



Annex no. 6 to the Request for Proposal no. 5/POWR/Z042/2020

AGREEMENT OF OUTSOURCING OF PROCESSING OF PERSONAL DATA

concluded on in Dąbrowie Górniczej, hereinafter referred to as **Agreement**, between:
WSB University with registered office: 41-300 Dąbrowa Górnicza, 1c Cieplaka Street,
registered in the Register of Non-State higher education institutions under no. 66,
represented by: **Rector – Professor Zdzisława Dacko-Pikiewicz, PhD**
hereinafter referred to as **'Data Administrator'** or **'Administrator'**,
and

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

1. Outsourcing of processing of personal data

1. The Administrator entrusts the Processor 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 individuals 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**, 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 entrusted 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 Administrator - pursuant to Security Policy and other documents related to personal data processing.
3. The Processor declares that it 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 proper completion 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 the 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 throughout employment or the period of agreement,
4. The Processor after the establishment of personal data breach without undue delay reports it to the Administrator within 24 hours.

4. Right of scrutiny

1. The data Administrator,, 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 rules of law.
2. The data Administrator shall implement the right to scrutiny in Administrator's working hours

5. Duration of 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 Administrator in relation to the performance of the Agreement hereinafter 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 Administrator other than the of the Agreement performance, unless the need to disclose the possessed information results from the binding rules of law, 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 for validity shall be in writing
3. In matters not regulated under the agreement the provisions of the Civil Code and Regulations shall apply.
4. The only court appropriate to all disputes arising under the Agreement is the court competent for the registered office of the Administrator.

Data Administrator

Processor