Rules governing the recruitment of participants for the B-SHAPES Summer School: Landscape as heritage

In 2025, an international project entitled 'B-SHAPES: Landscape as heritage', summer school, ("**Project**") shall be organised and delivered by the Foundation of the European Network Remembrance and Solidarity (Polish: *Fundacja Europejska Sieć "Pamięć i Solidarność"*) with its registered seat in Warsaw, address: ul. Zielna 37, 00-108 Warsaw, entered in the Register of associations, other social and professional organisations, foundations and independent public healthcare institutions and in the Company Register at the National Court Register under the number KRS 0000242090, holding the unique taxpayer's number (NIP) 701-03-90-762 and the statistical REGON number 146612690 ('Organiser") in cooperation with

the Institute 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 360483100 and the taxpayer's NIP number VAT UE PL 7010456260 ("Institute").

The B-Shapes project is funded by European Union's Horizon Europe grant under contract no. 101095186.

The project includes summer school in the German-Polish borderland (Zgorzelec/Goerlitz) for **teachers, educators and professionals within the heritage industry working with teens.** During the project the participants will be taking part in workshops and lectures on landscape, borderland studies, oral history documentation and photography. During the summer school, the participants will take part in border walks with locals to photograph the regional landscape. They will learn how to use the gained knowledge and methods in their daily work with students in the classrooms. These rules ("**Rules**") spell out the principles of participant recruitment for the Project.

ARTICLE 1: GENERAL CONDITIONS OF RECRUITMENT

- 1. This Recruitment ("Recruitment") shall be organised by the Organiser.
- 2. The summer school in the German-Polish borderland shall take place between 21st and 24th of August 2025.
- 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**") who:
 - a) are teachers, educators and professionals within the heritage industry working with teens and are at the time of the Project employed at a school or other institution that provides classes for students,
 - b) show 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) Have residency in one of the Countries Participating in Horizon Europe Programme (<u>https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/list-3rd-country-participation_horizon-euratom_en.pdf</u>)

- 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 B-SHAPES webpage https://enrs.eu/project/b-shapes by **6th May 2025.**
- 2. The Application shall include short description of Candidate's experiences in work with teens and motivation to join the project (up to 300 words).
- 3. The Application shall include a correctly completed Project application form, also including a declaration to ascertain that once qualified for the Project, the Candidate shall conclude the agreement specified in Article 4(2).
- 4. A single Candidate may submit a single Application only.
- 5. The Application must be submitted in English.

ARTICLE 3: RECRUITMENT PROCESS

- 1. The Recruitment process is based on the evaluation of the Applications by the selection team appointed by the Organiser (**"Selection Team**").
- 2. The evaluation shall result in a list of at least 10 Participants. In justified cases, the Organizer may limit the number of participants.
- 3. The Selection Team 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;
 - d) They were submitted by candidates who do not meet the conditions set out in § 1(4).
- 4. The Selection Team shall consist of the Organiser's staff. The Organiser may invite to the Selection Team representatives of representatives of the ENRS Institute and the consortium members of the B-SHAPES project. The Selection Team will be chaired by a representative picked by the Organiser, hereinafter referred to as the "Chairman of the Selection Team".
- 5. The Selection Team shall assess the following aspects of the Application and on the basis of the following criteria:

| Criterion | Aspect description | Number of points |
|------------|---|------------------|
| Motivation | Assessment of how much the goals of the Project | 1-5 |
| | match the interests, expectations and personal development plans of the Candidate | |
| | | |

| Maximum number of points | | 12 |
|--------------------------|--|-----|
| | What is the Candidate's declared level of English? | |
| Foreign languages | Assessment of the number and knowledge of foreign languages | 1-2 |
| | How advanced is the Candidate's experience in work with the teens aged 15-19? | |
| Knowledge and experience | Assessment of the level of the Candidate's readiness to participate in the Project | 1-5 |
| | Would the Candidate like to use the experience of their participation in the Project in further development? How? | |
| | To what degree is the Candidate's willingness to take part in the Project linked to their research and personal interests? | |
| | What are the sources motivating the Candidate to participate in the Project? | |

- 6. The outcome of the Recruitment shall be announced on the website <u>B-Shapes | ENRS</u>, not later than on **31.05.2025**. The Participants shall be additionally notified of the Recruitment outcome by an e-mail sent to the address indicated in the Application.
- 7. In contentious matters, in particular the equal number of points awarded to more than one Candidate, the opinion of the Chair of the Selection Team shall be decisive.
- 8. Should any of the Participants be struck off the list or withdraw from participation in the Project, 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. Submitting the Application shall be tantamount to consenting to the provisions of these Rules and acceptance thereof.
- 11. 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.

