

Rules governing the recruitment of participants for the 2018 edition of the “Sound in the Silence” project

“Sound in the Silence” is an interdisciplinary project delivered by the European Network Remembrance and Solidarity in cooperation with the Die MOTTE association (with its registered seat in Hamburg) and its goal is historical education of young persons. The Project comprises history lessons and arts workshops during which the adolescents, split into groups, work together to prepare a final performance.

Young persons are encouraged to look for new methods of dealing with history, based - on the one hand - on individual engagement and - on the other - on dialogue and cooperation with others. At the same time, they can develop their intercultural competences and shape the attitude of openness and ability to process historical and social phenomena in a creative manner. Becoming familiar with the past by means of arts as well as expressing it through emotions facilitates youth’s understanding of history and the world around them.

These rules, hereinafter the “**Rules**”, spell out the principles governing the recruitment of teams, each comprising students and a teacher, representing upper secondary schools from one of the Member States of the European Union.

Article 1: GENERAL CONDITIONS OF RECRUITMENT

1. The Organiser of this Recruitment (“**Recruitment**”) shall be the Institute of the European Network Remembrance and Solidarity with its registered seat in Warsaw (“**Organiser**”) in cooperation with Die MOTTE, Verein für stadtteilbezogene Kultur und Sozialarbeit e.V. (eng. Community & Cultural Center for Ottensen District) (“**Partner**”).
2. The goal of the Recruitment is the selection of four Guardians (“**Guardian**”) of seven-person student teams (“**Students**”), for the sixth edition of the project (“**Project**”).
3. The Project shall be delivered in Warsaw, Poland between 23.09.2018 and 02.10.2018.
4. The Recruitment shall be open exclusively to **adults** (“**Candidate**”), who:
 - a. at the time of Application submission and until Project completion are teachers at upper secondary schools in the Member States of the European Union (“**School**”).
 - b. show a knowledge of English of at least the B2 level (in accordance with the Common European Framework of Reference for Languages of the Council of Europe).
 - c. are citizens of EU Member States.
 - d. are able to undertake care of the Students, selected by the Candidates from amongst the students of the schools where they teach.
5. The Guardian and Students shall be jointly referred to as the Participants.
6. The age of majority shall be ascertained under the law of the country of which the Candidate is citizen.
7. The Recruitment shall not be open to the Organiser’s employees and their families as well as persons actively involved in the organisation of the Recruitment or the Project.

Article 2: FORMAL APPLICATION REQUIREMENTS

1. The Candidate shall apply to be considered in the Recruitment (“**Application**”) by means of an electronic form available on the “Sound in the Silence” webpage <http://soundinthesilence.enrs.eu/>, by 06.05.2018.
2. The **Application** shall include a correctly completed Project application form accompanied by relevant declarations to ascertain that once qualified for the Project, the Candidate shall conclude the agreement specified in Article 4(4) of these Rules.
3. The **Candidate** shall be obliged to produce the **Application** in English.
4. A single **Candidate** shall be entitled to submit a single **Application**.
5. **Applications** submitted after the deadline set in paragraph 1 shall not be examined.

Article 3: RECRUITMENT PROCESS

1. The Project Recruitment shall be a single-stage process, during which the Application shall be subject to evaluation by the Selection Team.
2. The Selection Team shall comprise: the Organiser’s representative and the Partner’s representative. The Selection Team shall be chaired by a representative of the Organiser (European Network Remembrance and Solidarity).
3. The Organisers shall reject Applications which:
 - a) contradict the Rules;
 - b) violate social mores, in particular those offensive, vulgar, obscene, falsifying the historical truth, etc;
 - c) violate legislation in force, in particular copyright and derivative rights or the right of publicity;
4. The Selection Team shall assess the Applications submitted in the Recruitment process. The Selection Team shall assess the following aspects on the basis of the following criteria:

Criterion	Weight	Number of points				
		0	1	2	3	4
Experience	2					
Motivation	4					
Team Selection	3					

Students' motivation	3					
Foreign languages of teacher	2					
Foreign languages of students	2					
Maximum:					56 points	

