

151/KSAP/2018

OPERATIONAL PROGRAMME 'KNOWLEDGE EDUCATION DEVELOPMENT'

09o00

PROJECT NUMBER - POWR.04.02.00-00-0005/18

AGREEMENT BETWEEN THE BENEFICIARY AND THE PARTNER

Glossary of terms:

1. Project No. POWR.04.02.00-00-0005/18 - project ("Academy of Management in Public Administration, an international program for improving managerial competences of middle management in public administration");
2. Beneficiary: Lech Kaczynski National School of Public Administration (NSPA);
3. Partner: National University of Public Service (NUPS);
4. Parties to the Agreement: Lech Kaczynski National School of Public Administration (NSPA) and National University of Public Service (NUPS);
5. Co-financing application and agreement with the Polish Ministry of Investment and Economic Development: Terms of Reference and Project Budget approved by the Ministry of Investment and Economic Development.

This Agreement shall govern the relations between the following Parties:

***Lech Kaczynski National School of Public Administration
ul. Wawelska 56,
00-922 Warsaw, Poland***

hereinafter referred to as '***the Beneficiary***', represented by
Mr. Wojciech Federczyk, PhD, Director,

and

***National University of Public Service (NUPS)
H-1083 Budapest,
2 Ludovika tér***

hereinafter referred to as the '***the Partner***', represented by:
Dr. András Koltay, PhD, Rector

The Parties have agreed as follows:

Article 1/ Subject-matter of the Agreement

1. The subject-matter of this agreement shall be the implementation of project No. **POWR.04.02.00-00-0005/18** (“Academy of Management in Public Administration, an international program for improving managerial competences of middle management in public administration”) signed between the Beneficiary and the Polish Ministry of Investment and Economic Development.
2. The maximum total costs of the “Academy of Management in Public Administration” project for the duration of the project as defined in project No. **POWR.04.02.00-00-0005/18**, including all sources of funding, have been set at 4 102 771,27 PLN (four million, one hundred and two thousand, seven hundred and seventy-one zlotys and 27/100) - including all taxes and contributions due.
3. The maximum co-financing from the Programme, covering the expenses incurred by the Parties to the Agreement, shall amount to: 4 102 771,27 PLN (four million, one hundred and two thousand, seven hundred and seventy-one zlotys and 27/100).
4. The final amount of the co-financing shall depend on the Ministry of Investment and Economic Development’s assessment of the eligibility of costs and the quality of results achieved under project No POWR.04.02.00-00-0005/18, in accordance with the rules established at Community and Member State level, and in particular in the *Guidelines for eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014–2020*, and may under no circumstances constitute a profit.
5. This Agreement shall govern the relations between the Parties, and in particular their rights and obligations in relation to project No. **POWR.04.02.00-00-0005/18** “Academy of Management in Public Administration” in accordance with the Agreement signed between the Polish Ministry of Investment and Economic Development and the Beneficiary.
6. The subject-matter of this Agreement, the project implementation schedule and the division of tasks have been described in detail in the Attachments, all of which represent an integral part of this Agreement, and the Parties hereby declare that they have read and accepted the same.

Article 2/ Duration of the Agreement

1. The implementation period for the project referred to in Article 1 hereof shall be 35 months. The project implementation period shall begin on 18 January 2019 and shall end on the day when the last payment application is approved by the Polish Ministry of Investment and Economic Development.

2. This Agreement shall enter into force upon signature by the Partner and the Beneficiary of the Project Agreement with the Ministry of Investment and Development and shall end on the date of payment of the last payment specified in this Agreement.
3. The period of eligibility for the costs shall begin on **18 January 2019** and shall end on the date of submission of the final report on project implementation to the Polish Ministry of Investment and Economic Development, i.e. 31 December 2021.

