

Rules governing the recruitment of participants for the 2022 edition of the “Sound in the Silence” project

“Sound in the Silence” is an interdisciplinary project delivered by the Institute of the European Network Remembrance and Solidarity with its registered seat in Warsaw in cooperation with:

- 1) Motte Verein für Stadtteilbezogene Kultur und Sozialarbeit Ev (Motte e.V.), PIC 938339104, established in Eulenstrasse 43, Hamburg 22765, Germany,
- 2) Kauno IX Forto Muziejus (9th Fort Museum), PIC 901615971, established in Zemaiciu Pl 73, Kaunas 47435, Lithuania,
- 3) Javna Ustanova Spomen Podrucje Jasenovac (Jasenovac), Pic 938531067, established in Brace Radic 147, Jasenovac 44324, Croatia,
- 4) Documenta Centar za Suocavanje S Proslosci Udruga (Documenta), Pic 942095526, established in Selska Cesta 112 C, Zagreb 10000, Croatia,
- 5) Erinnern für die Zukunft Tragerverein des Hauses der Wannseekonferenzen (Ghwk), Pic 946950958, established in Am Grossen Wannsee 56-58, Berlin 14109, Germany,
- 6) Bundesanstalt KZ-Gedenkstätte Mauthausen/Mauthausen Memorial (Mauthausen), Pic 909595385, established in Erinnerungsstrasse 1, Wien 4310, Austria,

(hereinafter referred to jointly as the “**Partners**”)

and its goal is historical education of young persons. The project comprises history lessons and arts workshops during which the adolescents, split into groups, work together to prepare a final performance (hereinafter the “**Project**”).

The project is co-financed by the European Education and Culture Executive Agency according to the Grant Agreement 101051121 – SiS.

Young persons are encouraged to look for new methods of dealing with history, based - on the one hand - on individual engagement and - on the other - on dialogue and cooperation with others. At the same time, they can develop their intercultural competences and shape the attitude of openness and ability to process historical and social phenomena in a creative manner. Becoming familiar with the past by means of arts as well as expressing it through emotions facilitates youth’s understanding of history and the world around them.

In 2022 we will organize two Project editions: in the 9th Fort Museum in Kaunas, Lithuania, from the 28.09.2022 – 05.10.2022 and in Gusen & Mauthausen Memorials in Mauthausen, Austria between 09.10.2022 and 16.10.2022. Four groups of students from four European Union countries will participate in each edition of the Project. One school can apply for more than one project edition; however, the same group of students can't participate in the Project twice.

These rules, hereinafter the “**Rules**”, spell out the principles governing the recruitment of teams, each comprising students and a teacher, representing max. eight upper secondary schools from the Member States of the European Union.

Article 1: GENERAL CONDITIONS OF RECRUITMENT

1. The Organiser of this Recruitment (“**Recruitment**”) shall be the Institute of the European Network Remembrance and Solidarity with its registered seat in Warsaw (Polish: *Instytut Europejskiej Sieci Pamięć i Solidarność*), a Polish state cultural entity (Polish: *państwowa instytucja kultury*) entered into the register of institutions of culture kept by the Polish

Minister of Culture and National Heritage under the number of RIK 90/2015, holding the Tax Identification Number (NIP): 701-045-62-60 and National Business Registry Number (REGON): 360483100, address: ul. Zielna 37, 00-108 Warsaw, Poland (“**Organiser**”) as the leader of the coordinator/leader of the consortium according to the Grant Agreement, Project 101051121 – SiS co-financed by European Education And Culture Executive Agency.

2. The goal of the Recruitment is the selection of eight Guardians (“**Guardian**”) of seven-person student teams (“**Students**”), for the two editions of the Project.
3. The Project shall be delivered in:
 - a) the 9th Fort Museum in Kaunas, Lithuania, from the 28.09.2022 – 05.10.2022 (hereinafter “Edition 1”)
 - b) in the Mauthausen Gusen Memorial in Mauthausen, Austria between 09.10.2022 and 16.10.2022. (hereinafter “Edition 2”)
4. The Recruitment shall be open exclusively to adults (“**Candidate**”), who:
 - a. at the time of Application submission and until Project completion are teachers at upper secondary schools in the Member States of the European Union (“**School**”),
 - b. 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),
 - c. are citizens of EU Member States,
 - d. are able to undertake care of the Students, selected by the Candidates from amongst the students of the schools where they teach.
5. The Guardian and Students shall be jointly referred to as the Participants.
6. The age of majority shall be ascertained under the law of the country of which the Candidate is citizen.
7. The Recruitment shall not be open to the Organiser’s and Partners’ 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 Candidate shall apply to be considered in the Recruitment (“**Application**”) by means of an electronic form available on the “Sound in the Silence” webpage <https://sisrecruitment.enrs.eu/> by **05.06.2022** until midnight (time zone: UTC+2 (CEST))
2. The Application shall include a correctly completed Project application form accompanied by relevant declarations to ascertain that once qualified for the Project, the Candidate shall conclude the agreement specified in Article 4(4) of these Rules.
3. The Candidate shall be obliged to produce the Application in English.
4. A single Candidate shall be entitled to submit a single Application for given edition of the Project, meaning that one Candidate can apply for Edition 1 and Edition 2, however, the same group of Students can not participate in the Project twice. If the Candidate can send two different groups of Students for the Project's two editions (Edition 1 and 2), the Candidate should mark the following option in the application form (there is no need to send the form twice).
5. Applications submitted after the deadline set in paragraph 1 shall not be examined.

