Rules governing the recruitment of participants for the 2025 edition of the Freedom of Speech Beyond Borders project

In 2025, the international project entitled 'Freedom of Speech Beyond Borders' will be organised and 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,

The project includes an online seminar and two **study visits** for young adults to the cities of Bremen (Germany)/Maisons-Laffitte (France) and Prague (Czech Republic)/ Maisons-Laffitte (France). Prior to the study visits, participants will take part in an online seminar to prepare them for the project theme and workshops on creative writing and interviewing. During the study visits, participants will learn how to work with archival material, conduct interviews with history witnesses, contemporary activists and publishers, and document their findings and conversations in the form of research entries. They will then take part in a workshop on zine making and prepare a collective publication bearing the hallmarks of contemporary samizdat.

These rules, hereinafter the 'Rules', spell out the principles of participant recruitment for the online seminar and study visit in the context of the 'Freedom of Speech Beyond Borders' project delivered between 25 August -10 September 2025.

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 ('Organiser').
- 2. The online seminar shall take place on 25 and 26 August 2025 in form of two separate online sessions. The study visits take place from 1.-10. September 2025. (Both hereinafter the "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 older than 18 and younger than 27 by the day of the end of recruitment (6 May 2025).
 - b) and 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) The knowledge of Czech, Slovak, Polish, German, Hungarian will be positively evaluated in the application's assessment.
- 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 <u>Freedom of Speech Beyond Borders website</u> by 6 May 2025, until precedent sentence shall not be examined.
- 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 to this project only.
- 4. The **Application** must be submitted in English.

ARTICLE 3: RECRUITMENT PROCESS

- 1. The Recruitment for the 2025 edition shall be executed in two stages:
 - a. Stage One shall consist in the evaluation of the **Applications** by the Selection Team. The evaluation is assessed based on the following criteria: motivation, experience and knowledge, foreign languages skills, added value to the group diversity/interdisciplinarity and technical abilities. 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 Microsoft Teams communicator or similar to verify such aspects as the **Candidate's** motivation, their 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 outcome of the Recruitment shall be announced on the website https://enrs.eu/freedom-of-speech, not later than on **9 June 2025.** The **Participants** shall be additionally notified of the Recruitment outcome by an email sent to the address indicated in the **Application**.
- 5. At least 16 **Participants** (and a maximum of 20) 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.
- 6. In contentious matters, the opinion of the Chairman of the Selection Team shall be decisive.
- 7. Should any of the Participants be struck off the list or withdraw from Project participation, the Organiser shall indicate Participants from the reserve list prepared by the Selection Team.
- 8. Decisions of the Selection Team shall be final and not subject to an appeal procedure. The Participants have understood that submitting the Application shall be tantamount to consenting to the provisions of these Rules and acceptance thereof.
- 9. The Participation in the Project shall cover the entire Project, i.e. both the online seminar as the study visit. The **Organiser** does not foresee the **Participants** taking part in one Project part only.
- 10. 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. In the course of the Project, the **Participant** shall be obliged to creatively perform their tasks discussed during the online seminar, visits in archives and interviews, as well as to take active part in creation of an artistic publication during the study visits.
- 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 online seminar, the study visit, 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 Germany, Czech Republic and France;
 - c) to buy tickets for the travel to the place of the study visit and from the place of the study visit back to their place of residence at their own expense and risk. Tickets can be reimbursed according to the regulations mentioned in art. 5.2.

- d) to grant, free of charge, the **Participant's** consent for the **Organiser** and its 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
- e) The **Participants** shall undertake to reach the place of the study visit not later than **1 September 2025 at 16:00 local time.**
- 3. After receiving the contract from the Organiser, the **Participant** shall return the signed copy of the contract by e-mail within 7 days.

ARTICLE 5: FINANCIAL MATTERS

- The Organiser shall cover the costs of the **Participants'** accommodation, catering (breakfast, lunch and dinner), as well as the costs for public transport during the delivery of the Project and costs of entry tickets for cultural visits scheduled in the **Projects** program.
- 2. The Organiser will subsidize one of the **Participant**'s travels: 1) from their place of residence to the place of the study visit **or** 2) from the place of the study visit to their place of residence. If the Participant's desired place of travel is different from their place of residence, the maximum reimbursement equals the rate to which the Participant would be entitled according to the table below for travelling to and from the place of residence. The Organiser informs that it may subsidise travel to the following extent:

*in accordance with the distance calculator available at https://erasmus-plus.ec.europa.eu/resources-and-tools/distance-calculator

The **Participant's** travel costs are subsidized by the **Organizer** under §2 section 2c of the additional **Agreement** only, if the **Participant** undertakes to submit within the deadline specified in the **Agreement**, the documents necessary for the **Organizer** to reimburse to the **Participant's** account the travel costs.

- 3. 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 the Project's delivery.
- 4. 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 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

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, including:
 - 1) Name and surname,
 - 2) E-mail address,
 - 3) Date of birth,
 - 4) Country of origin,
 - 5) Phone number,
 - 6) Home address,
 - 7) Affiliation (University),
 - 8) Education, professional experience,

will be 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**").

- 2. Each Candidate can get in touch with the Controller, by 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 their 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: representatives of the Partners, employees and persons cooperating with the Controller, entities granting funds for realisation of the Project, entities supervising the Controller's activities, 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

- 6. 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
- 7. 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.

- 8. 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.
- 9. Each Candidate shall have the right to:
 - 1) request access to personal data (pursuant to Article 15 of the GDPR),
 - 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,
 - 3) 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,
 - 4) 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,
 - 5) 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),
 - 6) 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,
 - 7) 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.

- 10. Each Candidate has the right to revoke their 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.
- 11. 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. 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.