

# **Rules governing the recruitment of participants for the project 'In Between? - image and memory. Study visit and photography workshop in Wejherowo, Pomerania' in 2019**

In 2019, the international project entitled 'In Between? – image and memory' organised by the European Network Remembrance and Solidarity includes the delivery of **a study visit and a photography workshop** for young persons in the region of Gdańsk Pomerania. The study visit agenda will combine aspects of a creative photography session and a history workshop making use of 'public history' methods, in particular some aspects of the 'oral history' method.

These rules, hereinafter the '**Rules**', spell out the principles of participant recruitment for the workshop and study visit delivered in the context of the 'In Between? – image and memory' project on 24-31 August 2019.

## **ARTICLE 1: GENERAL CONDITIONS OF RECRUITMENT**

1. The Organiser of this Recruitment ('**Recruitment**') shall be the state cultural institution the Institute of the European Network Remembrance and Solidarity with its registered seat in Warsaw, address: ul. Zielna 37, 00-108 Warsaw, entered into the register of cultural institutions kept by the Minister of Culture and National Heritage under the number RIK 90/2015, holding the unique taxpayer ID number NIP: 701 045 62 60, and the statistical number REGON: 360483100 ('**Organiser**').
2. The study visit and the photography workshop shall take place on 24-31 August 2019 and be hereinafter jointly referred to as 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**'), who:
  - a) are younger than **26 years of age on 24 August 2019**;
  - 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 nationals of a European country.
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 Candidate shall apply to be considered in the Recruitment ('**Application**') by electronic mail **by 7<sup>th</sup> July 2019**. The Applications should be sent to the following email address: [recruitment@enrs.eu](mailto:recruitment@enrs.eu)
2. The Application must contain the following parts:
  - a) the Candidate's data (first name and surname, date of birth, place of residence);
  - b) an artistic biography (maximum 1,000 characters including spaces) featuring information about the Candidate's interests, education, exhibitions, publications and awards received;
  - c) a cover letter concerning the Candidate's participation in the Project (max. 1,000 characters including spaces);
  - d) a pdf file with a portfolio (max. 20 photographs with their descriptions / designs) not larger than 5 MB;
  - e) contact data (email address, telephone number).
  - f) The Application must be accompanied by a declaration to ascertain that once qualified for the Project, the Candidate shall enter into an agreement ('**Agreement**') specified in **Article 4(2)**.
3. The Candidate shall be obliged to prepare the Application in English.
4. A single Candidate shall be entitled to submit a single Application only.

## **ARTICLE 3: RECRUITMENT PROCESS**

1. The Project recruitment shall be carried out as follows:
  - a) The Selection Team shall grant a maximum of ten (10) points for the Participant's motivation, his/her interests in arts and history, creative output to date as well as his/her knowledge of English and/or other foreign language declared by the Candidate in the Application and his/her portfolio.
2. 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.
3. The Selection Team shall be composed of the project leader and an arts coach. The Team shall be chaired by a representative of the Organiser.
4. The outcome of the Recruitment shall be announced on the website [www.enrs.eu/inbetween](http://www.enrs.eu/inbetween), not later than on **14 July 2019**. The Participants shall be additionally notified of the Recruitment outcome by an email sent to the address indicated in the Application.
5. At least ten Participants shall be selected from the Project Candidates.
6. 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.
7. Should any of the Participants be struck off the list or withdraw from Project participation, the Organisers shall indicate Participants from the reserve list following the point-based ranking list drafted by the Selection Team.
8. Decisions of the Selection Team shall be final and not subject to an appeal procedure.
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. both the Study Visit and the Workshop. The Organisers do not foresee the Participants taking part in one Project part only.
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. In the course of the Project, the Participant shall be obliged to creatively perform his/her tasks and execute his/her original photographs in the context of Project delivery.
2. The Organiser shall conclude a separate Agreement with each of the Participants, with the following commitments laid out on the part of the Participant:
  - a) the commitment to fully participate in the Project, i.e. in the Workshop and the Study Visit, as well as to conform to the Organiser's recommendations and all safety and security rules over the duration of Project;
  - b) the commitment to use the Participant's photography equipment during the Project
  - c) the commitment to cover the costs of the Participant's insurance against personal accidents and medical treatment costs, for the duration of the Project in the place(s) where it is carried out;
  - d) the commitment to submit, within a deadline set in the Agreement, documents necessary for the Organiser's reimbursement, onto the Participant's bank account, of the incurred travel costs referred to in Article 5(2-4) of the Rules;
  - e) the commitment to grant the Organiser, free of charge and without any temporal or territorial restrictions, a non-exclusive license to use the photographs authored by the Participant created as part of Project delivery referred to under para. 1 above 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 prepare a photography exhibition,

- both in the form of photo printouts and online;
- f) the Participant's commitment to state in descriptions of the photographs created as part of Project delivery publicly shown at exhibitions and in publications as well as other cases of public showings that they have been created in the context of the project 'In Between? - image and memory' organised by the European Network Remembrance and Solidarity;
- g) the commitment to grant, free of charge, the Participant's consent to dissemination of his/her image recorded in the context of Project delivery, with no temporal or territorial restrictions, for the purposes of the organisation and promotion of the Project.

