

Rules governing the recruitment of participants for the 2022 edition of the In Between? project

In 2022, the international project entitled 'In Between?' organised by the European Network Remembrance and Solidarity includes **study visits** for young persons to three regions in Europe: Alsace, Polish-Czech border (Cieszyn/Těšín) and Trieste in Italy. Before going to one of these, the participants will be invited to the **workshops** in Warsaw (PL) in oral history documentation and podcasts making. During the study visits, the participants will interview representatives of local communities and document oral histories. They will work on podcast production and learn methods of journalistic storytelling and making sound recordings and documentation.

These rules, hereinafter the '**Rules**', spell out the principles of participant recruitment for workshops and study visits in the context of the 'In Between? project delivered between **6th and 16th of July 2022**.

ARTICLE 1: GENERAL CONDITIONS OF RECRUITMENT

1. The Organiser of this Recruitment ('**Recruitment**') shall be the state cultural institution the Institute of the European Network Remembrance and Solidarity with its registered seat in Warsaw, address: ul. Zielna 37, 00-108 Warsaw, Poland, entered into the register of cultural institutions kept by the Minister of Culture, National Heritage and Sport under the number RIK 90/2015, holding the unique taxpayer ID number NIP: 701 045 62 60, and the statistical number REGON: 360483100 ('**Organiser**').
2. The workshop in Warsaw, Poland shall take place between 6th and 9th of July 2022 and the study visits between 9th and 16th of July, respectively ('**Project**').
3. The goal of the Recruitment is the selection of the participants ('**Participant**') of the Project.
4. The Recruitment shall be open exclusively to **adults** ('**Candidate(s)**'), who:
 - a) are younger than **26 years of age on** 10 April 2022
 - b) are university students who have completed at least two semesters of their programme
 - c) show a knowledge of English of at least the B2 level (in accordance with the Common European Framework of Reference for Languages of the Council of Europe);
 - d) know one of the following languages (depending on the region of the study visit):

<i>Region</i>	<i>Language</i>
Alsace/Niederbronn-les-Bains (FR)	French, German
Cieszyn/Těšín (PL/CZ)	Polish, Czech
Trieste (IT)	Italian, Slovene

5. The age of majority shall be ascertained under the law of the country of which the Candidate is national.
6. The Recruitment shall not be open to the Organiser's employees and their families as well as persons actively involved in the organisation of the Recruitment or the Project.

ARTICLE 2: FORMAL APPLICATION REQUIREMENTS

1. The Candidates shall apply to be considered in the Recruitment (“**Application**”) by means of an electronic form available on the In Between? webpage www.enrs.eu/inbetween by **24th of April 2022**.
2. The Application shall include a correctly completed Project application form, also including a declaration to ascertain that once qualified for the Project, the Candidates shall conclude the agreement specified in Article 4(2).
3. A single Candidate may submit a single Application only.
4. Participants of former editions of the In Between? project are not eligible to apply.
5. The Application must be submitted in English.

ARTICLE 3: RECRUITMENT PROCESS

1. The Recruitment for the 2022 edition shall be executed in two stages:
 - a) Stage One shall consist in the evaluation of the Applications by the Selection Team. That stage shall result in a list of at least 30 Participants qualifying for Stage Two; however, the Organiser may limit the number of Participants in case of e.g. an insufficient number of Candidates or due to other reasons;
 - b) Stage Two shall consist in an interview conducted over the Zoom communicator or similar to verify such aspects as the Candidate’s motivation, his/her research interests, knowledge of history as well as English and/or the other foreign language(s) declared by the Candidate in the application form. The interviews shall be conducted by members of the Selection Team.
2. The Organiser shall reject Applications which:
 - a) contradict the Rules;
 - b) violate social mores, in particular those offensive, vulgar, obscene, falsifying the historical truth, etc;
 - c) breach legislation in force, in particular copyright and derivative rights or the right of publicity.
3. The Selection Team shall consist of the Organiser’s staff. The Team shall be chaired by an Organiser’s staff member nominated by the Organiser.
4. The Selection Team shall assess the Applications submitted in the Recruitment process. The Selection Team shall assess the following aspects and on the basis of the following criteria:

