**AGREEMENT WITH THE UNIVERSITY

Nr CPiK/......../2021**

Entered in on **enter date** between:

**enter name of company and its address**  *(company name and address)*

NIP: **NIP – tax identification number**, REGON: **REGON – company ID number**,

Further referred to as the ‘Company’,

Represented by:

**enter representative’s name and surname, position,**

and

Ms/Mr. **enter name and surname**,

Residing at **enter complete address**.

A student at Poznan University of Technology, holder of student card number **enter card number**,

further referred to as the ‘Student’,

and

**Poznan University of Technology with main office at Plac Marii Skłodowskiej-Curie, 60-965 Poznan,** further referred to as the ‘University’, represented by Professor Dr hab. Inż. Jan Żurek, Vice-Rector for cooperation with business, the following agreement has been contracted:

**§ 1.**

The University sends Student – Mr./Ms: **enter name and surname**

A student at the Faculty of **enter name of faculty**

Field of study: enter name of field of study

Semester **enter semester**

To a student internship at **enter company name and address**

**§ 2**.

1. The trainee will gain experience and master practical skills according to the plan of the internship attached as Annex 1 to this agreement.
2. Duration of the internship is determined to last from **enter date** to **enter date** to the amount of

 **enter number of hours** per week.

1. The implementation of the internship should proceed in accordance with a plan drawn up by the supervisor and approved by the University.

**§ 3**.

The internship may proceed with or without pay. The monthly pay may not exceed twice the minimum wage as established by the Act of October 22, 2002 on minimum remuneration (Journal of Laws Nr 200 item 1679 with further amendments). Paid internship will be governed by separate agreements.

**§ 4**.

Prior to starting the internship the student is obliged to:

1. submit a document certifying his/her student status,
2. submit a proof of accident insurance.

 **§ 5**.

The Company is obliged to:

1. nominate a person to supervise the implementation of the internship, further referred to as the ‘Supervisor’:

name and surname: **enter name and surname**

position: **enter position**

department: **enter department**

e-mail address: **enter e-mail address**

phone**: enter phone number**

1. provide a suitable place for the internship that complies with the internship brief,
2. familiarize the student prior to the internship with the company regulations for work, health and safety as well as confidentiality,
3. issue an opinion about the intern.

**§ 6**.

The University is obliged to provide didactic supervision over the internship.

**§ 7**.

During the internship the student is obliged in particular to:

1. carry out the tasks listed in the internship brief as well as the Supervisor’s instructions,
2. abide by the working time set by the Company,
3. carry out the tasks listed in the internship brief with due care and diligence and to follow the Supervisor’s instructions unless they are against the law,
4. abide by the regulations and rules for Company employees, in particular work regulations, health and safety regulations, fire protection regulations, confidentiality regulations,
5. comply with generally accepted standards of good conduct,

6. not to take out documents or their copies from the premises of the Company and not to process them without manager’s consent.

**§ 8**.

The Company may refuse the Student to continue the internship in the cases of:

1. unexcused absence during the internship,
2. reporting for internship under the influence of alcohol, drugs or psychotropic substances,
3. consumption of alcohol or other abusive substances at the workplace,
4. violating basic obligations set out in the Company regulations,
5. activities to the detriment of the Company.

**§ 9**.

The Student and the Company declare that they have been informed that:

1. The Administrator of personal data is Poznan University of Technology, pl. Marii Skłodowskiej-Curie 5, 60-965 Poznan, telephone number. + 48 61 665 3639, e-mail: biuro.rektora@put.poznan.pl.
2. the personal data protection inspector is Piotr Otomański, contact data: iod@put.poznan.pl.
3. providing personal data by the Student and the Company is necessary to conclude and implement this agreement.
4. personal data will be processed pursuant to Article 6, section 1 item b of RODO (General Data Protection Regulation).
5. transfer of personal data is voluntary – the Student and the Company are not obliged to give them - but failure to do so prevents the conclusion and implementation of this Agreement.
6. Personal data of the Student and of the Company will be kept for a period of time necessary for the proper execution of the Agreement, and after its conclusion for a period required by the obligations imposed on the Administrator by law including the provisions on civil liability for due performance of the agreement by the parties thereof.
7. Both the Student and the Company have the right to access their personal data, to rectify them to delete them or to limit their processing.
8. The Student and the Company have no right to object to further processing since the right to objection is granted when processing personal data pursuant to Article 6 section 1 item e of RODO. Student and Company do not have the right to transfer data since no automated decisions are made on the basis of data kept.
9. Both Student and Company have a right to lodge a complaint to the President of the Office for Personal Data Protection.
10. Personal data of Student and Company will not be processed in an automated way, including in the form of profiling.