## ARTICLE 5: FINANCIAL MATTERS

1. The Organiser shall undertake to provide the Participant with accommodation and catering (breakfast and dinner) as well as local transport during the delivery of the Project;
2. The Organiser shall cover the costs of the Participant's return transport from his/her place of residence (declared by the Candidate in the application form) to the place of Project delivery (Wejherowo) at the following total amounts:

<b>up to 150 PLN, gross</b> (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 <b>from 10 to 99 km*</b>
<b>up to 400 PLN, gross</b> (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 <b>from 100 to 699 km*</b>
<b>up to 700 PLN, gross</b> (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 <b>from 700 km to 1,199 km*</b>
<b>up to 900 PLN, gross</b> (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 <b>over 1,200 km*</b>

\*in accordance with the distance calculator available at [http://ec.europa.eu/programmes/erasmus-plus/resources\\_en#tab-1-4](http://ec.europa.eu/programmes/erasmus-plus/resources_en#tab-1-4)

1. The Organiser shall cover the costs referred to in paragraph 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 15 working days after the end of the journey**. After that date, the Participant shall be no longer entitled to travel expense reimbursement.
2. The Participants shall undertake to reach the place of the Project delivery not later than **on 25 August 2019 at 10:00 AM. The Organiser will provide accommodation on 24-25 August 2019.**
3. The Organiser shall not cover the costs of bank commissions and fees that may be incurred on the performance of banking transactions.
4. 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.
5. The Participants shall be obliged to insure themselves, at their own expense, against personal accidents and civil liability as well as medical treatment costs, for the entire period of Project

delivery and furnish the Organiser with a copy of the relevant policy confirming the fact before the start of the Project.

## ARTICLE 6: PERSONAL DATA

1. The controller of the personal data of each Candidate who has submitted his/her Application for the Recruitment shall be the state cultural institution Institute of the European Network Remembrance and Solidarity seated in Warsaw at 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 of RIK 90/2015, holding the unique taxpayer ID number NIP: 701 045 62 60, and the statistical number REGON: 360483100 ('Controller'). Each Candidate can get in touch with the Controller using the following email: [ado.enrs@enrs.eu](mailto:ado.enrs@enrs.eu)
2. The personal data of each Candidate who has submitted his/her Application for the Recruitment shall be processed by the Controller pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L No 119, p. 1), hereinafter the 'GDPR', for the purposes of the Recruitment, Project delivery, implementation of these Rules in the remaining scope and direct marketing of the Controller or a third party.
3. Contact data of the data protection officer: [iod@enrs.eu](mailto:iod@enrs.eu)
4. The personal data of each Candidate shall be processed pursuant to Article 6(1)(b) of the GDPR – processing is necessary for the performance of the Agreement to which the data subject is party, which in this case means that the processing of the Candidate's personal data is necessary for the performance of the provisions of these Rules binding for the Candidate. Additionally, the e-mail addresses of the Project Participants shall be processed pursuant to Article 6(1)(f) of the GDPR – processing is necessary for the purposes of the legitimate interests pursued by the Controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject, which in this case means that the Project Participants' personal data shall be processes for the purposes of direct marketing of the Controller or a third party.
5. The personal data of the Candidates shall be received by the following categories of entities: Project partner institutions, insurance companies and tourist agencies cooperating with the Organiser in the context of the Project as well as hotels in the location where the Project is delivered and carriers involved in transporting the Participants in the context of the Project, members of the Selection Team who are not staff members of the Institute.
6. The personal data of the unsuccessful Candidates not recruited for the Project shall be processed as of their submission of the Application until not later than 5 September 2019 (inclusive) – for the purposes of the Recruitment. The personal data of the successful Candidates recruited for the Project shall be processed as of their submission of the Application until not later than 31 December 2019 – for the purposes of Project delivery and matters related to the Project, while for the purposes of direct marketing – until the Candidate has expressed opposition against the processing of his/her data for that purpose.
7. The Candidate shall have the right to request from the Controller to get access to personal data concerning him/her, to have them rectified, erased or their processing restricted as well as the right to data portability.
8. The Candidate whose personal data are processed for the purposes of direct marketing shall also have the right to oppose, at any time, the processing of personal data concerning him/her for the purposes of such marketing, including profiling, insofar as the processing involves direct marketing.
9. The Candidate shall have the right to lodge a complaint with the President of the Office for Personal Data Protection should he/she find that the processing of his/her personal data infringes on the provisions of the GDPR.
10. The submission of the Candidate's personal data shall be voluntary, subject to its being a requirement of these Rules (a contractual term). Failure on the part of the Candidate to submit the

required personal data shall bar them from taking part in the Recruitment, and Candidates' Applications without the required personal data shall not be considered for the purposes of the Recruitment.

#### **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.