Article 3: RECRUITMENT PROCESS

1. The Project Recruitment shall be a single-stage process, during which the Application shall be subject to evaluation by the Selection Team.
2. The Selection Team shall comprise: the Organiser’s representative, the Partners’ representatives and a scientific coordinator. The Selection Team shall be chaired by a representative of the Organiser.
3. The Organisers shall reject Applications which:
 - a. contradict the Rules;
 - b. violate social mores, in particular those offensive, vulgar, obscene, falsifying the historical truth, etc;
 - c. violate legislation in force, in particular copyright and derivative rights or the right of publicity.
 - d. collect less than 20 points
4. The Selection Team shall assess the Applications submitted in the Recruitment process. The Selection Team shall assess the following aspects on the basis of the following criteria:

Criterion	Weight	Number of points				
		0	1	2	3	4
Teacher's experience	2					
Motivation	4					
Expectations regarding teachers programme	3					
Expectations regarding interdisciplinary youth project	3					
Students' motivation	3					
Bonus points	2					
Maximum:					62	

5. The outcome of the Recruitment shall be announced on the website <http://soundinthesilence.enrs.eu/>, not later than on **13.06.2022**. The Candidates shall be additionally notified of the Recruitment outcome by an email sent to the address indicated in the Application.

6. At least four Guardians shall be selected from the Project Candidates who will be obliged to set up seven-person Student teams for each edition of the project. However, the Organizer foresees the possibility that the one Guardian will apply for two editions of the Project. In this case the Organizer reserves the right to choose less than eight Guardians for both editions in total. The Organizer also reserves the right to choose less than four Guardians in case the number of non-rejected Applications is lower than 4.
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 Organisers shall indicate further Participants from the reserve list following the point award system set up by the Selection Team.
9. The Participants have understood that submitting the Application shall be tantamount to consenting to the provisions of these Rules and acceptance thereof.
10. The Participation in the Project shall cover the entire Project, i.e. the participation of the Guardian and seven Students selected by him/her in all the activities planned by the Organiser as part of Project delivery between 27.09.2022 – 05.10.2022 (Edition 1) or/and between 08.10.2022 – 16.10.2022 (Edition 2). The Organisers do not foresee any partial participation of the Participants in the Project.
11. In case of the Participant's failure to confirm to the provisions of the Rules, the Organiser may decide to exclude the Participant from the Project. The Organiser's decision shall be irrevocable.

Article 4: PARTICIPANTS' OBLIGATIONS

1. The Guardian shall undertake to assemble a group of seven Students of the School who will then become Project Participants together with him/her.
2. On the first day of Project delivery, the Students selected for Project participation shall not be older than 19 years of age.
3. During the Project delivery, the Participants shall be obliged to creatively perform the tasks to be discussed by the coordinators ("**Coordinator**"), including:
 - a. the Students shall be obliged to participate in all Project workshops;
 - b. the Students shall be obliged to participate in the final performance concluding the Project, to be held on:
 - 04.10.2022 in Kaunas (Edition 1) or
 - 15.10.2022 in Mauthausen (Edition 2)
 - c. the Guardian shall be obliged to take care of the Students throughout the period of Project delivery.
4. The Guardian shall undertake to be an intermediary in the conclusion of an Agreement between the School and the Organiser, to include the following commitments on the part of the School:
 - a. the commitment to second the Candidate for Project participation as a Guardian of the Students;
 - b. the commitment to select, together with the Candidate, a team of seven students to participate in the Project;