Article 3/ Obligations of the Beneficiary

1. As the Lead Partner, the Beneficiary shall represent the project consortium before the Polish Ministry of Investment and Economic Development in all matters related to project implementation.
2. The Beneficiary shall take the following actions:
 - a. It shall take all necessary steps to prepare, implement and properly manage the project, in accordance with the project implementation schedule and the division of tasks (attached), in accordance with the project objectives set out in the Agreement signed between the Polish Ministry of Investment and Economic Development and the Beneficiary.
 - b. It shall hand the following over to the Partner:
 - A copy of the co-financing application and project agreement for project No. **POWR.04.02.00-00-0005/18** signed with the Polish Ministry of Investment and Economic Development, together with attachments,
 - *Guidelines for eligibility of expenditure under the European Regional Development Fund, the European Social Fund and the Cohesion Fund for 2014–2020,*
 - templates for reports and any other official documents related to the project.
 - c. It shall inform the Partner of, and provide the Partner with, all annexes to the application and the agreement with the Polish Ministry of Investment and Economic Development under project No. **POWR.04.02.00-00-0005/18** signed with the Polish Ministry of Investment and Economic Development.
 - d. In cooperation with the Partner, it shall identify the roles, rights and obligations for each Party, including arrangements related to copyright and intellectual property.
 - e. It shall ensure compliance with all the requirements specified in the co-financing application and the agreement of the Polish Ministry of Investment and Economic Development under project No. **POWR.04.02.00-00-0005/18**, which are binding on the Beneficiary vis-à-vis the Polish Ministry of Investment and Economic Development.

Article 4/ Obligations of the Partner

The Partner shall take the following actions:

1. It shall take all necessary steps to prepare, implement and properly manage the project in accordance with the project implementation schedule and in line with the project objectives set out in the agreement signed between the Polish Ministry of Investment and Economic Development and the Beneficiary.
2. It shall ensure compliance with all requirements specified in the co-financing application and the agreement with the Polish Ministry of Investment and Economic Development under project No. **POWR.04.02.00-00-0005/18** which are binding on the Beneficiary vis-à-vis the Polish Ministry of Investment and Economic Development.
3. It shall provide the Beneficiary with all the information and documents necessary for the proper management of the project.
4. It shall assume responsibility for any information provided to the Beneficiary, including the detailed information on costs incurred and, if applicable, on costs that are not eligible on its own part.
5. In cooperation with the Beneficiary, it shall identify the roles, rights and obligations for each Party, including arrangements related to copyright and intellectual property.

Article 5/ Financing

1. The maximum total amount of Partner's expenses defined as direct costs under the project during the period of validity of this Agreement shall be: 181 609,80 PLN (one hundred and eighty-one thousand, six hundred and nine zlotys and 80/100) including all taxes and contributions due.
2. The maximum co-financing from the Programme for the Partner to cover direct costs shall be: 181 609,80 PLN (one hundred and eighty-one thousand, six hundred and nine zlotys and 80/100).
3. Any and all expenses under the project shall be subject to the approval by the Polish Ministry of Investment and Economic Development. Expenses considered ineligible shall not be financed from the Programme. The project implementation costs shall be settled in accordance with the actual costs incurred by the Partner.
4. Project management costs shall be divided among: Beneficiary and Partner. The amount of indirect costs for Partner has been included in the budget and amounts to 4 800 Euro and will be payable within 14 days after the Polish Ministry of Investment and Economic Development approve each request for payment.
5. The Partner shall be obliged to use the co-financing from the Programme exclusively for the purposes related to project implementation. Financing of other statutory activities is not permitted.

6. Any interest generated during the project implementation period shall be returned to the Beneficiary's account and shall provide the basis for reducing the amount of co-financing from the Programme.

Article 6/ Payments

1. The Beneficiary hereby undertakes to provide the Partner with payments reduced by any expenses made to the Partner in connection with project implementation, in accordance with the results achieved, and shall do so within 7 days from the approval of each quarterly request for payment (interim report) by the Polish Ministry of Investment and Economic Development. The payment shall be understood as the date on which the Beneficiary's bank account is debited.
2. The Partner shall provide documents confirming the expenses incurred during the reporting period, and shall do so within 14 days following the end of an activity. Acceptance of documents by the Beneficiary shall take place no later than 14 days from the date of receipt of correctly issued settlement documents.
3. All payments shall be treated as advance payments until the final approval of the final report, the reported costs incurred and the quality of the project results by the Polish Ministry of Investment and Economic Development. The final amount of co-financing from the Programme shall be reduced by any ineligible costs incurred by the Partner.
4. Any and all revenues generated and received by the Partner under the project should be declared in the financial report and they shall reduce the co-financing from the Programme. Any and all revenues should be declared and stated in the reports submitted to the Beneficiary so that the Beneficiary can complete the request for payment and the final report on the implementation of project no. **POWR.04.02.00-00-0005/18**, signed with the Polish Ministry of Investment and Economic Development.
5. The final payment shall take into account the revenues to the project and shall represent the amount necessary to balance the revenues and the expenses in the project.

