

AGREEMENT

entrusting the processing of personal data
concluded on

between:

the Ministry of Development Funds and Regional Policy with the registered office at: ul. Wspólna 2/4, 00-926 Warsaw, Poland,

hereinafter referred to as the **“Controller”**,

and

the Ministry of Agriculture and Rural Development, located in: Dobrovičova 12, 812 66 Bratislava, Slovak Republic

hereinafter referred to as the **“Processor”**,

hereinafter referred to jointly as the **“Parties”**,

hereinafter referred to as the **“Agreement”**,

§1

1. The Parties conclude the Agreement pursuant to the Regulation (EU) 2016/679 of the European Parliament and 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 119 of 2016, pp. 1-88), hereinafter referred to as **“GDPR”**.
2. The Agreement is concluded for the duration of the Memorandum of Understanding concluded on in Warsaw (hereinafter referred to as the **“MEMORANDUM”**).
3. The completion of implementing the MEMORANDUM results in automatic dissolution of the Agreement, without the need for additional statements in this regards.
4. The Controller is a controller with respect to that personal data gathered in the Central ITC System which are processes as the Managing Authority of the Programme within the meaning of 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 (hereinafter referred to as **“Regulation 1303/2013”**).

§2

1. The processing of personal data is entrusted with the aim to perform the MEMORANDUM, also to provide the Processor with the access to the data related to the implementation of projects under the Programme as well as for verifying payment claims. Personal data covered by the entrusting is processed with the use of Central ITC system.
2. The entrusting concerns the following categories of persons:
 - a) **Users of the Central ITC system on behalf of** institutions involved in the implementation of programmes,
 - b) **Users of the Central ITC system on behalf of** beneficiaries/partners of projects (persons representing beneficiaries/partners of projects).
 - c) Applicants,
 - d) Beneficiaries and project partners,
 - e) Project staff,
 - f) Participants of activities carried out with the framework of the project,
 - g) Natural persons and sole proprietors, the data of whom will be processed due to examining the eligibility of expenditures within the project,
which are visible after logging in to the Central ITS system.
3. Categories of data are precisely connected with the purpose of processing and include, depending on categories of persons, the data specified in the Attachment hereto.
4. The entrusting does not include data of particular categories.
5. The Processor acknowledges and accepts that the Controller obliged beneficiaries to authorise persons entitled to carrying out a control to access to the data for which beneficiary is an controller within the meaning of GDPR and which is processed in connection with the implementation of the project.

§3

1. The Controller gives a general written consent to the Processor to further entrust the data referred to in the Agreement to the entities participating in the performance of control tasks under the Programme or the entities which cooperate with the Processor as part of IT service. The Processor shall inform the Controller on all intended changes concerning adding or replacing other processors, giving the Controller the opportunity to object to such changes.
2. The Processor ensures the processing of personal data exclusively in the area of EEA, in line with the rules laid down in the provisions on personal data protection applicable to him as well as appropriate protection of personal data .
3. The Controller obliges the Processor to perform information obligation, referred to in Article 13 of GDPR, towards the persons to whom the personal data relates to.
4. The Processor undertakes to provide full cooperation and assistance, as it may be reasonably possible, in order to assist the Controller in responding to data subjects' requests for the exercising of their rights.

5. In particular, the Processor undertakes to immediately communicate to the Controller any request received by data subjects concerning the exercising of their rights and, if feasible and appropriate, to enable the Controller to design and deploy all the technical and organisational measures necessary to answer the data subjects' requests.

