Appendix no. 9
to Regulation no. 82 of Rector of the University of Warsaw
of 1 August 2019 on civil law contracts

[Translation of]

Specimen personal data processing agreement

PERSONAL DATA PROCESSING AGREEMENT

no. …………………………………………..
(successive agreement no./UW's organisation unit code/year)

entered into on ...., in Warsaw, by and between:

the University of Warsaw, with its registered office in Warsaw, ul. Krakowskie Przedmieście 26/28, 00-927 Warsaw, NIP (Tax ID No.) 525-001-12-66, REGON (Statistical ID No.) 000001258, represented by

.... - …… ………….................................. ,
acting under a power of attorney granted on....................... , hereinafter referred to as the **"Data Controller,"**
and (fill out and delete as appropriate)

⌐ ...., usual address: ………..........................
         (first name and surname)
.... ,
PESEL (Citizen ID No.) / issuing authority and no. of passport or other identification
document for a person who has no PESEL...................,[1]

⌐ ...., usual address: ………..........................
         (first name and surname)
.... ,
NIP (Tax ID No.) …………………………, REGON (Statistical ID No.)
………………………….., engaged in an economic activity under the name[2]
A printout from the Central Register and Information on Economic Activity comprises
an appendix to this agreement,

⌐ …………………………….………………….. usual address: …………………………
         (first name and surname)
……………………………………………………………NIP (Tax ID No.) ………………
REGON (Statistical ID No.) ………………….., and ……………………., usual address:
…………………..

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[1] Data of the party that is a natural person not engaged in an economic activity.
[2] Data of the party that is a natural person engaged in an economic activity.

……………………….….... NIP (Tax ID No.) ……………………….. REGON (Statistical ID No.) .... ,

engaged in an economic activity in the form of a civil law partnership under the name ………………………………………………..., in …………………., NIP (Tax ID No.) , REGON (Statistical ID No.) …………..,3represented by .... ,

Printouts from the Central Register and Information on Economic Activity concerning the partner to the civil law partnership comprise appendixes to this agreement.

⌋ .... with its registered office in ………......................

.... ,

entered by the District Court .... to the Register of Businesses of the National Court Register (KRS) with no....................., NIP (Tax ID No.) ....,

represented by ....,

based on an extract from the above-mentioned National Court Register/extract from the National Court Register and power of attorney. comprising appendix(es) to this agreement[4],

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

hereinafter individually referred to as **"Party"** and jointly as **"Parties,"** worded as follows:

Section 1
The Processing of Personal Data

1. In connection with the performance of contract no. ……….. of ....the subject matter of which is ……………………………………………………………, the Data Controller entrusts the processing of personal data on the terms and conditions set out herein, in accordance with Article 28 of Regulation (EC) No 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 (General Data Protection Regulation), hereinafter referred to as "GDPR."
2. The Data Controller represents that, within the meaning of GDPR, it is the controller of the personal data that it entrusts for the processing.
3. The entrusted data include information regarding …………….. (indicate categories of data subjects, e.g. employees, students, etc.).
4. The Processor represents that it is professionally engaged in activities included in the scope of this agreement, and that it has the appropriate knowledge and resources to carry out these activities.

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3 Data concerning contractors who engage in an economic activity as part of a civil law partnership.
4 Data on the party that is a legal person or an organisational unit without legal personality.

5. The Processor processes personal data only under a documented instruction of the Data Controller.
6. In connection with the performance of this agreement, neither Party is entitled to any remuneration.

Section 2
Scope and Purpose of Data Processing

1. The Processor will process the following personal data, entrusted to it under this agreement: ……………………….. (specify the category of personal data, e.g. first names, surnames, PESEL, phone numbers, email addresses, etc.)
2. The personal data entrusted by the Data Controller will be processed by the Processor exclusively in connection with and in order to perform the contract referred to in Section 1 Clause 1 and in a manner that is in conformity with this agreement.
3. Personal data will be processed by the Processor using IT systems or in a traditional (hard copy) manner, solely for the purpose of the proper performance of the contract referred to in Section 1 Clause 1.
4. The Processor may only perform such operations on the entrusted personal data as are necessary for the performance of the contract referred to in Section 1 Clause 1, namely:
   1) ……,
   2) ……,
   3) ……,
   (describe which categories of operations the Processor will perform on the data in order to perform the contract referred to in Section 1 Clause 1: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction).