Article 7/ Bank account

Partner's bank account details to be used for the financial aspects of the project:

Partner's name:	National University of Public Service
Central Address:	H-1083 Budapest, 2 Ludovika tér
EU VAT:	HU15795719
IBAN:	HU84-10004885-10008016-06000936
BIC or SWIFT code:	HUSTHUHB
Partner's bank:	Hungarian State Treasury Budapest

Article 8/ Reporting

1. The Partner shall provide the Beneficiary with all information and documents necessary to prepare a request for payment and, if required, also copies of all financial documents, described and signed by a designated representative, within the timeframe specified by the Beneficiary.
2. The Partner shall provide the Beneficiary with all information and documents necessary to prepare the final report and, if required, also copies of all supporting documents, described and signed by a designated representative, within the timeframe specified by the Beneficiary.

Article 9/ Monitoring and supervision

1. The Partner shall immediately provide the Beneficiary with any information requested by the Beneficiary regarding the implementation of the project schedule referred to in this Agreement and, in particular, the Progress Reports.
2. The Partner shall give the Beneficiary access to all documents enabling the Beneficiary to verify that the project implementation schedule has been implemented in accordance with the Agreement.
3. The obligations described in agreement No. **POWR.04.02.00-00-0005/18**, signed with the Ministry of Investment and Economic Development, shall apply *mutatis mutandis* to the Beneficiary and the Partner.

Article 10/ Liability

1. Each Party to this Agreement shall hold the other Party harmless against any civil liability for damage caused to a Party or its staff as a result of the implementation of this Agreement to the extent that the damage caused does not result from serious or wilful negligence on the part of the other Party or its staff.
2. The Partner shall hold the Polish Ministry of Investment and Economic Development, the Beneficiary and their staff harmless against any and all claims brought by third parties, including project staff, in connection with the implementation of this Agreement to the extent that the damage caused does not result from serious or wilful negligence on the part of the Ministry, the Beneficiary or their staff.

Article 11/ Personal data protection

1. The processing of personal data is carried out on the instructions of the Ministry of Investment and Development by the Beneficiary and Partner in accordance with:
 - The processing of personal data shall be carried out by the Beneficiary and the Partner on behalf of the Polish Ministry of Investment and Economic Development in keeping with the following:

- Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006,
 - Regulation (EU) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006,
 - Commission Implementing Regulation (EU) No 1011/2014 of 22 September 2014 laying down detailed rules for implementing Regulation (EU) No 1303/2013 of the European Parliament and of the Council as regards the models for submission of certain information to the Commission and the detailed rules concerning the exchanges of information between beneficiaries and managing authorities, certifying authorities, audit authorities and intermediate bodies,
 - The Polish Act of 11 July 2014 on the rules for the implementation of cohesion policy programmes financed under the 2014–2020 financial framework,
 - 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 (General Data Protection Regulation), and
 - national regulations concerning the protection of personal data, as described in Article 20 of the Agreement signed between the Beneficiary and the Polish Ministry of Investment and Economic Development.
2. The Beneficiary and the Partner shall take appropriate technical and organisational measures to ensure that the processing of data is compliant with the requirements set out in the aforementioned regulations and ensures the protection of the rights of data subjects.
 3. The Beneficiary and Partner shall ensure that all individuals authorised to process the data are aware of confidentiality or that the obligation to observe confidentiality is required in connection with their professional duties.
 4. The Beneficiary and Partner shall provide authorised inspectors with all information necessary to verify the compliance of data processing in accordance with the aforementioned regulations, shall allow relevant audits and inspections, and shall provide the necessary information to auditors and inspectors authorised to carry out verification activities by the Polish Ministry of Investment and Economic Development or the European Commission.

5. **Detailed rules of entrusting the processing of personal data shall be regulated in a separate agreement concerning the entrusting of personal data processing.**

Article 12/ Copyright and intellectual property

1. Each of the Parties hereby declares that all copyrights and other intellectual property rights to materials supplied by the NUPS shall remain the exclusive property of the NUPS.
2. All copyright and other intellectual property rights to the materials provided by the NSPA shall remain the exclusive property of NSPA.
3. Considering the above, the NUPS shall provide the NSPA with a non-exclusive, free license for internal use of materials for educational purposes. The licence made available by the IHAUS cannot be transferred, therefore the NSPA shall not make the rights covered by this licence available, shall not transfer or sublicense them in any form to any third party without the prior written consent of the NUPS.

