AGREEMENT ON ENTRUSTING THE PROCESSING OF PERSONAL DATA

concluded on **………………** in Dąbrowie Górniczej, hereinafter referred to as **Agreement**, between:

WSB University with registered office: 41-300 Dąbrowa Górnicza, ul.Cieplaka 1c,
registered in the Register of Non-State higher education institutions under no. 66,
represented by: *Rector – Associate Professor Zdzisława Dacko-Pikiewicz, PhD*
hereinafter referred to as "**Data Controller**" or **"Controller',**

and

…………………………………………………….
hereinafter referred to as **'the Processor'**
are together referred to as 'Parties', and each of them as '**Party'.**

1.Entrusting the processing of personal data

1.Pursuant to Article 28 of General Regulation (EC) of European Parliament and of the Council (EU) No. 2016/679 dated 27th 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 **Regulation,** the Controller entrusts the Processor personal data to process on the basis and with the purpose specified in this Agreement, while the Processor accepts these data.

2. The Processor is obliged to process the enthused personal data in accordance with the Agreement, Regulation and other existing rules of law which protect the rights of data subjects and in accordance with the rules of personal data processing binding for the Controller - pursuant to Security Policy and other documents related to personal data processing.

3. The Processor declares that he/she shall apply security measures meeting the requirements of the Regulation.

2.Extent and purpose of data processing

1.The Processor shall process the entrusted data on the basis of the Agreement for the purpose of completion and exclusively for the proper performance of the Agreement concluded by the Parties…………………………..

2.The entrusted data concern…………………………………………………………………

3.Processor's obligations

1.The Processor is obliged, when processing the entrusted personal data, to secure them by applying appropriate technical and organisational measures ensuring the appropriate safety level corresponding to the risk associated with personal data processing referred to in Article 32 of the Regulation.

2.The Processor is obliged to apply due diligence when processing entrusted personal data.

3.The Processor is obliged to ensure confidentiality, referred to in Article 28 (3) (b) of the Regulation, of the processed data both during the period of employment or the period of agreement,

4. After the establishment of personal data breach, the Processor reports it without undue delay to the Controller within 24 hours.

4.Right of scrutiny

1. The data Controller, in accordance with Article 28 (3) (h) of the Regulation, has a right to supervise if the measures applied by the Processor when processing and securing the entrusted personal data meet the provisions of the Agreement and relevant law regulations.

2. The data Controller shall implement the right to scrutiny in Controller 's working hours.

5.Duration of the Agreement

The Agreement takes effect from the day on which it is concluded to its expiration referred to in §2 (1)

6.Rules of confidentiality

1. The Processor is obliged to maintain secrecy of all information, data, materials, documents and personal data received from the data Controller in relation to the performance of the Agreement hereinafter referred to as **'confidential data'.**

2. The Processor declares that in relation to the obligation to maintain secrecy of confidential data, they shall not be used, revealed or shared without a written consent of the data Controller for the purpose other than for the performance of the Agreement, unless the need to disclose the possessed information results from the binding law regulations, decision by the court or competent authority or the Agreement.

7. Final provisions

1. The Agreement has been prepared in two identical copies, one for each Party,
2. All amendments and additions of the Agreement shall be made in writing or else shall be null and void.
3. In matters not regulated under the agreement the provisions of the Civil Code and Regulations shall apply.
4. All disputes arising hereunder shall be settled by a common court with jurisdiction over the registered office of the Controller
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Data Controller   **Processor**