NAWA, remedies the breaches identified in the NAWA report.