ARTICLE 4: PARTICIPANT'S OBLIGATIONS

- 1. Participant shall be obliged to creatively perform their tasks discussed during the Project.
- 2. The Organiser shall conclude a separate agreement ('**Agreement**') with each of the Participants, with the following commitments on the part of the Participant:
 - a) 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 the project;
 - b) to cover the costs of the visas to enter Poland/Germany, if it is necessary;
 - c) to grant the Organiser (and subsequently the Institute via sublicense), 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 the Project delivery 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 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.;
 - d) to grant, free of charge, the Participant's consent for the Organiser, Institute and their partners to dissemination of their 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.

3. The Participants shall undertake to reach the place of the workshop not later than **on 21** August 2025 at 16:00 hrs, local time.

ARTICLE 5: FINANCIAL MATTERS

- 1. The Organiser shall cover the costs of the Participants' accommodation, catering (breakfast, lunch and dinner) and scheduled in programme any attendance tickets needed to deliver of the Project.
- 2. 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 Projects which may occur over the course of Project delivery.
- 3. The Participants shall be obliged to insure themselves, at their own expense, against personal accidents and civil liability as well as medical treatment costs and insure all the valuables they have with them, for the entire period of Project delivery.
- 4. The Organiser may reimburse the Participant journey, to and/or from the summer school location (Zgorzelec/Görlitz), upon presentation of correctly filled reimbursement form. The maximum reimbursement amount is 150 EUR.
- 5. Please note that priority of the financially support travels shall be given for residents of war-affected regions, politically persecuted people, and participants facing other crisis situation.
- 6. In the Project Participant's travel costs are subsidized by Organizer, 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 § 5 section 5 of the Rules, under pain of refusal to cover of these costs.

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) ('GDPR') entered into force on 25 May 2018, we would like to notify you of the following information.

- 1. The controller of your personal data obtained in connection with the Agreement concluded with you and participation in the including:
 - a) your first name and surname,
 - b) contact details, including your address, e-mail address and mobile telephone number,
 - c) your place of employment, place of residence
 - d) PESEL or other identification number, including series and number of your ID card/passport,
 - e) and as a case may be, also data revealing your image, country of origin, and those related to your health, gender (jointly 'Personal Data') shall be the Organiser referred to also as 'Controller'.
- 2. You can get in touch with the Controller using the following email address: <u>foundation@enrs.eu</u>. You can also get in touch with Controller's data protection officer by sending a message to the following email address: <u>iod.enrs@enrs.eu</u>.
- 3. Your Personal Data shall be processed by the Controller pursuant to the GDPR, for the purpose of conclusion and performance of the contract between you and the Controller, as well as using them in the context of all activities related to the Projects, including, inter alia, organisational purposes related to them as well as for the purpose of promoting them. Your Personal Data will be processed by the Controller for the purpose of the performance of a contract to which the data subject is party, (pursuant to Article 6(1)(b) of the GDPR), and in order to enable the Controller to fulfil legal obligations resulting from generally applicable regulations in connection with, inter alia, obligation to settle the contract (pursuant to Article 6 (1) (c) of the GDPR) and for purposes arising from legitimate interests pursued by the Controller or by a third party understood as promotion of the Projects in which you will take part (pursuant to Article 9(2)(a) of the GDPR). Your Personal Data might be also processed pursuant to Article 9(2)(a) of the GDPR, i.e. the data subject has given explicit consent to the processing of those personal data for one or more specified purposes.
- 4. The Controller may disclose and share Personal Data with other entities or natural persons authorized on the basis and within the limits specified by law.
- 5. Your Personal Data shall be received by the following categories of entities:
 - a) providers of technical services (including, for instance, telecommunications, hosting, owners of servers and spaces where data are stored, inter alia Zoom Video Communication Inc., Microsoft) by means of which the controller carries out its activities,
 - b) coordinators of the Project to which you subscribed using the Form,
 - c) entities with which the controller concludes any contracts concerning works containing your image or statements recorded in the context of your participation in the Project,
 - d) entities supervising the controller's activities,
 - e) entities disseminating online content (e.g. on the YouTube channel) and maintaining social media in the internet (e.g. Facebook, Instagram, Twitter) and broadly understood media (the press, television, etc.),