**§ 10.**

1. The University entrusts the Company with personal data for processing in accordance with the principles and objectives defined in this Agreement pursuant to Article 28 of the *Regulation of the EU Parliament and Council of Europe 2016/679 of April 27, 2016 on protection of natural persons in relation to personal data processing and in relation to free flow of such data, and waiver of directive 95/46/WE* (further referred to as the ‘Regulation’).
2. The University declares that it is the administrator of the data with which it entrusts the Company for processing.
3. The personal data given by the University will be processed by the Company in order to organize and implement the internships.
4. The Company is obliged to process the personal data entrusted in compliance with this Agreement, the regulation and any other provisions of law universally in force that protect the rights of relevant persons.
5. The Company declares that it applies security measures that comply with the requirements of the Regulation.
6. The Company declares that it processes personal data exclusively at a documented request from the University - which also refers to transfer of personal data to a third country or international organization – unless such a requirement is imposed on it by the EU law or the law of a member country the Company must abide by; then prior to commencing the internship the Company is obliged to inform the University of such legal obligations unless law does not forbid providing such information to protect public interest.
7. Personal data concern the following categories of individuals: students, student supervisors.
8. The Company will process personal data entrusted under this Agreement in the following scope: name, surname, address, faculty, field of study, semester of study, number of student ID card, e-mail address, phone number.
9. The University declares that the nature of personal data entrusted under this Agreement does not include specific categories of personal data referred to in Article 9 section 1 of the Regulation.
10. Personal data entrusted by the University will be processed by the Company exclusively for the purposes of the implementation of this Agreement.
11. Personal data will be processed by the Company for the period necessary to settle this Agreement.
12. The Company agrees, when processing personal data entrusted, to protect them by applying appropriate technical and organizational measures to ensure adequate security level corresponding to risks associated with personal data processing referred to in Article 32 of the Regulation.
13. The Company agrees to exercise due diligence in processing personal data entrusted.
14. The Company undertakes to duly authorize all personnel who will process personal data in order to implement this Agreement.
15. The Company undertakes to ensure confidentiality (referred to in Article 28 section 3 item b of the Regulation) of the data processed by individuals authorized to process them for the purposes of this Agreement, both while they are in employ in this company and afterwards.
16. In light of the character of processing the Company assists the University, whenever possible, by means of adequate technical and organizational measures in meeting the obligation of addressing the requests of relevant individuals in the scope of his/her rights as defined in Chapter III of the Regulation.
17. The Company, taking into account the character of data processing and information available, assists the university in exercising the obligations mentioned in Articles 32-36 of the Regulation.
18. Upon completion of processing services and according to the decision of the University the Company erases or returns all personal data and erases all their existing copies unless the EU law or law of member states requires storage of personal data.
19. If any breach of personal data protection is identified by the Company it must report it to the University without delay, i.e. within 24 hours. The Company undertakes to document all circumstances and collect all evidence that may assist the university in clarifying the details of such breach including its character, scale, effects, time of the event, persons responsible and persons affected.
20. In accordance with Article 28 section 3 item h of the Regulation the University has the right to check whether the measures used by the Company in processing and storing personal data entrusted comply with the provisions of this Agreement.
21. The Company undertakes to rectify any shortcomings found in the inspection by the deadline determined by the University not longer than 7 days.
22. The Company provides the University with all information indispensable to demonstrate the compliance with the obligations listed in Article 28 of the Regulation.
23. The Company enables the University or an auditor authorized by the University to carry out audits including inspections and contributes to them.
24. In view of the obligation defined in section 20 the Company will immediately inform the University if in its opinion the instruction given to it breaches the Regulation or any other provisions of EU law or law of member states on personal data protection.
25. The Company may entrust personal data covered by this Agreement to a third party for further processing only for the purposes of implementing the Agreement upon obtaining prior written consent of the University.
26. Any subcontractor must meet the same guarantees and obligations as those imposed on the Company in this Agreement.
27. The subcontractor must provide sufficient guarantees to implement adequate technical and organizational measures to ensure that the processing complies with the requirements of the Regulation.
28. The Company will remain fully liable to the University for failure to fulfill the obligations of data protection imposed on the subcontractor.
29. The Company undertakes to demonstrate at each request from the University and not later than within 7 days from the date of its receipt that the requirements of the Regulation have been met by the Company.
30. Entrusting personal data is valid for the duration of this Agreement.
31. The Company is liable for sharing or using personal data against provisions of this Agreement, in particular for sharing personal data for processing with unauthorized persons.
32. The Company is fully liable for any damage arising from failure to perform or improper performance of the provisions of this Agreement and for any breach to the provisions of the Regulation with reference to the data entrusted to it by the University in this Agreement.
33. The University may terminate this Agreement with immediate effect when the Company:
34. has not rectified any shortcomings identified in an inspection in a set time period despite obligation to do so;
35. processes personal data in a manner that does not comply with the provisions of this Agreement;
36. entrusts personal data processing to another entity without University’s consent.

**§ 11**.

1. This Agreement has been made in four identical copies, of which one goes to the Company, two go to the University and one goes to the Student.
2. In matters not covered by this Agreement generally applicable laws and Company regulations will apply.

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 University seal and signature(s) of seal of Company and signature(s)

University representative(s) of Company Representative(s)

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Student's signature