- c. the commitment to provide information as regards any personal changes in the group of Participants not later than 25 days prior to the planned start of the Project;
 - d. the commitment to present attestation that the selected Students have at least B2-level knowledge of English;
 - e. Guardians shall be obliged to participate in all Project workshops, dedicated to them.
5. The Organiser shall conclude a separate agreement with each of the Guardians, with the following commitments on the part of the Guardian:
- a. the commitment to fully participate in the Project as well as to conform to the Organiser's recommendations and all safety and security rules over the duration of Project;
 - b. the commitment to set up, together with the School, a team comprising seven Students of the School;
 - c. the commitment to be an intermediary in contacts between the Organiser and the School as well as the Organiser and the Students;
 - d. the commitment to cover the costs of the Participant's insurance against personal accidents for the duration of the Project in the place of its delivery;
 - e. the commitment to present the confirmation of having covered the costs of the Students' insurance against personal accidents for the duration of the Project in the place of its delivery;
 - f. the commitment to submit, within a deadline set in the Agreement, documents necessary for the Organiser's reimbursement, onto the Guardian's bank account, of the incurred travel costs referred to in Article 4(5) of these Rules;
 - g. the commitment to complete the questionnaire aimed to constitute a summary of the Project;
 - h. the commitment to ensure, free of charge, the Participant's consent to dissemination of his/her image recorded in the context of Project delivery, with no time and territorial constraints whatsoever, for the purposes of the organisation and promotion of the Project.
6. A remuneration of 200 euros gross is foreseen for each Guardian upon completion of the Project.
7. The Guardian agrees that his/her private date will be checked against in the Sex Offenders Register by the organiser before the contract is signed. The Guardian undertakes to provide the data necessary for the check.

Article 5: FINANCIAL MATTERS

1. The Organiser shall provide room and board for the Participants during Project delivery as well as reimburse to the Participants their costs of return travel (from the place of residence to the place of Project delivery and back).
2. The Organiser shall cover the costs of the Participant's travel from their place of residence (declared by the Candidate in the application form) to the place of workshop delivery (Kaunas or Mauthausen) and back at the following amounts:

up to 20€, gross for a return journey (from the place of the living to the place of the project and back). Money will be refunded in Euro 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 and the place of workshop delivery of from 10 to 99 km*
up to 90€, gross for a return journey (from the place of the living to the place of the project and back). Money will be refunded in Euro 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 and the place of workshop delivery of from 100 to 499 km*
up to 200€, gross for a return journey (from the place of the living to the place of the project and back). Money will be refunded in Euro 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 and the place of workshop delivery of from 500 km to 1999 km*
up to 230€, gross for a return journey (from the place of the living to the place of the project and back) . Money will be refunded in Euro 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 and the place of workshop delivery of from 2000 to 2999 km*

*in accordance with the distance calculator available at:

https://ec.europa.eu/info/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/calculate-unit-costs-eligible-travel-costs_en

3. The Organiser shall cover the costs referred to in paragraphs 1-2 exclusively on the basis of the correctly completed form and plane, train and/or coach/bus tickets delivered to the Organiser not later than within 14 working days after the end of the journey. After that date, the Participant shall be no longer entitled to travel expense reimbursement.
4. Instead of covering the costs according to paragraphs 1-2, the Organiser reserves the right to organise/rent a private coach for the group, if this is financially or logistically more beneficial. Each such case will be considered individually and it is up to a sole discretion of the Organiser.
5. The Participants shall undertake to reach the place of Project delivery not later than:
 - a) On the 28.09.2022 (in case of Edition 1 in Kaunas)
 - b) On the 09.10.2022 (in case of Edition 2 in Mauthausen)
6. 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 injuries or unfortunate accidents sustained by the Participant or any other accidental events which may occur over the course of Project delivery.
7. The Participants shall be obliged to insure themselves, at their own expense, against personal accidents and civil liability, for the entire period of Project delivery and furnish the Organiser with a copy of the relevant policy confirming the fact before the start of the Project.

Article 6: PERSONAL DATA

As the provisions 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), hereinafter the “GDPR”, entered into force on 25 May 2018, we would like to notify you of the following:

