Agreement

(commercial companies and partnerships: *sp. z o.o., sp. akcyjne, sp. jawne, sp. partnerskie, sp. komandytowe*)

on internships for students of the Maritime University of Szczecin concluded on ..…………… by and between:

**The Maritime University of Szczecin,** with its seat in Szczecin, ul. Wały Chrobrego 1/2, 70-500 Szczecin, NIP [tax id.no.]: 851-000-63-88, REGON [stat. no.]: 0001451129, PKD [Polish classification of activities]: 85.42B, hereinafter referred to as the University, represented by

the Vice-Rector for Maritime Affairs, PhD. Eng. Captain Arkadiusz Tomczak, Professor of the MUS

and

 (name and type of company or partnership)

 (company or partnership address)

registered under KRS [National Court Register] number: ………………….…………… NIP [tax id.no.]:……………………………………, REGON [stat. no.]: …………………….……..., hereinafter referred to as the Enterprise, represented by:

§1

1. The subject of this Agreement between the parties is the completion of a curricular internship by a student of the faculty of

1. Student's individual curricular onshore internship

 (name)

will take place …………………………………………up to 40 hours per week.

 (from - to)

1. The internship programme developed by the University is attached as Enclosure 1 to this Agreement.
2. The course of the internship will be recorded in the Curricular Internship Log developed by the University, issued to the student and approved by the Enterprise.

§2

The Enterprise undertakes to

1. ensure adequate conditions for the completion of the internship in accordance with the internship programme;
2. familiarise the student with the regulations on health and safety at work;
3. take all necessary measures to ensure safe and hygienic conditions for the student's internship on the premises of the Enterprise’s establishment or in places designated by the Enterprise, in particular to provide the student with information about hazards and occupational risks, safety procedures and instructions applied in the establishment, and ways of behaving in case of an accident or breakdown;
4. carry out general and job-related instruction for the student, in accordance with the provisions of the Regulation of 27 July 2004 of the Minister of Economy and Labor on training in the field of occupational health and safety, prior to allowing the student to commence the internship;
5. enable the University academic supervisors to supervise and audit the internship;
6. prepare post-accident documentation if the student suffers an accident
in the Enterprise in connection with the internship;
7. assign the necessary work clothes to the student for the duration of work during which the student's own clothes may be damaged or significantly soiled, as well as assign the necessary personal protective equipment if justified by the environment and the conditions of the internship.

§3

The University undertakes to:

1. prepare the student theoretically for the internship;
2. exercise academic supervision, control and appraisal of this internship;
3. ensure that the student is insured against accidents during the internship;[[1]](#endnote-1)

§4

The student is obliged to purchase working clothes and shoes on their own. If the student does not have suitable clothing, the Enterprise has the right to bar him/her from the internship. The above does not exclude the obligation referred to in § 2(7).

§5

1. As a personal data controller, the University entrusts to the Enterprise the processing of personal data under the terms and conditions laid down in this paragraph.
2. The University entrusts to the Enterprise the processing of personal data solely for the purpose of providing the internship.
3. The scope of personal data entrusted to the Enterprise for processing is the data of the students undertaking the internship: name and surname, year and field of study.
4. Entrusting the processing of personal data shall take place for the duration of the performance of the obligations arising from the Agreement.
5. The Enterprise may not entrust to any third parties personal data entrusted to it without prior written consent of the University.
6. Immediately after the expiry of the Agreement, the Enterprise is obliged to delete any personal data entrusted to it and to delete any existing copies thereof, unless applicable law requires the storage of such personal data.
7. When processing personal data, the Enterprise undertakes to comply with the provisions of the Personal Data Protection Act of 10.05.2018, hereinafter referred to as the "Act", Regulation 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, hereinafter referred to as the "GDPR", and the provisions of generally applicable law on the protection of personal data.
8. When processing personal data, the Enterprise undertakes to secure it by applying appropriate technical and organisational measures to ensure an adequate level of security corresponding to the risks associated with the processing of personal data referred to in Article 32 of the GDPR.
9. The Enterprise shall assist the University in meeting its obligations under Articles 32 to 36 of the GDPR.
10. The Enterprise shall assist the University in fulfilling its obligation to respond to the data subject's requests in the exercise of his/her rights as defined in Chapter III of the GDPR.
11. The Enterprise shall be liable, both to third parties and to the University, for damages resulting from failure to comply with the Act, the GDPR, the provisions of generally applicable law on personal data protection and for the processing of entrusted personal data contrary to the Agreement.
12. The Enterprise is obliged to take all steps to keep confidential the personal data processed by the persons authorized to the processing of personal data and the manner of securing it, also after the legal relationship between the person authorized to process personal data and the Enterprise ceases.
13. The Enterprise, without undue delay, not later than within 24 hours after it has found a breach of personal data confidentiality, its misuse, or a breach of protection obligations related to the processing of personal data entrusted for processing, shall report to the University any breach of personal data protection, pursuant to Article 33(3) of the GDPR.
14. The Enterprise will enable the University or entities authorized by it, in the places where the entrusted personal data are processed, to audit the compliance of the processing of the entrusted personal data with the Act, the GDPR, generally applicable laws on personal data protection and the Agreement. The notification of the intention to carry out an inspection will be given to the Enterprise at least 5 working days before the commencement of the inspection.

§6

Any disputes that may arise from the performance of the Agreement will be settled amicably
(however, this provision does not constitute an arbitration clause), and if this is not possible, they will be settled by a common court competent for the University's seat.

§7

Any matters not covered by this Agreement shall be governed by the provisions of Polish law.

§8

Any amendments to this Agreement shall be made in writing under pain of nullity.

§9

The Agreement is made in two counterparts.

§10

The Agreement shall enter into force on the date of signature.

Enclosures:

1. Internship programme

…………………………… .. ………………………………

The University The Enterprise

1. The University shall insure the student against accidents for the duration of the curricular internship resulting from the study programme. Students of part-time studies, students undergoing additional extracurricular internship and students undergoing internship abroad, shall insure themselves against the consequences of accidents on their own and at their own expense. They are also obliged to present to the University a document confirming the insurance for the duration of the student internship. [↑](#endnote-ref-1)