

AGREEMENT ON THE ORGANISATION OF A VOCATIONAL SKILLS COURSE FOR FOREIGNERS

Agreement concluded on..... in....., between the Łódzkie Region, located in, hereinafter referred to as the “Project implementer”, represented by..... (*name, last name and the position of the person representing the Course Organiser*), (*name of the establishment*), hereinafter referred to as the “Course Organiser”

and
Ms/Mr

.....
(Participant’s name and last name)

.....
(PESEL or passport number of the Participant)

.....
(Participant’s address of residence)

.....
(Participant’s email address and mobile phone number)

hereinafter referred to as “Participant”,
which reads as follows:

§ 1. General principles

1. The agreement lays down the conditions for the organisation of vocational skills courses for foreign nationals provided by the Course Organiser.
2. The Agreement introduces the following definitions:
 - a) Project Implementer - Województwo Łódzkie [Łódzkie Region], represented by the Board of the Łódzkie Region.
 - b) Course Organiser - (*name and address of the Łódzkie Region educational establishment*);
 - c) Participant - person accepted to take part in a vocational skills course for foreign nationals;
 - d) Course - vocational skills classes provided by the Course Organiser in the specialisation referred to in paragraph 4 in accordance with the Programme and the Schedule available in the Secretariat of the Course Organiser; intended for foreign nationals, the courses take place at the location of the Course Organiser.
 - e) Website - a website of the Course Organiser, available at: ...
 - f) Agreement - this document.
3. The Participant declares that they have taken note of the Terms and Conditions of Vocational Courses for Foreigners.
4. The participant declares to take part in a vocational skills course for foreign nationals in the following specialisation:

.....

- Teaching hours, up to 30 teaching hours per week, daily, stationary or part-time.*
5. The Course will be conducted in accordance with the Programme and the Schedule available at the secretariat, located at the premises of the Course Organiser and/or on the Course Organiser’s website.

.....
*delete as appropriate

6. As part of the course, the Course Organiser provides the Participants with: teaching resources, lunch breaks, accident insurance, cleaning equipment and, if necessary, personal protective equipment and - on request - partial funding for transport in the following form:
.....
.....**
7. The Course Organiser has the right to cancel the courses for reasons beyond their control.

§ 2. Financing

1. The course is financed by the Labour Fund reserve, which is administered by the Minister of Family and Social Policy.
2. The Participant does not pay any fees for the Course.
3. The fact that the Participant has been accepted for the course is confirmed by:

(a) information received by email address stated in the application form, confirming that the Participant has been accepted for the course

and/or

(b) a signed Agreement on the Organisation of a Vocational Skills Course for Foreigners

§ 3. Organisation of activities

1. Course Organiser organises vocational skills courses for foreign nationals in places and the dates indicated on the Website and in the Schedule.
2. At the end of the course, a Participant who has attended at least 80 % of the classes will receive a Certificate of Completion of Vocational Skills Course for Foreigners.
3. Attendance at courses, receipt of documents and equivalents referred to in Section 3 point. 7 of the Terms and Conditions of a Vocational Skills Course for Foreigners shall be confirmed by a Participant with a hand signature.
4. In specific situations, the Course Organiser reserves the possibility of changing the place and timing of the courses, of which the Participant will be informed.
5. The Course Organiser shall ensure that the activities are carried out in accordance with health and safety rules. Before the beginning of the activities, the Participants will be familiarised with the applicable rules.

§ 4. Responsibility of the Course Organiser

1. The Course Organiser shall be liable only for damage caused to Participants through fault of the Course Organiser. This responsibility is limited to the duration of the Vocational Skills Courses.
2. The Course Organiser is not liable for property lost during courses, therefore the possession of valuable items by the Participants is only under the Participants' responsibility.
3. The Participant shall be liable for damage caused through their own fault, to the Course Organiser, another Participant or a third party.
4. The Course Organiser is not liable for inconvenience resulting from causes beyond their control, i.e. weather conditions, state decisions, strikes and other forces.

§ 5. Duration of the Agreement

1. The Agreement shall be concluded between The Łódzkie Region and the Participant for the duration of the course referred to in Section 1(1). point 2(d).
2. The Participant's failure to sign the agreement is tantamount to their withdrawal from the course.

** cash, bank transfer, public transport tickets, etc.

§ 6. Protection of personal data

Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th 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 (hereinafter "GDPR"):

1. The personal data Controller is the Board of the Łódzkie Region with its registered office in Łódź 90-051, al. Piłsudskiego 8, who is the Implementer of the project entitled „Together We Can Do More - First Edition of the 2022-2023 Activation Programme for Foreigners”.
2. The Controller has appointed a Data Protection Officer who can be contacted by writing to the Administrator’s registered office or e-mail address: iod@lodzkie.pl
3. Personal data will be processed for the purpose of performing a task in the public interest, i.e. professional activation and implementation of the agreement concluded between the Fund Administrator and the Implementer, i.e. completion of the course, recruitment of Participants, control, reporting, statistics, evaluation of the project, on the basis of:
 - Article 6, par. (1)(e) GDPR in conjunction with the Law of 20th April 2004 on the promotion of employment and labour market institutions;
 - Article 6, par. (1)(b) GDPR, i.e. for the purpose of concluding and implementing an agreement.
4. The recipients/categories of recipients of personal data collected in the programme will be:
 -
 - *(Course Organiser's stamp)*
 - Ministry of Family and Social Policy,
 - Banks supporting the budget of educational establishments subordinate to the Łódzkie Region,
 - providers of IT systems and services,
 - persons entitled to receive data on a legal basis,
 - postal and courier operators delivering correspondence,
 - a person requesting public information or public sector information for re-use only to the extent and subject matter to which the obligation to provide such information is provided for by the applicable law.
5. The data will be kept for a period of 5 years from the beginning of the year following the end of the project.
6. Persons whose data will be processed in the programme have the right to request access their personal data, the right to rectification and erasure or restriction of processing if the grounds listed in Articles 17 and 18 of the GDPR apply.
7. Persons whose data will be processed in the programme have the right to object to the processing of personal data concerning the data processed on the basis of Article 6, par. (1)(e) GDPR.
8. Persons whose data will be processed in the programme have the right to lodge a complaint with the President of the Personal Data Protection Office if they consider that the processing infringes the GDPR.
9. The provision of data is voluntary, but necessary for the conclusion and performance of the agreement. Failure to provide data will make it impossible to conclude and implement an agreement for the organisation of a vocational training course for foreign nationals under the „Together We Can Do More - First Edition of the 2022-2023 Activation Programme for Foreigners”.

§ 7. Final provisions

1. The Participant has the right to lodge a complaint. The complaint should be made in writing up to 14 calendar days after completion of the course in the secretariat of the Course Organiser. The Course Organiser must reply to the complaint within 14 calendar days after receiving the complaint.
2. In cases not regulated, the provisions of Kodeks Cywilny [*Civil Code*] will apply.
3. In the event of a dispute, the parties will attempt to resolve the dispute amicably, otherwise the case will be heard by the court competent for the Course Organiser.

4. The Agreement has been drawn up in three identical copies, one for Participant, one for the Course Organiser and one for the Project Implementer.

.....
Legible signature of the Participant

.....
Signature and stamp of the person authorised to represent
Województwo Łódzkie [*the Łódzkie Region*]