1. The controller of personal data of the Participants acquired by the Organiser in the context of Recruitment is the state cultural institution Institute European Network Remembrance and Solidarity [Instytut Europejskiej Sieci Pamięć i Solidarność] with the registered seat in Warsaw, address: ul. Zielna 37, 00-108 Warsaw, acting on the basis of an entry into the register of cultural institutions kept by the Minister of Culture and National Heritage under the number RIK 90/2015; Tax Identification Number (NIP): 701-045-62-60; National Business Registry Number (REGON): 360483100 (hereinafter referred to as "the Controller").
2. Each Candidate 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@enrs.eu.
3. Personal data of each Candidate who submits his Application for Recruitment will be processed by the Controller in compliance with the GDPR, for the purpose of the Recruitment, for the purpose of Project, for the purpose to implement these Rules in the remaining scope and 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 require protection of personal data, in particular where the data subject is a child.
4. Personal data of each Candidate will be processed pursuant to art. 6 par. 1 point b) GDPR - processing is necessary for the performance of the contract to which the data subject is a party, which in this case means that the processing of personal data of the Candidate is necessary for the implementation of the provisions of these Rules, which bind the Candidate. In addition, e-mail addresses of Project Candidates will be processed on the basis of art. 6 par. 1 point f) 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 require protection of personal data, in particular where the data subject is a child, which in this case means that personal data of the Candidates will be processed for the purposes of direct marketing of the Controller, promotion of the Controller and to inform about activity of the Controller.
5. The recipients of personal data of the Candidates will be the following categories of entities: Partners entities cooperating with the Controller, representatives of the Partners, employees and persons cooperating with the Controller, entities granting funds for realisation of the Project, entities supervising the Controller and/or Controllers' activities, e.g. the Ministry of Culture and National Heritage of the Republic of Poland with its registered seat in Warsaw, 00-071, Poland, Krakowskie Przedmieście 15/17, Polish Tax Offices, the Polish Social Security Institution (if applicable), providers of technical services, including owner of servers and services used by the Organizer to storage personal data of Candidates.

Personal data may be transferred to EU bodies, in particular to the European Commission and the European Education and Culture Executive Agency. You can read more about the principles of data processing by the European Commission in the Privacy Statement:

https://ec.europa.eu/research/participants/data/support/legal_notice/h2020-ssps-grants-sedia_en.pdf

The Controller, using the services offered by Microsoft, intends to transfer personal data to Microsoft Ireland Operations Limited One Microsoft Place South County Business Park Leopardstown Dublin 18, Ireland (hereinafter "Microsoft"), which may process (including transfer, store) data also outside the European Area Economic (EEA), including in the United States of America and in other countries where Microsoft or its partners have the appropriate infrastructure. Microsoft ensures that it always uses appropriate safeguards when processing personal data. More details on this subject at: <https://privacy.microsoft.com/en-us/privacy>

6. Personal data of Candidates will be processed from the moment they submit the Application throughout the period when the Controller exercises its rights stemming from these Rules and in the case of data to the processing of which a consent has been granted until revoking it, but not less than the period resulting from the provisions on archiving and the provisions on the limitation period for claims. Personal data of Candidates in scope of their image and expresses/statements will be processed for the purposes of direct marketing, promotion of the Controller and to inform about activity of the Controller - from the moment they submit the Application until a Candidate objects to the processing of his/her data for this purpose and throughout the period in which the Controller conducts its activity.
7. The Candidates shall not be subject to any decisions based solely on automated processing which produce legal effects concerning you or significantly affect you in a similar fashion.
8. Each Candidate shall have the right to:
 - a. request from the Controller access to personal data (pursuant to Article 15 of the GDPR),
 - b. request from the Controller that incorrect personal data be rectified without delay as well as to request (considering the purpose for which the data are processed) that incomplete Personal Data be completed (pursuant to Article 16 of the GDPR),
 - c. request from the Controller that personal data be erased (pursuant to Article 17(1) of the GDPR), subject to the exceptions provided for in Article 17(3) of the GDPR,
 - d. request from the Controller that the processing of personal data be restricted (pursuant to Article 18 of the GDPR), subject to the exceptions provided for in Article 18(2) of the GDPR,
 - e. object to the processing of personal data in the scope the Personal Data is processed based on art. 6(1) (e) or (f) of the GDPR (Each Candidate whose personal data is processed for the purpose of direct marketing also has the right to object at any time to the processing of that personal data for the needs of direct marketing, including profiling, to the extent to which the processing is related to direct marketing),
 - f. request transfer of the Personal Data referred to in Article 20 of the GDPR, subject to point 7 above and other provisions of the GDPR,
 - g. lodge a complaint with the President of the Office for Personal Data Protection (Polish acronym: **PUODO**) (pursuant to Article 77 of the GDPR) or another body competent for personal data protection replacing the PUODO, as well as another supervising authority, should you find that the processing of personal data infringes on the provisions of the GDPR,

The Candidate may send the request referred to in this paragraph to the following email address: iod.enrs@enrs.eu.

9. Each Candidate has the right to revoke your data processing consent at any time with no bearing on the legality of the processing performed under the consent prior to its revocation. This pertains to cases when the Candidate's data are processed on the basis of your data processing consent.
10. Providing personal data by Candidates is voluntary, however this is a requirement of these Rules (contractual condition). If a given Candidate does not provide the required personal data, that Candidate will not be allowed to participate in the Recruitment and Candidate's Application that does not contain required personal data shall not be considered in the Recruitment process.

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. The Organiser shall enjoy the exclusive right to interpret these Rules as well as to change and complete the contents hereof.
3. The provisions of these Rules shall be governed by the laws of Poland.