

**RULES GOVERNING THE RECRUITMENT OF PARTICIPANTS
FOR THE 2024 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** (Polish: *Instytut Europejskiej Sieci Pamięć i Solidarność*) with its registered seat in Warsaw, address: ul. Zielna 37, 00-108 Warsaw, 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,

in cooperation with the **Foundation European Network ‘Remembrance and Solidarity’** with its registered office in Warsaw, address: ul. Zielna 37, 00-108 Warsaw (Poland), entered into the Register of Associations, other social and professional organisations, foundations and independent public healthcare units, as well as the register of enterprises, kept by the District Court for the capital city of Warsaw in Warsaw, under the KRS number 0000242090, holder of the Polish National Business Registry REGON number 146612690 and the taxpayer’s NIP number VAT UE PL7010390762 (the “**Foundation**”).

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**”).

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 2024 we will organize one Project edition:

1. In the Pitesti Prison Memorial and Bucharest from 05 to 13. October 2024

Four groups of students from four countries will participate in each edition of the Project.

These rules, hereinafter the “**Rules**”, spell out the principles governing the recruitment of teams, each comprising seven students and a teacher, representing max. four upper secondary schools.

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 (“**Organiser**”) with cooperation with the Foundation.

The goal of the Recruitment is the selection of four Guardians (“**Guardian**”) of seven-person student teams (“**Students**”), for the edition of the Project.

2. The Project shall be delivered in:
 - a. the Pitesti Prison Memorial and Bucharest the 05-13.10.2024 (hereinafter “**Edition**”).
3. 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 based in Europe (“**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 able to undertake care of the Students, selected by the Candidates from amongst the students of the schools where they teach.
4. The Guardian and Students shall be jointly referred to as the Participants.
 5. The age of majority shall be ascertained under the law of the country of which the Candidate is citizen.
 6. The Recruitment shall not be open to the Organiser’s and Foundation’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 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 **05.05.2024** 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.
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 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 <https://enrs.eu/sound-in-the-silence> not later than on **30.05.2024**. 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 edition of the project. 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 05-13.10.2024. 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 the Project, the Students selected to participate in the Project must be no younger than 15 years old and no older than 19 years old.
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:
 - 12.10.2024 in Pitesti

The Performance is a public event open for the audience and media.

- 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. In addition, in accordance with the provisions of the Law of May 13, 2016 on Prevention of Sexual Crime Threats (i.e., Journal of Laws of 2023, item 1304, as amended), the Guardian shall be required to submit information from the relevant registry(s) or relevant statement(s) referred to in Article 21 before concluding agreement specified in Article 4(4) of these Rules.

8. Please note that this edition of the Project is connected with traumatic history, the history of genocide and torture. Please acknowledge that learning about such events by the participants, despite the adaptation of the transmitted content to their age, may cause strong experiences among them. The Organiser does not provide any psychiatric/psychological care during the Project.

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 (Bucharest) 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 05.10.2024
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 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 data of the Participants acquired by the Organiser in the context of Recruitment will be jointly controlled by 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 – as an Executive Controller (hereinafter referred to as "**the Controller**") and Foundation (hereinafter referred to jointly as the "**Joint Controllers**").
2. Each Candidate can get in touch with the both Controller and Foundation, however we advise you to contact 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/her Application for Recruitment will be processed by the Joint Controllers 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 Joint Controllers 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 Joint Controllers 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 or other Joint Controllers, promotion of the Controller or other Joint Controllers and to inform about activity of the Controller or other Joint Controllers.

5. The recipients of personal data of the Candidates will be the following categories of entities: partners entities cooperating with Joint Controllers, including:
 - a. Institutul Național pentru Studiul Totalitarismului (The National Institute for the Study of Totalitarianism), Calea 13 Septembrie nr. 13, în CASA OAMENILOR DE ȘTIINȚĂ A ACADEMIEI ROMANE, 050711 Bucuresti, Romania,
 - b. MEMORIALUL INCHISOAREA PITEȘTI (Pitesti Prison Memorial), Str. Negru Vodă, nr. 30, Pitești, 110069 Argeș, România, CIF 28032290.

as well as representatives of the Partners, employees and persons cooperating with the Joint Controllers, 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, based on standard data protection clauses referred to in Article 46 of the GDPR. 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 Joint Controllers 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 Joint Controllers and to inform about activity of the Joint Controllers - 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 Joint Controllers 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 access to personal data (pursuant to Article 15 of the GDPR),
 - b. request 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 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 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 his/her 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.