Article 13/ Termination of the Agreement

1. Either Party may terminate this Agreement by notifying the other Party in writing if the other Party improperly performs or fails to perform any of its contractual obligations, except in cases of *force majeure*, provided that a notice of cessation of default sent by registered mail remains ineffective for the duration of one month. Termination of the agreement must be preceded by a letter of formal notice indicating specific deficiencies. Termination may take place only 14 days after the service of the notice if the requested Party continues to improperly perform or fails to perform any of its contractual obligations.
2. The Partner shall promptly notify the Beneficiary in writing, attaching all relevant information, of any event that may adversely influence the performance of this Agreement.

Article 14/ Jurisdiction

1. Unless otherwise provided, the courts of the Republic of Poland shall have jurisdiction to settle any disputes between the Parties concerning the implementation of this Agreement.
2. This Agreement shall be governed by the laws of the Republic of Poland.

Article 15/ Amendments to the Agreement

Any amendments to this Agreement must be made in writing otherwise being null and void, and should be made as an Annex to the Agreement, signed by an authorised representative on behalf of each of the Parties.

Attachments

- a) An approved application for co-financing, including a detailed budget, taking into account the activities carried out by the Partner, costs and sources of funding.
- b) Division of tasks between the Beneficiary and the Partner.
- c) Implementation schedule.
- e) Project budget.
- d) Agreement on personal data processing.

Done on 17/01/2019 in two identical counterparts.



Beneficiary

DYREKTOR
dr Wojciech Federczyk
Wojciech Federczyk, PhD
Director

[Signature]

[Date]

Partner

 **András Koltay, PhD**
Rector
 **Rector**

[Signature]

Budapest, 17/01/2019

ellenjegyzem: *Nale 2019/01/16*
Dr. Nászné Brózsely Tünde
gazdasági főigazgató

"Jogilag ellenjegyzem"
dátum:

dr. Csanády Szabolcs
jogtanácsos
16188
Nemzeti Községi Egyetem
Jogtanácsosi Iroda
Hárvika tér 2

Michał Pietrzyk
advokat

**AGREEMENT
ON PERSONAL DATA PROCESSING ('the Agreement')**

Signed on 17/01/2019 (date) in Warsaw (place) by and between:

***National University of Public Service (NUPS)
H-1083 Budapest,
2 Ludovika tér***

represented by:

Dr. András Koltay, PhD, Rector

hereinafter referred to as **"Data Processor"**

and

***Lech Kaczynski National School of Public Administration
ul. Wawelska 56,
00-922 Warsaw, Poland***

represented by

Mr. Wojciech Federczyk, PhD, Director

hereinafter referred to as **"the Personal Data Controller (PDC)"**

hereinafter referred to collectively as **"the Parties"**.

With a view to **Agreement POWR.04.02.00-00-0005/18**, dated 17/01/2019 (hereinafter referred to as the "Master Agreement") where under the Data Processor will provide services to the PDC:

cooperation in the implementation of the project ('Academy of Management in Public Administration, an international program for improving managerial competences of middle management in public administration),

whereby data are transferred to the Data Processor, the Parties have agreed as follows:

1. The PDC hereby declares that it is the controller of the following personal data file: **Academy of Management in Public Administration, Register of project participants** within the meaning 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 (General Data Protection Regulation) (OJ L No 119, p. 1) hereinafter referred to as “the Regulation” or “GDPR”, covering the data processed by the PDC. Under this Agreement, the Data Processor becomes an entity processing personal data from the aforementioned file for and on behalf of the PDC within the meaning of Article 4 of the Regulation.
2. The Parties are aware of the fact that in case data processing is entrusted, the responsibility for compliance with the provisions of the GDPR rests with the Personal Data Controller (PDC), which does not preclude the liability of the Data Processor for data processing contrary to this Agreement and the applicable provisions of law.
3. The Parties are aware of the fact that, pursuant to Article 82(4) of the Regulation, where both the Controller and the Data Processor are involved in the same processing and pursuant to Article 82(2) and (3) of the Regulation they are liable for damage caused by the processing, they shall be jointly and severally liable for any and all damage so as to ensure that the data subject can actually obtain compensation. In addition, pursuant to Article 28(10) of the Regulation, if the Data Processor breaches the Regulation when defining the purposes and methods of processing, the Data Processor shall be deemed to be a controller in relation to such processing.
4. The PDC hereby declares that it processes personal data from the file referred to in paragraph 1 hereof on the basis of premises entitling it to such processing – in accordance with Article 6 of the Regulation.
5. The Parties hereby declare that their IT devices and systems employed to process personal data comply with the requirements set out in the Regulation and the so-called good practice of safe processing of personal data.

