**REGULATION REGARDING PERSONAL DATA FOR AGREEMENTS WITH:**

**- EU AND EEA COUNTRIES**

**-WITH COUNTRIES OUTSIDE THE EU FOR WHICH THE EUROPEAN COMMISSION HAS ISSUED A DECISION ON SECURE DATA PROCESSING**

§ PERSONAL DATA PROTECTION

1. The Parties undertake to comply with the provisions on personal data protection, in particular 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 hereinafter referred to as GDPR).
2. The parties undertake to safeguard and keep confidential - both during and after the termination of the agreement - the personal data to which they gain access in connection with the performance of the agreement.
3. The Parties undertake to protect data against unauthorised or unlawful processing and against accidental loss, destruction or damage, by means of appropriate technical or organisational measures.
4. The Medical University of Bialystok will only provide such data as is necessary for the performance of the agreement.
5. Information about the processing by the Medical University of Bialystok of personal data of the Party to the Agreement, persons representing the Party to the Agreement and persons involved in the performance of the agreement, in accordance with Article 13 or 14 of the GDPR, can be found on the website of the Medical University of Bialystok www.umb.edu.pl/rodo. The Party to the Agreement undertakes to provide information to all persons whose personal data it provides to the Medical University of Bialystok.

**AVAILABLE OPTIONS:**

**OPTION 1 - WITHOUT PERSONAL DATA**

5. There will be no transfer of personal data as part of the performance of the agreement, other than the data referred to in paragraph 4 of this section.

6. 6. the performance of the agreement will include the transfer of ................................

7. A model agreement for the transfer of biological material is attached as Appendix no. ............. to this agreement.

**OPTION 2 - DISCLOSURE OF PERSONAL DATA**

5. (5) The performance of the agreement will require the transfer of personal data between the contracting parties, other than the data referred to in paragraph 4 of this section.

6. As a result of the execution of this agreement, personal data will be made available by the Medical University of Bialystok to the Recipient, who by law will become their controller within the meaning of Article 4(7) of the GDPR.

**OPTION 3 - ENTRUSTMENT OF PERSONAL DATA**

5. The performance of the agreement will require the transfer of personal data between the contracting parties, other than the data referred to in paragraph 4 of this section.

6. The implementation of this agreement will result in the entrustment by the Medical University of Bialystok of the processing of personal data to the Recipient.

7. 7 In implementing their obligations under the GDPR, the parties to the agreement will enter into an agreement for the entrustment of the processing of personal data.

8. 8. a model agreement on entrusting the processing of personal data constitutes attachment No. ..... to this Agreement.

**OPTION 4 - JOINT MANAGEMENT OF PERSONAL DATA**

5. The performance of the agreement will require the transfer of personal data between the contracting parties, other than the data referred to in paragraph 4 of this section.

6. 6 As a result of the implementation of this Agreement, the parties will jointly administer personal data and become Co-Data Controllers within the meaning of Article 26(1) of the GDPR.

7. The Parties to the Agreement, within the framework of joint arrangements referred to in Article 26(1), shall regulate issues concerning the processing of personal data, including the determination of their respective responsibilities for the performance of their obligations under the GDPR, and conclude an agreement on the co-management of personal data.

8. 8. a model agreement on personal data co-management is enclosed as Attachment No. ..... to this Agreement.