Section 3
Manner of Agreement Performance

1. In any case, the Processor will process the personal data entrusted to it only in accordance with legal provisions, this agreement and good practices, applicable to the protection of personal data. Legal provisions area understood by the Parties as all national and European legal provisions applicable to the Data Controller and to the Processor now or in the future, taking into account possible changes thereof during the term of this agreement.
2. The Processor represents that it keeps a record of processing activities and has adequate measures (including adequate safeguards) to process the data in accordance with GDPR. The Processor undertakes that, in the processing the entrusted data, it will protect them by implementing the technical and organisational measures referred to in Article 32 GDPR that ensure an adequate level of security, corresponding to the risk related to

the data processing, in particular resulting from accidental or unlawful destruction, loss, modification, unauthorised disclosure or unauthorised access to data transmitted, stored or otherwise processed.

3. The Processor will only permit to have the data processes by the persons who:
   1) have been trained by the Processor in respect of personal data protection;
   2) have individual authorisations to process data, granted by the Processor;

   3) has undertaken in writing to observe principles of personal data protection, including the obligation to maintain the confidentiality of the processed personal data and methods of their protection for an indefinite period of time, and represented that they are familiar with the applicable legal provisions on the protection of personal data.

Section 4
Obligations of the Processor

1. The Processor undertakes to process the data only for the purpose and to the extent set out in this agreement.
2. The Processor will keep records of the persons authorised to process data, including those having access to IT systems in which data are processed.
3. The Processor undertakes not to disclose information about data to unauthorised persons, in particular in respect of the protection and security measures applied in relation to the data by the Processor or by the Data Controller.
4. If necessary, the Data Controller may provide the Processor with detailed recommendations on the processing of data in accordance with this agreement, in particular applicable to data protection, and the Processor must immediately comply with the Data Controller's recommendations.
5. As far as possible, the Processor will provide assistance to the Data Controller to the extent necessary to respond to requests of the data subject and to comply with the obligations set forth in Articles 32 to 36 GDPR.
6. The Processor undertakes to:
   1) provide the Data Controller, at each request of the Data Controller, with all the information necessary to prove that the Processor complies with the obligations resulting from provisions governing the protection of personal data (in particular GDPR), within 7 days of the date of receipt of the request;
   2) immediately, inform the Data Controller of the following in an effective manner:
      a) in each case of a data protection breach, i.e. any situation that constitutes a breach of provisions on personal data protection or this agreement, especially those that may result in the Data Controller's or Processor's

liability under applicable legal provisions (including violation of data confidentiality or their misuse), however, not later than within 24 hours after the discovery of the event. The notification should be made electronically to the following email addresses:

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and describe the nature of the breach and the categories of data concerned,

   b) any legitimate request for data to be made available to the competent public authority,

   c) any request received directly from the data subject with regard to the processing of his/her data, while refraining from responding to the request, unless authorised to do so by the Data Controller,

   d) any proceedings, in particular administrative or judicial proceedings, concerning the processing of data,

   e) any administrative decision or a judgement concerning the processing of data, addressed to the Processor, as well as of any planned (as far as known) or performed audits and inspections concerning the processing of data, in particular those carried out by the President of the Office for Personal Data Protection.

7. The Processor will enable authorised employees of the Data Controller to perform checks in the form of a personal data protection and security audit during the Processor's working hours, in respect of compliance of the processing with GDPR and provisions of this agreement.

8. The Processor must cooperate with the Data Controller's employees in the check-related activities referred to in Clause 7.

9. The Processor makes available to the Data Controller all the information that is necessary to demonstrate its compliance with obligations set out in Article 28 GDPR.

10. The Processor undertakes to inform its employees of its obligations under legal provisions governing the protection of personal data and this agreement.

Section 5
Data Sub-Processing

1. The Processor may entrust personal data for sub-processing to another processor only after obtaining the prior written consent of the Data Controller.

2. Another processor must comply with the same guarantees and obligations as those imposed on the Processor in order to comply with this agreement.

3. The Processor is fully liable to the Data Controller for failure to comply with the obligations borne by another processor.

4. The transfer of entrusted personal data to a third country or an international organisation may only take place on a written instruction of the Data Controller. If the Processor has such a legal obligation, it will notify the Data Controller thereof prior to the commencement of the processing.

Section 6
Rights and Obligations of the Data Controller

1. The Data Controller undertakes to inform the Processor about the intention to carry out an audit, in writing or by email, at least 7 working days before the planned date of such an audit. The Data Controller will make every effort to ensure that the activities performed as part of the audit do not interfere with the Processor's activities.