- f) participants of the Project, subscribers to the Newsletter of the Institute and the Organiser,
- g) other entities cooperating with the Controller in the context of the said Projects, including the Institute, entities supervising the Controller's activities, Partners of the Project and entities transferring funds or supporting the Project in other ways (inter alia sponsors and fundraising intermediaries).
- 6. Your Personal Data may be transferred to EU bodies, in particular to the European Commission and the European Research Executive Agency. You can read more about the principles of data processing by the European Commission in the Privacy Statement: <u>https://ec.europa.eu/research/participants/data/support/legal_notice/h2020-sspsgrants-sedia_en.pdf</u>
- 7. Furthermore, pursuant to the agreement(s) between the Controller (and its partners) and the other co-organiser of the Project/partners/entities transferring funds or supporting the Project, your Personal Data may be transferred to the Project's partners for the purpose of organisation, promotion and digitalization of the Project, as well as fulfilling its obligation towards those entities.
- The Controller, using the services offered by Microsoft, intends to transfer personal data 8. 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 processing personal data. More details on this subject when at: https://privacy.microsoft.com/en-us/privacy
- 9. 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, California 94043, USA or Google Ireland Limited ('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. To ensure safety, contracts with Google feature also standard contractual clauses approved by the European Commission. Google gives its assurances that when processing your Personal Data it applies appropriate safeguards all times. More details available at at: https://policies.google.com/privacy?gl=EN&hl=en#enforcement
- 10. Using services offered by Facebook (in compliance with the definition below), the controller intends to transmit your Personal Data to the company Facebook Ireland Ltd., 4 Grand Canal Square, Grand Canal Harbour, Dublin 2 Ireland ('Facebook'), which may process (including transmission and storage) them also outside of the European Economic Area (EEA), including the United States of America and other countries where Facebook or its partners has/have relevant infrastructure. Facebook uses standard contractual clauses approved by the European Commission and its decisions acknowledging an adequate level of data protection with regard to specific countries, in relevant cases, as regards data transmission from the EEA to the United States and other countries. Facebook gives its assurances that when processing your Personal Data it applies appropriate safeguards at all times. More details available at: https://www.facebook.com/privacy/explanation.
- 11. Using services offered by X (in compliance with the definition below), the controller intends to transmit your Personal Data to the company Twitter International Company, One Cumberland Place, Fenian Street, Dublin 2, D02 AX07 Ireland ('X'), which may process (including transmission and storage) them also outside of the European Economic Area (EEA), including the United States of America and other countries where Twitter or its

partners has/have relevant infrastructure. Twitter gives its assurances that when processing your Personal Data it applies appropriate safeguards at all times. More details available at: X Privacy Policy

- 12. The Controller may deliver the Projects using the ZOOM platform provided by the American company 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 ZOOM. 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 is available at: https://zoom.us/privacy
- 13. Your Personal Data shall be processed as of their submission 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.
- 14. You shall have the right to:
 - a) request from the Controller access to your Personal Data (pursuant to Article 15 of the GDPR),
 - b) request from the Controller that your 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 your 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,
 - request from the Controller that the processing of your Personal Data be restricted (pursuant to Article 18 of the GDPR), subject to the exceptions provided for in Article 18(2) of the GDPR,
 - a. object to the processing of your Personal Data in the scope the Personal Data is processed based on art. 6(1) (e) or (f) of the GDPR,
 - b. lodge a complaint with the President of the Office for Personal Data Protection (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 your Personal Data infringes on the provisions of the GDPR.
 - 15. You may send the request referred to in this paragraph to the following email address: iod.enrs@enrs.eu.
 - 16. You shall have 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 your data are processed on the basis of your data processing consent.
 - 17. You do not have the right to request transfer of the Personal Data referred to in Article 20 of the GDPR.
 - 18. T1he submission of your Personal Data shall be voluntary, yet not submitting the mandatory Personal Data shall make it impossible for you to participate in the Projects to which you subscribed using the Form.

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 Projects 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 law.