§ 2

1. Under the terms of the Agreement, the PDC hereby entrusts the Data Processor with the processing of personal data (“Data”) including: **Academy of Management in Public Administration** identification and contact details of project participants to the extent necessary for the performance of the Agreement and to the extent to which the Data Processor performs services under the Master Agreement. The Data Processor has the right to process the Data solely for the purpose of providing the services under the Agreement, taking into account the nature and purpose of the processing, as specified in the Master Agreement and herein, i.e.: AGREEMENT ON PERSONAL DATA PROCESSING. The processing of personal data entrusted hereunder shall take place from the transfer of such data until the moment indicated in § 4 (1) or (2) of this Agreement.
2. The Data Processor does not become a controller of personal data (subject to the situation described in paragraph 1, section 3, last sentence) and shall have no right to disclose or entrust the processing of the Data to any third parties without the prior specific or general written consent of the PDC, subject to the persons referred to in § 3, section 1, subsection 2, letter b). In the case of general written consent, the Data Processor shall inform the PDC of any intended changes

involving an addition or replacement of other processors, thus giving the PDC the opportunity to object to such changes.

3. Where the Data Processor uses the services of another data processor to carry out specific processing activities on behalf of the PDC, the Data Processor shall undertake to oblige such other data processor to observe the same data protection obligations under a written agreement as the obligations set out in this Agreement, in particular, it shall oblige such other data processor to provide sufficient guarantees for the implementation of appropriate technical and organisational measures to ensure that the processing complies with legal requirements. If such other data processor fails to comply with its data protection obligations, the full responsibility towards the PDC for fulfilling the obligations of such other data processor shall rest with the Data Processor.
4. The Data Processor shall be obliged to protect the Data against unauthorised access, in particular to keep the Data confidential and not to record them in any way enabling unauthorised access to the Data.
5. Taking into account the nature of the data processing, the Data Processor shall, as far as possible, assist the PDC through appropriate technical and organisational measures in fulfilling the obligation to respond to the data subjects' requests to exercise the rights set out in Chapter III of the Regulation.
6. Taking into account the nature of the data processing and the information available to the Data Processor, the Data Processor shall assist the PDC in fulfilling the obligations set out in Articles 32–36 of the Regulation. In particular, the Data Processor undertakes to inform the PDC without delay of any observed personal data breaches occurring in connection with the processing of such data by the Data Processor.
7. The Data Processor shall make available to the PDC all information necessary to demonstrate compliance with the obligations set out in Article 28 of the Regulation and shall allow the PDC or an auditor authorised by the PDC to carry out audits, including inspections, it shall contribute to such audits and inspections and participate in them.
8. In exceptional situations not provided for in the Agreement, the Data Processor undertakes to process personal data with a view to protect the data and the interests of the PDC.
9. The Data Processor shall immediately inform the PDC if it believes that an instruction given to it violates the Regulation or other EU or national legislation.

§ 3

1. The Data Processor hereby undertakes to:
 - 1) ensure the processing of the Data exclusively within the scope and for the purpose specified in § 2.1 of the Agreement,
 - 2) apply security measures referred to in Article 32 of the Regulation, in particular:
 - a) to apply technical and organisational measures ensuring protection of the processed personal data, as appropriate to the threats and data categories under protection, and in particular it shall secure the Data against disclosure to unauthorised persons, retrieval by an unauthorised person, processing in violation of the law as well as against change, loss, damage or destruction of the Data,
 - b) to ensure that the operation of the IT system and the devices included in the system and used for Data processing are performed exclusively by employees of the Data Processor

or individuals remaining under a contract of mandate or another similar legal relationship with the Data Processor due to the necessity to execute an agreement between the parties, and to ensure that any such employees or individuals hold valid data processing authorisations,