<i>Criterion</i>	<i>Aspect description</i>	<i>Weight</i>	<i>Number of points</i>
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Motivation	<p>Assessment of how much the goals of the Project match the interests, expectations and personal development plans of the Candidate</p> <p>§ What are the sources motivating the Candidate to participate in the Project?</p> <p>§ What are the sources motivating the Candidate to select this particular region?</p> <p>§ To what degree is the Candidate's willingness to take part in the Project linked to his/her research and personal interests?</p> <p>§ Would the Candidate like to use the experience of his/her participation in the Project in further personal, scientific and/or artistic development?</p> <p>§ If so, how?</p> <p>§ What would the Candidate like to contribute to the Project?</p>	4	0-4
Knowledge and experience	<p>Assessment of the level of the Candidate's readiness to participate in the Project</p> <p>§ How advanced is the Candidate's theoretical knowledge concerning the historical, cultural and social context of the selected region?</p> <p>§ How advanced is the Candidate's theoretical knowledge concerning doing historical research by means of the oral history method?</p> <p>§ Has the Candidate already participated in historical, anthropological or sociological research projects, with special focus on doing research by means of the oral history method?</p>	2	0-4
Technical abilities	<p>Assessment of the level of the Candidate's readiness to participate in the Project in terms of technical aspects</p> <p>§ How advanced is the Candidate's theoretical knowledge concerning techniques of visual and audiovisual documentation (photography, film, sound recording and processing)?</p> <p>§ Does the Candidate have experience in preparation of visual and/or audiovisual documentation on his/her own?</p>	1	0-4
Foreign languages	<p>Assessment of the number and knowledge of foreign languages</p> <p>§ What is the Candidate's declared level of English?</p> <p>§ What is the Candidate's declared level of one of the foreign languages listed in the table in Article 1(4)(c) of the Rules?</p> <p>§ Does the Candidate know more than one of the foreign languages listed in the table in Article 1(4)(c) of the Rules?</p> <p>§ Does the Candidate declare knowledge of other language?</p> <p>§ At what level?</p>	3	0-4
Maximum number of points			44

5. The outcome of the Recruitment shall be announced on the website www.enrs.eu/inbetween, not later than on **31 May 2022**. The Participants shall be additionally notified of the Recruitment outcome by an email sent to the address indicated in the Application.

6. At least seven Participants for each study visit (21 participants of the project) shall be selected from the Project Candidates. However the Organiser may limit the number of Participants in case of e.g. an insufficient number of Candidates or due to other reasons.
7. In contentious matters, in particular the equal number of points awarded to more than one Candidate, the opinion of the Chairman of the Selection Team shall be decisive.
8. Should any of the Participants be struck off the list or withdraw from Project participation, the Organiser shall indicate Participants from the reserve list following the point-based ranking list drafted by the Selection Team.
9. Decisions of the Selection Team shall be final and not subject to an appeal procedure.
10. The Participants have understood that submitting the Application shall be tantamount to consenting to the provisions of these Rules and acceptance thereof.
11. The Participation in the Project shall cover the entire Project, i.e. both the study visit and the Workshops. The Organiser do not foresee the Participants taking part in one Project part only.
12. In case of the Participant's failure to conform to the provisions of the Rules, the Organiser may decide to exclude the Participant from the Project. The Organiser's decision shall be irrevocable.
13. In particularly justified cases Organiser may subsidize the Participant's travel to the seminar in Warsaw **and** the return journey from the study visit to the place of residence. The decision about the possibility of subsidy will be taking into consideration after receiving a letter from the candidate with special justification (the decision is final – non-appealable and up to a sole discretion of the Organiser). Organiser informs that it may subsidise travel for up to five persons to the following extent:

up to 150 PLN, gross (or its equivalent in another currency as per the exchange rate of the National Bank of Poland on the travel ticket purchase day)		In case of a distance calculated in a straight line between the place of residence to the place of workshop and place of study visit to the place of residence from 10 to 99 km*
up to 400 PLN, gross (or its equivalent in another currency as per the exchange rate of the National Bank of Poland on the travel ticket purchase day)		In case of a distance calculated in a straight line between the place of residence to the place of workshop and place of study visit to the place of residence from 100 to 699 km*
up to 700 PLN, gross (or its equivalent in another currency as per the exchange rate of the National Bank of Poland on the travel ticket purchase day)		In case of a distance calculated in a straight line between the place of residence to the place of workshop and place of study visit to the place of residence from 700 km to 1,199 km*

*in accordance with the distance calculator available at http://ec.europa.eu/programmes/erasmus-plus/resources_en#tab-1-4

In the event Participant's travel costs are subsidized by Organizer under §3 section 13 of the Regulations, the Participant undertakes to submit, within the deadline specified in the Agreement, the documents necessary for the Organizer to reimburse the participant's account of the travel costs referred to in §3 section 13 of the Regulations, under pain of refusal to cover of these costs.