§4

1. The Processor declares that it ensures sufficient guarantee of implementation of adequate technical and organisational measures so that the processing meets the GDPR requirements and protects the rights of persons to whom the data relates to. Furthermore, the Processor commits that it:
 - a) processes personal data only according to the conditions stipulated in this Agreement;
 - b) authorises its employees to process entrusted personal data within the scope in which it is necessary to implement the Agreement;
 - c) ensures that the persons authorised to process personal data are obliged to secrecy or are subject to an adequate obligation to maintain secrecy on the basis of a legal act;
 - d) will keep a record of processing activities, referred to in GDPR;
 - e) undertakes all measures required on the basis of Article 32 of GDPR;
 - f) keeps the conditions of engaging other processors, referred to in Article 28(2) and (4) GDPR and in line with this Agreement
 - g) taking into account the nature of processing, whenever possible, assists the Controller through adequate technical and organizational measures, to fulfil the obligation of answering to the request of a person, to whom the data refers to, in the scope of execution of his/her laid down in Chapter III of GDPR;
 - h) taking into account the nature of processing and the information available to the Processor, assists the Controller to comply with the obligations laid down in Articles 32-36 of GDPR;
 - i) after the completion of data processing, loses the access to the data, and in case of making copies, they will be deleted, unless this will be necessary to establish, assert or defend legal claims;
 - j) to provide the Controller with all information necessary to demonstrate the compliance with obligations laid down in Article 28 of GDPR and allows the Controller to perform audits, including inspections, and contributes to them.
2. The Processor commits that during the Agreement, in the framework of its organisation, it will process the entrusted personal data in accordance with the provisions of law on personal data protection (GDPR and national provisions), including, inter alia, processing it with the use of adequate technical and organisational measures providing the protection of personal data processing adequate to threats and categories of data protected and against the sharing thereof to unauthorised persons, it will keep records of the persons authorised to process personal data and commit them to secrecy.
3. Furthermore, the Processor commits that it will process personal data exclusively in accordance with the Agreement and documented instructions from the Controller which the Controller may give if necessary, including that it will not use the personal data for the

purpose, in a manner and for the period other than as specified in the Agreement, in particular to obtain benefits for itself or for the third party.

§5

1. The Processor shall make all efforts to undertake adequate technical and organisational measures against the loss or any form of unlawful processing, including the breach of security of data – accidental or illegal destruction, loss, modification, unauthorised disclosure or unauthorised access to personal data sent, stored or processed in any other way - in relation to the processing of personal data under this Agreement.
2. The Processor commits to make every effort so that the security measures at reasonable level, taking into consideration the current state of knowledge, sensitivity of personal data and costs related to security measures.
3. The Processor manages the risk in the process of processing of the entrusted data and applies security measures based on the results of a risk analysis.
4. The technical and organisational measures are subject to technical and technological progress and development. Hence, the Processor may adopt alternative adequate measures which are up to date with the changed technological environment. When doing so, the processing security level may not be reduced.
5. In case of a breach of security or personal data breach referred to in Article 4 (12) of GDPR, the Processor shall:
 - a) immediately, not later than within 24 hours, inform the Controller about this fact. The notification of breach of security of personal data protection contains the information referred to in Article 33(3) of GDPR;
 - b) perform an initial risk analysis of infringement of rights and freedoms of persons that the data relates to and submits the results of this analysis to the Controller within 48 hours from the detection of the breach;
 - c) provide the Controller - upon its request – with all information necessary to inform the person, to whom the data relates to, in accordance to Article 34(2) of GDPR within 48 hours from detection of the breach.
6. Where required by law, the Processor collaborates in the scope of notifying the appropriate authorities or data subjects.
7. In the case of the Processor applying an approved code of conduct or an approved mechanism of certification, the Processor shall notify the Controller thereof.
8. The Processor shall immediately inform the Controller about any circumstances influencing the security of processing of entrusted personal data.
9. The Processor is responsible for the damage caused by its action connected with a failure to fulfil its obligations imposed directly on the Processor by GDPR or when the Processor was acting outside the lawful instructions of the Controller or against those instructions. The Processor is responsible for the damage caused by the application of security measures or failure to apply appropriate security measures.

§6

Annex 5 to the Addendum

Annex 4 to the Memorandum of Understanding

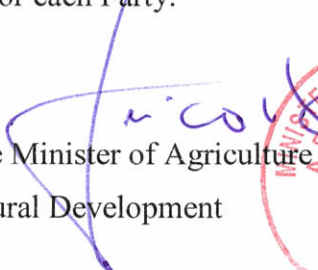
1. The Parties determine the following manner of communication for the implementation of the Agreement:
 - a) on behalf of the Controller: michal.stepniewski@miir.gov.pl and iod@miir.gov.pl
 - b) on behalf of the Processor: martin.majersky@land.gov.sk and gdpr@land.gov.sk
2. In the event of changing contact details referred to above by any of the Parties, it is obliged to inform the other Party without delay of this fact and provide new contact details. Such a change is not considered necessary to draw up a written annex to the Agreement.
3. The Parties commit to consult on an ongoing basis in all important matters for the implementation of the Agreement and related to the personal data protection.