- c) to keep records of individuals employed by the Data Processor in data processing,
 - d) not to share the Data with any third parties,
 - e) to control the Data processing process.
2. The Data Processor declares that it has appointed an Information Security Administrator or a Data Protection Inspector to supervise and control compliance with the aforementioned personal data protection rules.
 3. The Data Processor hereby undertakes to process the Data only upon documented instructions from the PDC, which shall include the transfer of personal data to a third country or an international organisation, unless such an obligation is imposed on the Data Processor by the EU legislation or by the law of the Member State to which the Data Processor is subject. This being the case, the Data Processor shall inform the PDC of this legal obligation prior to the start of the processing, provided that the provision of such information is not prohibited by law on grounds of important public interest.
 4. The Data Processor shall ensure that persons authorised to process personal data undertake to maintain confidentiality or are subject to the obligation of confidentiality.

§ 4

1. The Data Processor shall terminate the processing of the Data under this Agreement in the event of termination or expiration of the Master Agreement. This being the case, subject to the PDC's documented decision, the Data Processor shall return or delete any personal data entrusted to it within 30 calendar days following the receipt of such a decision from the PDC, and shall provide a report confirming the performance of this activity. The Data Processor does not need to comply with the obligation set out in the preceding sentence only if it is obliged, whether under the EU legislation or national law, to store the Data for a longer period of time. This being the case, the Data Processor shall fulfil its obligations towards the PDC as set out in this paragraph by analogy at the end of the data retention period prescribed by the EU legislation or national law.
2. The Data Processor shall not process the Data if a data subject objects to the processing of their Data when the processing of such data is based only on voluntary consent to their processing. In the event of such an objection being lodged with the Data Processor, the Data Processor shall immediately notify the PDC thereof.

§ 5

1. In the event of a breach of the Regulation or the Agreement by the Data Processor or sub processor (referred to in paragraph 2(3) of the Agreement), entailing the obligation for the PDC as data controller to pay compensation or any financial penalty, the Data Processor undertakes to pay the PDC amounts corresponding to the compensation or penalties paid by PDC, plus the necessary expenses that PDC may incur to defend its rights including, in particular, court fees and administrative costs, as well as legal representation costs set out in separate regulations.

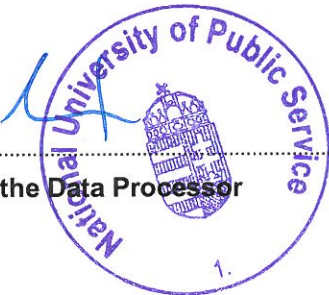
2. In the event that the PDC receives information of even an unintentional breach of personal data protection legislation by the Data Processor, resulting in the disclosure of a claim by the data subject (hereinafter "the Notifier"), which can be settled by amicable settlement, both the PDC and the Data Processor undertake to adhere to the following procedure:
 - a) The PDC shall notify the Data Processor of Notifier's claim within 14 calendar days from the date on which it became aware of such claim;
 - b) The Data Processor shall express its opinion regarding the entitlement to compensation/indemnity by the Notifier within 14 calendar days from the receipt of the notification from the PDC, with particular consideration for the information describing the basis of the claim (exact statement of the facts);
 - c) If the claim is not accepted by the Data Processor, the further claim procedure shall be conducted exclusively by the PDC with the proviso that if, as a result of a decision adopted by a common court of law or other body appointed to settle disputes (including an arbitration court or another body appointed to settle disputes amicably), the Notifier's claim shall be accepted, the Data Processor undertakes to compensate the PDC for the damage it has suffered as a result of satisfying the Notifier's claim within 14 calendar days of the date on which the PDC notified the Data Processor of the final and legally valid decision. At the same time, the PDC and the Data Processor declare that they shall take utmost care to minimise the negative consequences that may potentially occur in the event of a breach of data protection legislation which may result the penalty referred to in Article 83 of the Regulation being imposed.
3. In case of an event (hereinafter referred to as the "Event") the Data Processor or sub processor (referred to in par. 2(3) of the Agreement) processes or uses the Data provided by the PDC, or in the event the Data Processor or sub processor transfers the Data to any entity for processing or use outside the scope, purpose or period provided for herein, or outside the period necessary for the provision of the services and, in particular, after the submission of a report confirming the permanent deletion/destruction of the data by the Data Processor, the Data Processor shall be obliged to pay to the PDC a contractual penalty of PLN 150 (one hundred and fifty Polish zlotys - exchange rate from the day of the incident) for each set of Data relating to one natural person provided to the Data Processor under the Agreement and covered by the Event, i.e. the penalty for an Event affecting 1,000 data sets shall amount to PLN 150,000 (one hundred and fifty thousand Polish zlotys - exchange rate from the day of the incident). The penalty associated with one Event, regardless of the number of data sets concerning one natural person affected by the Event may not be less than ten times the amount of the penalty for each set indicated in the preceding sentence. If an Event occurs, the parties also agree that if, in connection with the Event, damage caused by the processing of data outside the scope, purpose or period provided for in the Agreement or the period necessary for the provision of services, the PDC shall have the right, in addition to the contractual penalty, to assert its other claims for damages up to the full amount of the damage in excess of the contractual penalty.