ARTICLE 4: PARTICIPANT'S OBLIGATIONS

1. In the course of the Project, the Participant shall be obliged to creatively perform his/her tasks discussed during the Workshops and take part in the production of a podcast documenting the special experiences during the study visit.
2. The Organiser shall conclude a separate agreement with each of the Participants, with the following commitments on the part of the Participant:
 - a) to fully participate in the Project, i.e. in the workshop, the study visit, as well as to conform to the Organiser's recommendations and all safety and security rules over the duration of Project;
 - b) to cover the costs of the Participant's insurance against personal accidents and medical treatment costs, for the duration of the Project in the place(s) where it is carried out;
 - c) to grant the Organiser, free of charge and without any temporal or territorial restrictions, a non-

exclusive license to use the photographs authored by the Participant created as part of Project delivery referred to under para. 1 above and to transfer, free of charge, the entirety of the author's economic rights and derivative rights, including the rights to execute derivative rights, to all other of the works authored by the Participant created as part of Project, including audio registration recorded for the purpose of production of a podcast documenting the Project in all possible fields of exploitation, including those that for technological reasons do not exist at the time of the conclusion of the agreement, in particular in order for the Organiser to be able to use it for its statutory activity, marketing purposes, promoting the Project, use it in other materials etc., and

d) to grant, free of charge, the Participant's consent to dissemination of his/her image recorded in the context of Project delivery, with no temporal or territorial restrictions, for the purposes of the organisation and promotion of the Project.

ARTICLE 5: FINANCIAL MATTERS

1. The Organiser shall cover the costs of the Participants' accommodation and catering (breakfast, lunch and dinner) during the delivery of the Project;
2. The Organiser shall not, however, cover the costs of the Participant's travel from his/her place of residence to the location of the workshop (Warsaw, PL) which shall be borne by him/her at his/her own expense and risk. The Organiser does not cover the costs of Participant's travel from the place of study visit to his/her place of residence after the end of the project.
3. The Organiser shall cover the cost of the Participant's travel from the workshop in Warsaw to the place of the study visit (accordingly: Niederbronn-les-Bains (FR), Cieszyn (PL), Trieste (IT)).
4. The Participants shall undertake to reach the place of the workshop not later than **on 6 July 2022 at 19:00 hrs**
5. The Organiser shall not be held liable for any damage to the property or person of the Participant, in particular the Organiser shall not be liable for any possible any possible injuries or unfortunate accidents sustained by the Participant or any other accidental events which may occur over the course of Project delivery.
6. The Participants shall be obliged to insure themselves, at their own expense, against personal accidents and civil liability as well as medical treatment costs, for the entire period of Project delivery and provide the Organiser with a copy of the relevant policy confirming the fact prior to the start of the Project.

ARTICLE 6: PERSONAL DATA

1. The controller of the personal data of each Candidate who has submitted his/her Application for the Recruitment shall be the Organiser, also referred in this Article as the '**Controller**'.
2. The personal data of each Candidate who has submitted his/her Application for the Recruitment, including:
 - a. Name and surname,
 - b. E-mail address,
 - c. Date of birth
 - d. Country of origin
 - e. Phone number
 - f. Home address
 - g. Affiliation (University)
 - h. Education, professional experience, your image obtained during recruitment process and/or recorded in the context of your active participation in the programm and/or the contract, your gender as well as data disclosing your racial or ethnic origin, political views, religiousshall be processed by the Controller pursuant to **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) ('**GDPR**') for the purposes of the Recruitment, Project delivery, implementation of these Rules in the remaining scope and the Controller or a third party's direct marketing.
3. You can get in touch with the Controller using the following email address: office@enrs.eu or with the personal data inspector by sending a message to the following email address: iod@enrs.eu.

4. The personal data of each Candidate shall be processed pursuant to Article 6(1)(b) of the GDPR – processing is necessary for the performance of a contract to which the data subject is party, which in this case means that the processing of the Candidate’s personal data is necessary for the performance of the provisions of these Rules binding for the Candidate. Additionally, the e-mail addresses of the Project Participants shall be processed pursuant to Article 6(1)(f) of the GDPR – processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject, which in this case means that the Project Participants’ personal data shall be processed for the purposes of direct marketing of the Controller or a third party.
5. The personal data of the Candidates shall be received by the following categories of entities: Project partner institutions, insurance companies, tourist agencies cooperating with the Organiser in the context of the Project as well as hotels located where the Project is delivered and carriers involved in transporting the Participants in the context of the Project, members of the Selection Team who are not staff members of the Institute; providers of technical services (including, for instance, telecommunications, hosting, owners of servers and spaces where data are stored, inter alia Google LLC, Zoom Video Communication Inc. and Microsoft.