§7

1. When either of the Parties deems it necessary to amend the Agreement, negotiations in this case shall be launched.
2. Negotiations referred to in Section 1 shall begin upon a written request of either of the Parties.
3. Throughout the negotiations referred to in Section 1 the implementation of provisions of the Agreement shall not be suspended. If the amendments are not agreed, the existing provisions are valid.
4. Where circumstances occur which require the amendment of the Agreement necessary to provide the proper performance of tasks stipulated in the Agreement, the Parties seek to amend the Agreement in this regard as soon as possible.
5. Amendments to the Agreement are made in the form of written annexes, otherwise shall be null and void.
6. The previous agreement entrusting the processing of personal data shall cease to have effect upon the conclusion of this Agreement.
7. In the event of a dispute, the Parties shall settle a dispute amicably.
8. The Agreement shall enter into force on the date of conclusion by both Parties.
9. The Agreement is drawn up in two counterparts, one copy for each Party.


SEKRETARZ STANU
the Minister of Development Funds
and Regional Policy

Warsaw, 23.04.2020


the Minister of Agriculture and
Rural Development



Bratislava, 21.05.2020

Annex 5 to the Addendum

Annex 4 to the Memorandum of Understanding

Attachment to the Memorandum of Understanding - *The scope of personal data processed in the set of the Central ITC system supporting the implementation of operational programmes*

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING

on the implementation of the programme Interreg V-A Poland - Slovakia of 29th September 2016
concluded on2020

between, on the one hand:

the Republic of Poland

represented by the Minister of Development Funds and Regional Policy with the registered office at: ul. Wspólna 2/4, 00-926 Warsaw, Poland,

acting as the Managing Authority

hereinafter referred to as the "Minister",

represented by: Ms. Anna Gembicka Secretary of State in the Ministry of Development Funds and Regional Policy, on the basis of the power of attorney dated the 4 February 2020, which constitutes Annex No 1,

and, on the other hand

the Slovak Republic.

represented by the Ministry of Agriculture and Rural Development, located in: Dobrovičova 12, 812 66 Bratislava, Slovak Republic

represented by: Mr Ján Mičovský the Minister of Agriculture and Rural Development

acting as the National Authority

§ 1.

The Republic of Poland and the Slovak Republic hereby agree to enter the following amendments to the Memorandum of Understanding of 29th September 2016:

1. Point no 4 of the list of documents has been changed into: "*The Interreg V-A Poland-Slovakia Programme, approved by the European Commission with the decision number C (2015) 889 on 12th February, 2015 and amended with the decision number: C (2019) 6969 on 27th September, 2019, hereinafter referred to as the "Programme"*"
2. Preamble has been changed into: "*The Republic of Poland and the Slovak Republic hereinafter referred to jointly as the Member States, and each country referred to individually as a Member State, have agreed on the Interreg V-A Poland-Slovakia Programme, approved by the European Commission with the decision number C (2015) 889 on 12th February, 2015 and amended with the decision number: C (2019) 6969 on 27th September, 2019*"
3. § 4 has been changed into: "*Entrusting of personal data processing is made pursuant to a separate agreement which forms Annex 4 to the Memorandum of Understanding and constitutes its integral part*";
4. § 13 has been changed into: "*The total budget of the Programme is EUR 210 114 137 and comprises financial contributions of the Republic of Poland and the Slovak Republic. The total*

European Regional Development Fund budget of the Programme is EUR 178 597 014. The total budget and the table presenting financial contributions of the Member States have been included in Annexes 2 and 3 to the Memorandum of Understanding."

5. Annex No 5 "The scope of personal data entrusted to be processed in the CCIS set" to the Memorandum of Understanding has been repealed.

§ 2.

Annexes 2, 3 and 4 to the Memorandum of Understanding shall be replaced by the following referred to in Annexes 3, 4 and 5 to this Addendum.

§ 3.

1. Other provisions of the Memorandum of Understanding remain unchanged.
2. Addendum enters into force on the date of its signing by both Parties.
3. Addendum is drawn up in two counterparts, one copy for each Party.

§ 4.

The following Annexes constitute integral part of the Addendum:

1. Power of attorney for the person representing the Minister of Development Funds and Regional Policy;
2. Annex No 2 to the Memorandum of Understanding "Financial contributions of the Member States to the Programme budget";
3. Annex No 3 to the Memorandum of Understanding "Financial contributions of the Member States to the Technical Assistance budget";
4. Annex No 4 to the Memorandum of Understanding "Agreement entrusting the processing on personal data".

