Appendix 11

Template Personal data processing agreement,

hereinafter referred to as "the Agreement"

concluded in Białystok on ……………….

by and between:

Medical University of Białystok, ul. Kilińskiego 1, 15-089 Białystok, hereinafter referred to as "the Data Administrator" represented by mgr Konrad Raczkowski - Chancellor,

and

……………………………………………………….

………………………………………………………

represented by: ,

hereinafter referred to as "the Data Processor".

§1

Subject, scope and purpose of data processing

1. The subject matter of the agreement is entrusting by the Medical University of Bialystok of personal data for processing to the Data Processor, pursuant to Article 28 of the General Data Protection Regulation of 27 April 2016 (hereafter referred to as "the Regulation") on the terms and for the purpose set out in this Agreement.

2. The Data Processor shall process the data entrusted under the agreement solely for the purpose of implementing the agreement of ……………………………….. , the subject of which is to carry out activities aimed at effectively recruiting students at medical programs at the University from the areas of: ……………………………... , ordinary data to the extent necessary to perform the agreement in accordance with this Agreement, the Regulation and other generally applicable laws that protect the rights of the data subjects.

3. The entrusted personal data may be subject to following processing activities: data collection, storage, transfer of documents including the data to the Administrator.

§2

Responsibilities of the data processor

1. The Data Processor agrees to, when processing the personal data as entrusted, protect them by applying appropriate technical and organisational measures ensuring an adequate level of security corresponding to the risks associated with the processing of personal data referred to in Article 32 of the Regulation.

2. The Data Processor agrees to exercise due diligence in the processing of the personal data as entrusted.

3. The Data Processor undertakes to duly authorize all staff members who will process the entrusted data in order to execute this Agreement to process the personal data.

4. The data processor undertakes to ensure the secrecy of processed data and the methods of their protection by persons who it authorizes to deal with the processing of personal data for the purpose of executing this agreement, both during their employment within the Data processor's company and after its termination.

5. The Data Processor declares that pursuant to the obligation to keep the data confidential, they shall not be used, disclosed or made available without the Data Administrator's written consent for purposes other than the execution of the Agreement, unless the necessity to disclose the information is stipulated in applicable legal provisions.

6. The Data Processor undertakes to use protection of entrusted data against unauthorized or unlawful processing (destruction, loss, modification, unauthorized disclosure or unauthorized access to personal data sent, stored or otherwise processed) by means of appropriate technical or organizational measures.

7. The Data Processor undertakes to assist the Data Administrator to the necessary extent in meeting the obligations of responding to the requests of the data subject and fulfilling the obligations set out in Article 32 of the Regulation.

§3

Reporting breaches

1. The Data Processor undertakes, after finding a personal data protection breach, to report this to the Data Administrator without unnecessary delay, no later than within 24 hours.

2. Information provided to the Data Administrator should contain at least:

a) a description of the nature of the breach and - if possible - an indication of the category and

the approximate number of persons whose data has been violated and the amount/type of

data affected by the breach,

b) a description of the possible consequences of the breach,

c) a description of the means used or proposed for use by the Data Processor to remedy the

breach, including minimizing its negative effects.

§4

Audit rights

1. Pursuant to Article 28(3)(h) of the Regulation, the Data Administrator shall have the right to check whether the measures applied by the Data Processor in processing and securing the personal data entrusted comply with the provisions of the agreement.

2. The Data Administrator shall exercise the audit rights during the working hours of the Data Processor and with a minimum of 7 days notice.

3. The Data Processor shall provide the Administrator with all information necessary to demonstrate compliance with the obligations set out in article 28 of the Regulation and shall allow the administrator or auditor authorized by the administrator to carry out audits.

4. The Data Processor agrees to remedy the deficiencies identified during the audit by a date specified by the Data Administrator, in a period not exceeding 7 days.

§5

Further data processing

1. The Data Processor may entrust personal data covered by this Agreement for further processing to subprocessors solely for the purpose of performing the Agreement after obtaining the prior written consent of the Data Administrator.

2. The entrusted data may be transferred to a third country only at the written request of the Data Administrator, unless such an obligation is imposed on the Data Processor by EU or Member State regulations that the Data Processor is subject to. In such cases, prior to processing, the Data Processor shall inform the Data Administrator about this legal obligation, unless the said law prohibits the provision of such information on grounds of protecting important public interest.

3. The subprocessor referred to in §5 Item 2 of the Agreement shall extend the same guarantees and fulfil the same obligations as imposed on the Data Processor under this Agreement.

4. The Data Processor shall be fully responsible to the Data Administrator for failure to meet the data protection obligations imposed on the subprocessor.

§6

The Data Processor's liability

1. The Data Processor is liable for providing or using personal data in breach of the agreement, in particular for providing unauthorized persons with access to personal data entrusted for processing.

2. The Data Processor shall promptly inform the Data Administrator of any proceedings, in particular administrative or judicial ones, regarding the processing of personal data entrusted by the Data Administrator for processing as specified in the agreement, of any administrative decision or judgement regarding the processing of such data as addressed to the Data Processor, and also of any planned, if known, or carried out, audits and inspections regarding processing of such personal data within the Data Processor's company.

§7

Duration of the Agreement

Termination of the Agreement

1. The agreement is concluded for a definite period, i.e. from the date of conclusion of the agreement.

2. Each party may terminate this agreement with a one month's notice.

3. The Data Administrator may terminate this agreement with immediate effect provided that the Data Processor:

a) despite being obliged to remedy the breach identified during an audit, fails to do so within

the set time limit;

b) processes the personal data in a manner inconsistent with the Agreement;

c) has entrusted the processing of personal data to another entity without the consent of the

Data Administrator.

4. The Data Processor shall be entitled to process the data entrusted until either the expiration or termination of the Agreement.

5. Within 14 days following the termination of the Agreement, the Data Processor shall be required to remove the entrusted data from all media, programs and applications, including all copies, unless the obligation of their further processing results from the separate provisions of law.

§8

Final provisions

1. The agreement has been drawn up in two identical copies, one copy for each of the parties.

2. In matters not addressed herein, the generally applicable provisions of law, including the Regulation, shall apply.

3. All changes to the Agreement must be made in writing and shall otherwise be null and void.

……………………………………….. ………………………………………

Data Administrator Data Processor