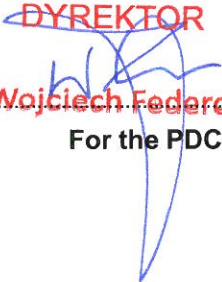
§ 6

The Agreement shall enter into force on 18/01/2019 and has been concluded for the duration of the Agreement **POWR.04.02.00-00-0005/18** signed by the Parties on 17/01/2019.

§ 7

1. Any matters not regulated in the Agreement, the relevant binding provisions of law shall apply, in particular the provisions of the Polish Civil Code and the Regulation.
2. The Parties undertake to resolve any disputes arising from the Agreement through negotiation. If disputes cannot be resolved through negotiation, the Parties shall submit them to the common court with territorial jurisdiction over the PDC's seat.
3. Any amendments and additions to the provisions of this Agreement must be made in writing otherwise being null and void.
4. The Agreement has been drawn up in two identical counterparts, one for each of the Parties.


For the Data Processor

DYREKTOR

dr Wojciech Federczyk
For the PDC

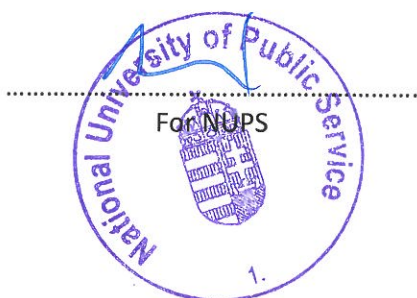

Michał Pierzyk
radca prawny

GŁÓWNY KSIĘGOWY

Magdalena Giedroń-Juraha

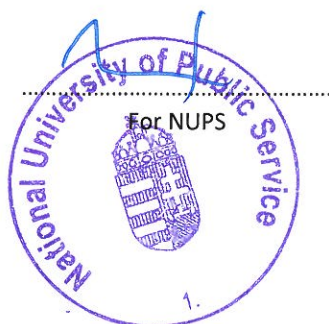
1. KSAP as a **leading partner in the project** is responsible for:
 - a) Coordination of the project realization,
 - b) Coordination of the recruitment process of the participants and of the work of the Selection Committee,
 - c) Preparation of the financial and progress reports and of the final report,
 - d) Planning of the curriculum implementation in Hungary in co-operation with NUPS; for the Polish part of the curriculum is responsible KSAP,
 - e) Planning of the curriculum implementation in co-operation with NUPS; KSAP is responsible for the Polish part of the curriculum,
 - f) Organization of the Development Center in Warsaw, (agenda, hotels, accommodation, experts, venue, learning materials, and others, as listed in the budget),
 - g) Organization of the team building workshop in Warsaw, (agenda, hotels, accommodation, experts, venue, learning materials, and others, as listed in the budget),
 - h) Organization and logistics of the travel to Hungary for participants – tickets, per diems, travel assurance and other costs, listed in the budget of the project,
 - i) Cooperation in the frame of implementation of the curriculum – KSAP is responsible for themes related to the specific needs of the Polish public administration,
 - j) Organization and logistic of the modules in Warsaw (hotels, accommodation, experts, venue, learning materials, and other as listed in the budget),
 - k) Preparation of the peer learning session in Warsaw (agenda, hotels, accommodation, experts, venue, learning materials, and others, as listed in the budget),
 - l) Coordination of the final report preparation including recommendations for the Head of Civil Service in Poland.