2. Representatives of the Data Controller are entitled to enter premises in which personal data are processed, and to demand that the Processor provide information concerning the course of personal data processing.

3. At the end of the audit referred to in Clause 1, a representative of the Data Controller will draw up a certificate in 2 counterparts, to be signed by representatives of both parties. The Processor may make reservations to the certificate within 5 working days after the date when it is signed by the parties. The Processor undertakes to comply with recommendations included in the certificate referred to in the preceding sentence, in order to eliminate deficiencies and improve the security of personal data processing, within the time limit set by the Data Controller.

Section 7
Liability of the Processor

1. The Processor is be fully liable for any damage to the Data Controller or other entities and persons, resulting from the processing of personal data:
   1) contrary to GDPR or other regulations, to the extent applicable to the Data Controller, or
   2) contrary to this agreement, or
   3) without or against a lawful instruction of the Data Controller.
2. To the extent in which, in accordance with GDPR, the Data Controller and the Processor are liable for damage to the data subject, they bear the joint and severable liability to such a data subject.

Section 8

Term and Termination

1. This agreement is entered into for a specified period of time between ..……........... and
   ……… or(indicate the term of the contract referred to in Section 1 Clause 1).
2. The Data Controller has the right to terminate this agreement without notice if:
   1) the Processor used the personal data in a manner contrary to this agreement, and in
      particular it made the personal data available to unauthorised persons;
   2) the Processor entrusted the processing of personal data to another processor without the
      prior consent of the Data Controller or failed to inform the Data Controller about the
      transfer of personal data to a third country or an international organisation;
   3) as a result of a control carried out by an authorised body, it was found that the Processor
      processes personal data in breach of provisions governing the protection of personal
      data and the Processor has not ceased the improper processing of personal data;
   4) the Data Controller found irregularities in the processing of personal data or a breach of
      this agreement, and the Processor did not eliminate the deficiencies within the deadline
      set by the Data Controller,
   5) The Processor will notify of its inability to continue to perform this agreement,
      and in particular of its inability to meet requirements of Section 3.
3. After the termination of this agreement, the Processor will immediately return to the Data
   Controller any materials or storage media containing personal data that are at the disposal
   of the Data Controller and other processors, and will take appropriate actions aimed at
   eliminating the possibility of further processing of personal data, and furthermore will
   delete personal data in a manner that makes it impossible to restore them from all storage
   media it has and that other processors have (including back-up copies), subject to Clause
   4.
4. Where EU law or the law of a Member State requires the Processor or other processor to
   store personal data for a period specified in those provisions, the Processor or other
   processor will have the right to store the personal data only to the extent necessary to
   comply with that legal obligation.
5. The return referred to in Clause 3 will be carried out on the basis of a return certificate,
   signed by the parties in two counterparts by their authorised representatives. The certificate
   will record the extent and for what period of time do relevant legal provisions require the
   Processor to store the personal data.

Section 9
Confidentiality Principles

1. The Processor undertakes to keep confidential all information, data, materials, documents and personal data received from the Data Controller and from persons cooperating with it as well as data obtained in any other way, whether intentionally or accidentally, in an oral, written or electronic form (confidential data).

2. The Processor represents that, in connection with the obligation to keep confidential data secret, they will not be used, disclosed or made available without the written consent of the Data Controller for purposes other than the performance of this agreement, unless the disclosure is necessary due to applicable legal provisions or this agreement.

Section 10
Final Provisions

1. In matters not regulated by this agreement, relevant provisions of generally applicable law apply, including the Civil Code and GDPR, and other provisions related to the protection of personal data.

2. Any changes to or termination of this agreement require a written form, under pain of nullity.

3. If one or more provisions of this agreement is or becomes invalid or ineffective, the validity or effectiveness of the remaining provisions of this agreement will not be affected. Upon becoming aware of the invalidity of any of the provisions of this agreement, the parties will immediately draw up a written annex to the agreement in which they will repeal the defective provisions and, if necessary, replace them with new ones.

4. The parties will try to resolve all disputes, misunderstandings or claims arising out of or in connection with the performance of this agreement in an amicable manner. If they fail to reach an amicable settlement, all disputes arising out of this agreement will be resolved by a common court having jurisdiction over the Data Controller's registered office.

5. This agreement has been drawn up in three counterparts, two for the Data Controller and one for the Processor.

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DATA CONTROLLER   **PROCESSOR**

PLEASE NOTE:

This is the translation of the specimen contract.

The binding contract is concluded in Polish.