The Controller may use the ZOOM platform to conduct reviews with the Candidates, provided by an entity from the United States of America, Zoom Video Communications Inc. As a consequence, your personal data are going to be transferred outside of the European Economic Area in the scope of the service rendered by the provider of the ZOOM platform. The appropriate level of data protection is guaranteed by the Zoom Video Communications, Inc. having entered the EU-USA Privacy Shield programme as well as a contract featuring standard clauses. The ZOOM platform has its own privacy policy, which you can read at: <https://zoom.us/privacy>.

Using services offered by Google, including the YouTube service (in compliance with the definition below), the Controller intends to transmit your personal data to the company Google LLC of Delaware seated at Amphitheatre Parkway nr 1600, Mountain View, 7. California 94043, USA ('Google'), which may process them (including transmission and storage) also outside of the European Economic Area (EEA), including the United States of America and other countries where Google or its partners has/have relevant infrastructure.

The Controller, by using the services offered by Microsoft, intends to transfer personal data to the company Microsoft Ireland Operations Limited One Microsoft Place South County Business Park Leopardstown Dublin 18, Ireland (hereinafter "**Microsoft**"), which may process (including transmitting, storing) data also outside the European Economic Area (EEA), including the United States of America and in other countries where Microsoft or its partners have the appropriate infrastructure.

By decision 2016/1250, the European Commission stated that the United States of America ensures an adequate level of protection of personal data transferred from the Union to entities in the United States under the EU-US Privacy Shield. To ensure security, contracts with Microsoft also use standard contractual clauses approved by the European Commission. At the same time, Microsoft ensures that when processing personal data, it always applies appropriate safeguards. More details on this subject at:

<https://privacy.microsoft.com/pl-pl/privacy>

6. The personal data of the Candidates not recruited for the Project shall be processed as of their submission of the Application until not later than 16 July 2022 (inclusive) – for the purposes of the Recruitment. The personal data of the Candidates recruited for the Project shall be processed as of their submission of the Application until not later than 31 December 2022 – for the purposes of Project delivery and matters related to the Project, and for the purposes of direct marketing – until the Candidate has expressed opposition against the processing of his/her data for that purpose.
7. The Candidate shall have the right to request from the Controller to get access to personal data concerning him/her, to have them rectified, erased or their processing restricted as well as the right to data portability.
8. The Candidate whose personal data are processed for the purposes of direct marketing shall also have the right to oppose, at any time, the processing of personal data concerning him/her for the purposes of such marketing, including profiling, insofar as the processing involves direct marketing.
9. The Candidate shall have the right to lodge a complaint with the President of the Office for Personal Data Protection (Polish: Prezes Urzędu Ochrony Danych Osobowych), should he/she find that the processing of his/her personal data infringes on the provisions of the GDPR.

10. The submission of the Candidate's personal data shall be voluntary, subject to its being a requirement of these Rules (a contractual term). Failure on the part of the Candidate to submit the required personal data shall bar them from taking part in the Recruitment, and Candidates' Applications without the required personal data shall not be considered for the purposes of the Recruitment.
11. You shall not be subject to any decisions based solely on automated processing which produce legal effects concerning you or similarly significantly affect you.

ARTICLE 7: FINAL PROVISIONS

1. The Organiser shall reserve the right to change dates and deadlines referred to in these Rules as well as to cancel the Recruitment or change its nature without giving reasons for it, and to alter the terms and conditions of the Project.
2. Neither the Organiser nor the Candidate shall be liable for failure to perform its obligations under these Rules due to force majeure, which shall be understood as a situation impossible to foresee, exceptional, preventing any of the parties from fulfilling their obligations and which is not the result of an error or negligence of any of the parties and is unsurmountable despite all efforts taken. Force majeure shall also include the effects of the COVID-19 pandemic, e.g. legal restrictions on the organisation of events referred to in these Rules, possible travel restrictions etc.
3. The Organiser shall enjoy the exclusive right to interpret these Rules as well as to change and make additions in the contents hereof.
4. The provisions of these Rules shall be subject to Polish legislation.