2. NUPS as a project partner is responsible for:
 - a) Submission of all the required financial and supporting documents in accordance with the time schedule of the project realization, which are necessary for reporting on the implementation of each project phase,
 - b) Submission of the report for the leading partner, including observations and recommendations to the project implementation, after each session.
 - c) Planning of the Hungarian part of the curriculum in co-operation with KSAP
 - d) Implementation of the curriculum in Hungary – NUPS is responsible for preparation and organization of six modules in Budapest (learning materials, professors, experts, venue, and others, as listed in the budget,



DYREKTOR
dr Wojciech Feduszyk
For KSAP

NUPS Schedule of meetings	2020	2021
GR.I	13-17 January 2020	
GR.II	03-07 February 2020	
GR.III	16-20 November 2020	
GR.IV	07-11 December 2020	
GR.V		04-08 October 2021
GR.VI		25-29 October 2021



DYREKTOR

 dr Wojciech Federczyk
 For KSAP

Category	2019			2020			2021			Total	Eligible expenses	Required documents
	Meetings number	Unit price	Total	Meetings number	Unit price	Total	Meetings number	Unit price	Total			
Organization of one session (NUPS)												
1. Salary of trainers for carrying out the workshop	0	0,00 zł	0,00 zł	4	11 432,00 zł	45 728,00 zł	2	11 432,00 zł	22 864,00 zł	68 592,00 zł	68 592,00 zł	source costs documents
2. Teaching materials for the workshop	0	0,00 zł	0,00 zł	4	1 407,00 zł	5 628,00 zł	2	1 407,00 zł	2 814,00 zł	8 442,00 zł	8 442,00 zł	source costs documents
3. Welcome dinner	0	0,00 zł	0,00 zł	4	1 160,80 zł	4 643,20 zł	2	1 160,80 zł	2 321,60 zł	6 964,80 zł	6 964,80 zł	source costs documents
4. Coffee breaks and lunches during the workshop	0	0,00 zł	0,00 zł	4	16 268,50 zł	65 074,00 zł	2	16 268,50 zł	32 537,00 zł	97 611,00 zł	97 611,00 zł	source costs documents
						121 073,20 zł			60 536,60 zł	181 609,80 zł	181 609,80 zł	

Indirect costs
euro exchange rate

21 105,12 PLN (800 EUR x 6 sessions)
1 EUR = 4,3969 PLN



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dr Wojciech Federczyk
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For KSAP



Fundusze
Europejskie



Rzeczpospolita
Polska

Unia Europejska
Europejskie Fundusze
Strukturalne i Inwestycyjne



National University of Public Service (NUPS)
H-1083 Budapest,
2 Ludovika tér

DECLARATION CONCERNING ELIGIBILITY IN RESPECT OF VALUE ADDED TAX¹

In line with the allocation, to the Lech Kaczynski National School of Public Administration, of European Social Fund co-financing under the "Knowledge Education Development" Operational Programme for 2014-2020, in relation to the implementation and pursuit of the Project *"Academy of Management in Public Administration, an international program for improving managerial competences of middle management in public administration"* (POWR.04.02.00-00-0005/18), in supranational partnership with *National University of Public Service (NUPS)*, the Partner hereby declares that, in respect of the said implementation and pursuit of that Project, no provision in law is made for the incurred cost in terms of VAT – in the amount indicated in the Project budget – to be reimbursed.

At the same time, should there ever be premises making the recovery of the said tax by the National University of Public Service (NUPS) possible, the Partner hereby undertakes to return any reimbursed portion of the cost in terms of VAT incurred, in the context of the aforesaid *"Academy of Management in Public Administration, an international program for improving managerial competences of middle management in public administration"* (POWR.04.02.00-00-0005/18).

The Partner further undertakes to make accounting and financial records available to competent scrutinizing authorities, and to provide them with the information allowing eligibility in respect of VAT to be verified.



Signature and stamp

¹ This Declaration may be modified where a Beneficiary has eligibility in respect of VAT solely in relation to specific categories of expenditure.

* cf. Art. 91, para. 7 of the Act of March 11th 2004 on the tax on goods and services (the *Dziennik Ustaw* Official Journal of Laws of 2011, no. 177, item 1054, with subsequent amendments)