SEKRETARZ STANU
Anna Gembicka
Anna Gembicka
the Minister of Development Funds and
Regional Policy
Warsaw, *23.04.2020*

[Signature]
the Minister of Agriculture and Rural
Development
Bratislava, *21.05.2020*

MINISTERSTVO PODOHODNOSTI
ROZVOJA VIDIEK
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Annex 3 to the Addendum

Annex 2 Financial contributions of the Member States to the Programme budget

Indicative table of financial allocations of each MS (EUR ERDF)		
Total	Poland	Slovak Republic
178 597 014	123 608 516	54 988 498
Rate of national contribution to the Programme		
100%	69,21%	30,79%

Annex 4 to the Addendum

Annex 3 Financial contributions of the Member States to the Technical Assistance budget

Annual contribution of the MS to the TA budget					
JTS budget (EUR)					
Year	Total	ERDF	Co-financing	National contribution	
				PL	SK
2014-2020	6 725 324,63	5 716 525,93	1 008 798,70	504 399,35	504 399,35
2014	1 054 857,16	896 628,64	158 228,52	79 114,26	79 114,26
2015	1 054 857,14	896 628,56	158 228,58	79 114,29	79 114,29
2016	1 054 857,14	896 628,56	158 228,58	79 114,29	79 114,29
2017	1 054 857,14	896 628,56	158 228,58	79 114,29	79 114,29
2018	1 054 857,14	896 628,56	158 228,58	79 114,29	79 114,29
2019	1 054 857,14	896 628,56	158 228,58	79 114,29	79 114,29
2020	396 181,77	336 754,49	59 427,28	29 713,64	29 713,64

Attachment to the Annex 5 to the Addendum to the Memorandum of Understanding *The scope of personal data processed in the set of the Central ITC system supporting the implementation of operational programmes*

The scope of personal data of users of the Central ITC system, applicants, beneficiaries/ partners

No.	Name
Users of the Central ITC system on behalf of institutions involved in the implementation of programmes	
1	First name
2	Surname
3	Workplace
4	E-mail address
5	Login
Users of the Central ITC system on behalf of beneficiaries/ partners of projects (persons authorised to make binding decisions on behalf of a beneficiary/partner)	
1	First name
2	Surname
3	Phone No
4	E-mail address
5	Country
6	PESEL No
Applicants	
1	Applicant's name
2	Legal form
3	Form of ownership
4	NIP No (tax ID number)
5	Country
6	Address: Street, Building No, Apartment No, Post code, Town/city, Phone No, Fax E-mail address
Beneficiaries/Partners	
1	Beneficiary's/partner's name
2	Beneficiary's/partner's legal form
3	Form of ownership
4	NIP No (tax ID number)
5	REGON No
6	Address: Street, Building No, Apartment No, Post code, Town/city, Phone No, Fax, E-mail address

7	Country
8	Beneficiary's/recipient's account number

Data of institutional participants (natural persons working as sole proprietors)

No.	Name
1	Country
2	Name of an institution
3	NIP No (tax ID number)
4	Type of an institution
5	Voivodeship
6	Poviat
7	Commune/municipality
8	Town/city
9	Street
10	Building No
11	Apartment No
12	Post code
13	Phone No
14	E-mail address
15	Date of beginning of the participation in the project
16	Date of completion of the participation in the project
17	Were employees of an institution covered by the support

Data of individual participants

No.	Name
1	Country
2	Participant's type
3	Name of an institution
4	First name
5	Surname
6	PESEL No.
7	Education

8	Voivodeship
9	Poviat
10	Commune/municipality
11	Town/city
12	Street
13	Building No
14	Apartment No
15	Post code
16	Phone No
17	E-mail address
18	Date of beginning of the participation in the project
19	Date of completion of the participation in the project
20	Occupation
21	Employed in (place of employment)

Data concerning the staff of the project

No.	Name
1	First name
2	Surname
3	Country
4	PESEL No.
5	Form of involvement
6	Period of involvement in the project
7	Working time
8	Position
9	Address: Street, Building No, Apartment No, Post code, Town/city,
10	Bank account No
11	Amount of remuneration

Natural persons and sole proprietors, the data of whom will be processed due to examining the eligibility of the measures in the project

No.	Name
1	Contractor's name
2	First name

3	Surname
4	Country
5	NIP No.
6	PESEL No.
7	Address: Street, Building No, Apartment No, Post code, Town/city
8	Bank account No
9	Amount of remuneration
10	Plot No
11	Section
12	Land register No
13	Gas connection No



**MINISTER FUNDUSZY
I POLITYKI REGIONALNEJ**

Warszawa, 4 lutego 2020 r.

