

## ARRANGEMENTS FOR THE CO-MANAGEMENT OF PERSONAL DATA

concluded on ~~5.3.2024~~ 5.3.2024, Warsaw, Poland (hereinafter referred to as "Arrangements"),

between:

**Habitat for Humanity Poland Foundation** with its registered office in Warsaw, Ul. Kozia 3/5 lok. 8, 00-070 Warsaw, entered in the Register of associations, other social and professional organizations, foundations and independent public health care institutions of the National Court Register under the KRS number 0000143344

represented at the conclusion of the Agreement by: **Mateusz Zawada, Member of the Management Board,**

(hereinafter referred to as **Habitat Poland**)

and

**Nadacia Habitat for Humanity International**, Mlynské nivy 5, 821 09 Bratislava, Slovakia

represented at the conclusion of the Agreement by: **Richard Hathaway, Vice President, Europe, and the Middle East, Habitat for Humanity International,**

(hereinafter referred to as **Habitat EME**)

collectively referred to as **the Parties**, and each individually as **a Party**

### Preamble

The Parties to the Co-Administrators Arrangement are members of an international network of Habitat for Humanity International founded in the United States, whose main goal is to improve the housing situation of people living in difficult conditions. As part of their activities and cooperation, the Parties shall jointly organize the event " Europe Housing Forum 2024/F0orum Mieszkanowe 2024".

The Parties, by means of this arrangement, agree on the purposes and means of processing of personal data and the respective scopes of their responsibilities regarding the fulfillment of their obligations under 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 the repeal of Directive 95/46/EC (hereinafter "RODO"), for the purposes of presenting them to those participating in the above-described event organized by the Parties.

## **§ 1**

### **Definitions**

**Personal Data** - means information about an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular on the basis of an identifier such as a name, an identification number, location data, an online identifier, or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person.

**Event Participants** - individuals who register to participate in the "Europe Housing Forum 2024/Forum Mieszkaniowe 2024" event.

**RODO** - Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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)

## **§ 2**

### **Objectives of the Arrangement**

1. To jointly determine the purposes and methods of processing of personal data of Event Participants.
2. To determine the responsibilities regarding the fulfillment of obligations under the RODO.

## **§ 3**

### **Personal Data processing activities**

1. Personal data of Event Participants - persons registered to participate in the event including name and surname, e-mail address, name of the organization/company are processed on the basis of separately granted consent to the extent and purpose specified in the content of the consent and for the time until the withdrawal of consent (basis of Article 6.1.a. RODO).

## **§ 4**

### **Exercising the rights of Event Participants**

1. In order to enable Event Participants to exercise their rights granted by the provisions of RODO, an email address is activated: [rodo@habitat.pl](mailto:rodo@habitat.pl).

## **§ 5**

### **Responsibility of the Parties for the implementation of their obligations under RODO and personal data processing activities**

1. Habitat Poland shall be responsible for:

- a) determining the manner in which personal data is collected in accordance with the principle of purposefulness, minimization and accuracy of data, and determining the periods of data storage
- b) obtaining consents from Event Participants for the processing of personal data,
- c) compliance with the RODO of the content of communications and information regarding the processing of personal data of Event Participants,
- d) Proper operation of the IT systems in which personal data of Event Participants are processed,
- e) Contacting the Event Participants,
- f) Deleting or anonymizing the data of Event Participants,
- g) Receiving and handling notifications/requests/inquiries from Event Participants in the exercise of their rights granted by the provisions of the RODO,
- h) reporting data protection violations in terms of Article 33 of the RODO and notifying Event Participants of the violation, if necessary pursuant to Article 34 of the RODO,
- i) verification of processors with respect to their compliance with the provisions of the RODO and conclusion of entrustment agreements with processors to whom the data of Event Participants is entrusted
- (j) to carry out the obligation to take data protection into account during the design phase , in the event that the process of obtaining Event Participants' data is modified, and to apply default data protection,
- k) the execution of the impact assessment for the operations of collecting and using the data of Event Participants, as well as the prior consultation with the supervisory authority.

2. Each party separately shall be responsible for:

- (a) notifying each other promptly of violations that may result in the need to notify the supervisory authority,
- b) implementation of the obligation to notify recipients of the Event Participants' Personal Data of the rectification or deletion of data or restriction of processing notified by the Event Participants,
- c) implementation of technical and organizational measures necessary to ensure data security and, if necessary, perform reviews and updates of these measures,
- d) authorize the persons who will be allowed to process the personal data of the Event Participants, as well as the obligation of the aforementioned persons to maintain the secrecy of the personal data to which they have access.

**§ 6**

**Damages and administrative penalties**

1. In the event that an Event Participant suffers property damage or non-property damage as a result of a violation of the provisions of RODO by the Parties, they shall be jointly and severally liable for the entire damage.
2. In the event that one of the Parties pays compensation for the entire damage caused, it shall have the right to claim from the other Party or from the processors who participated in the same processing to reimburse the portion of the compensation corresponding to the portion of the damage for which they are responsible.
3. In the event that either Party violates the provisions of the RODO, other generally applicable laws or the provisions of the Agreement, resulting in any judgment against both Parties or the other Party in which the supervisory authority exercises any of the remedial powers indicated in Article 58(2) of the RODO, that Party shall pay the other Party for the costs incurred therefrom.

**§ 7**

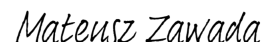
**Final provisions**

1. The Arrangements shall enter into force on the date of their signature by the Parties.
2. In matters not regulated by the Arrangement, the generally applicable provisions of law shall apply.
3. Any amendments or additions to the Arrangement shall be in writing under pain of nullity, unless the Arrangement provides otherwise.
4. The Arrangement has been prepared in Polish and English, and each language version in duplicate, one for each Party.



Richard Hathaway

**Nadacia Habitat for Humanity International**



**Habitat for Humanity Poland**