

Appendix 7 to the Agreement – Principles and Method of Personal Data Processing

Principles and Method of Personal Data Processing

1. This appendix sets out the principles and method of personal data processing referred to in § 17 of the Agreement. Any reference to the Agreement means the Agreement to which this Appendix 5 is attached.
2. 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 the 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.
3. The entrustment includes personal data of persons involved in the implementation of the Project, to the extent necessary to perform this Agreement.
4. The Beneficiary may use the personal data referred to in section 3 above:
 - a) exclusively for purposes related to the performance of the subject of the Agreement;
 - b) exclusively to the extent indicated in section 3 above.
5. In order to protect personal data entrusted to the processing, the Beneficiary undertakes to take technical and organisational 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.
6. The Beneficiary undertakes to ensure that persons having access to the personal data entrusted to them on the Beneficiary's side:
 - a) are authorised by the Beneficiary to process them;
 - b) keep them confidential during and after the cooperation with the Beneficiary.
7. The Beneficiary supports NAWA – to the extent agreed between NAWA and the Beneficiary – in the implementation of:
 - a) the obligation to respond to requests from persons whose personal data are used in the framework of the entrustment, within the scope of their rights set out in Chapter III of GDPR;
 - b) the obligations set out in Articles 32 to 36 of GDPR.
8. The Beneficiary immediately informs NAWA of any identified breaches of personal data used within the framework of the entrustment. Information for NAWA includes the following:
 - a) 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;

- b) 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;
 - c) possible consequences of a personal data protection breach;
 - d) description of the measures applied or proposed by the Beneficiary to remedy the personal data protection breach, including, where appropriate, measures aimed at minimising the possible negative effects of the breach.
9. The Beneficiary keeps a register of persons authorised to process personal data in connection with the Project implementation.
10. NAWA may allow the Beneficiary to entrust personal data to other processing entities to the extent necessary to implement the Project.
11. 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 the processing of personal data.
12. 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 organisational measures to ensure that the processing meets the requirements of GDPR and protects the rights of the data subjects.
13. 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.
14. 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.
15. NAWA or an auditor authorised 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. The control activities may consist in particular in:
 - a) 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 processing personal data;
 - b) receiving explanations from persons processing the entrusted personal data;
 - c) making copies of the documents received;



- d) 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;
 - e) 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.
16. NAWA draws up a report on the audit 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 entrustment agreement or a breach of the generally applicable regulations on personal data protection, including GDPR.
17. The Beneficiary, within the time limit agreed with NAWA, remedies the breaches identified in the NAWA report.