**MAŁGORZATA
JAROSIŃSKA-JEDYNAK**

MFIPR/ 270 -UPM/20

UPOWAŻNIENIE/PEŁNOMOCNICTWO

1. Upoważniam:

Panią Annę Gemblicką – Sekretarza Stanu w Ministerstwie Funduszy i Polityki Regionalnej do:

- 1) dysponowania środkami budżetu państwa ujętymi w części 34 – Rozwój regionalny, przeznaczonymi na zadania realizowane w ramach Programów Europejskiej Współpracy Terytorialnej (EWT), Europejskiego Instrumentu Sąsiedztwa i Partnerstwa 2007-2013 (EISP) oraz Europejskiego Instrumentu Sąsiedztwa 2014-2020 (EIS), w tym zadania w ramach pomocy technicznej, z wyłączeniem środków przeznaczonych na wynagrodzenia i wydatki pozapłacowe na rzecz pracowników Ministerstwa Funduszy i Polityki Regionalnej, środków na wydatki związane z wdrożeniem, utrzymaniem oraz rozwojem infrastruktury i systemów teleinformatycznych Ministerstwa Funduszy i Polityki Regionalnej oraz na wydatki związane z obsługą logistyczno-administracyjną, gospodarowaniem mieniem i zarządzaniem nieruchomościami pozostającymi w zarządzie Ministerstwa Funduszy i Polityki Regionalnej;
- 2) dysponowania środkami Europejskiego Funduszu Rozwoju Regionalnego, będącymi w dyspozycji Ministra Funduszy i Polityki Regionalnej, w ramach realizacji zadań Programów EWT, EISP oraz EIS, w tym do refundacji wydatków poniesionych w ramach Programów EWT, EISP oraz EIS;
- 3) dysponowania środkami gromadzonymi w ramach wspólnych budżetów pomocy technicznej stanowiącymi składki do programów EWT państw biorących udział w programach;
- 4) dysponowania środkami Federacji Rosyjskiej przeznaczonymi na realizację Programu EISP Litwa-Polska-Rosja 2007-2013 i Programu EIS Polska-Rosja 2014-2020;
- 5) dokonywania czynności związanych z realizacją zadań Instytucji Zarządzającej/ Koordynatora Krajowego Programów Inicjatywy Wspólnotowej INTERREG, EWT, EISP oraz EIS.

2. Udzielam pełnomocnictwa:


Pani Annie Gemblickiej – Sekretarzowi Stanu w Ministerstwie Funduszy i Polityki Regionalnej do:

- 1) zawierania umów i podpisywania decyzji w ramach środków, o których mowa w upoważnieniu, po ich uprzednim parafowaniu przez właściwego głównego księgowego lub osobę przez niego upoważnioną, kontroli prawidłowości wykonania umów, dokonywania wszelkich czynności związanych z ich realizacją oraz rozwiązywania umów;
- 2) zawierania porozumień w sprawie wdrażania Programów EWT, EISP oraz EIS i dokonywania wszelkich czynności związanych z ich realizacją oraz ich rozwiązywania;
- 3) udzielania upoważnień dla Zespołów kontrolujących do przeprowadzenia kontroli w ramach Programów EWT, EISP oraz EIS.

Przy wydatkowaniu środków finansowych stosuje się w szczególności przepisy ustawy z dnia 27 sierpnia 2009 r. o finansach publicznych (Dz. U. z 2019 r. poz. 869 z późn. zm.) oraz ustawy z dnia 29 stycznia 2004 r. – Prawo zamówień publicznych (Dz. U. z 2019 r. poz. 1843), regulacje Unii Europejskiej i krajowe w zakresie wykorzystania środków z Europejskiego Funduszu Rozwoju Regionalnego, jak również obowiązujące w Ministerstwie Funduszy i Polityki Regionalnej akty wewnętrzne.

Jednocześnie oświadczam, że wszystkie czynności prawne dokonane przez Panią Annę Gemblicką w okresie od dnia 28 stycznia 2020 r. do dnia udzielenia niniejszego upoważnienia/pełnomocnictwa i w jego zakresie, pozostają w mocy.

Upoważnienie/pełnomocnictwo niniejsze wygasa z chwilą odwołania Pani Anny Gemblickiej ze stanowiska Sekretarza Stanu w Ministerstwie Funduszy i Polityki Regionalnej.


M. Jarosińska-Jedynak