5. The outcome of the Recruitment shall be announced on the website <http://soundinthesilence.enrs.eu/>, not later than on 21.05.2018. The Participants shall be additionally notified of the Recruitment outcome by an email sent to the address indicated in the Application.
6. At least four Guardians shall be selected from the Project Candidates who will be obliged to set up seven-person Student teams.
7. In contentious matters, in particular the equal number of points awarded to more than one Candidate, the opinion of the Chairman of the Selection Team shall be decisive.
8. Should any of the Participants be struck off the list or withdraw from Project participation, the Organisers shall indicate further Participants from the reserve list following the point award system set up by the Selection Team.
9. The Participants have understood that submitting the Application shall be tantamount to consenting to the provisions of these Rules and acceptance thereof.
10. The Participation in the Project shall cover the entire Project, i.e. the participation of the Candidate and seven Students selected by him/her in all the activities planned by the Organiser as part of Project delivery between 23.09.2018 and 02.10.2018. The Organisers do not foresee any partial participation of the Participants in the Project.
11. In case of the Participant's failure to conform to the provisions of the Rules, the Organiser may decide to exclude the Participant from the Project. The Organiser's decision shall be irrevocable.

Article 4: PARTICIPANTS' OBLIGATIONS

1. The Guardian shall undertake to assemble a group of seven Students of the School who will then become Project Participants together with him/her.
2. On the first day of Project delivery, the Students selected for Project participation shall not be older than 19 years of age.
3. During the Project delivery, the Participants shall be obliged to creatively perform the tasks to be discussed by the coordinators ("Coordinator"), including:
 - a. the Students shall be obliged to participate in all Project workshops;

- b. the Students shall be obliged to participate in the final performance concluding the Project, to be held on 1.10.2018;
 - c. the Guardian shall be obliged to take care of the Students throughout the period of Project delivery.
4. The Guardian shall undertake to be an intermediary in the conclusion of an Agreement between the School and the Organiser, to include the following commitments on the part of the School:
 - a. the commitment to second the Candidate for Project participation as a Guardian of the Students;
 - b. the commitment to select, together with the Candidate, a team of seven students to participate in the Project;
 - c. the commitment to provide information as regards any personal changes in the group of Participants not later than 30 days prior to the planned start of the Project;
 - d. the commitment to present attestation that the selected Students have at least B2-level knowledge of English.
 - e. Guardians shall be obliged to participate in all Project workshops, dedicated to them.
5. The Organiser shall conclude a separate agreement with each of the Guardians, with the following commitments on the part of the Guardian:
 - a. the commitment to issue a receipt/bill related to the agreement, on the basis of which remuneration could be transferred to the Guardian;
 - b. the commitment to fully participate in the Project as well as to conform to the Organiser's recommendations and all safety and security rules over the duration of Project;
 - c. the commitment to set up, together with the School, a team comprising seven Students of the School;
 - d. the commitment to be an intermediary in contacts between the Organiser and the School as well as the Organiser and the Students;
 - e. the commitment to cover the costs of the Participant's insurance against personal accidents for the duration of the Project in the place of its delivery;
 - f. the commitment to present the confirmation of having covered the costs of the Students' insurance against personal accidents for the duration of the Project in the place of its delivery;
 - g. the commitment to submit, within a deadline set in the Agreement, documents necessary for the Organiser's reimbursement, onto the Guardian's bank account, of the incurred travel costs referred to in Article 4(5) of these Rules;
 - h. the commitment to complete the questionnaire aimed to constitute a summary of the Project;
 - i. the commitment to grant, free of charge, the Participant's consent to dissemination of his/her image recorded in the context of Project delivery, with no time and territorial constraints whatsoever, for the purposes of the organisation and promotion of the Project.

Article 5: FINANCIAL MATTERS

1. A Guardian of each group shall receive remuneration of EUR 250, to be specified in detail in the agreement referred to in Article4(4).
2. The Organisers shall provide room and board for the Participants during Project delivery as well as reimburse to the Participants their costs of return travel from the place of residence to the place of Project delivery and back.
3. The Organisers shall cover the costs of the Participant's travel from his/her place of residence (declared by the Candidate in the application form) to the place of Project delivery at the amount to be specified in detail in the agreement referred to in Article4(4).
4. The Organiser shall cover the costs referred to in paragraphs 1-2 exclusively on the basis of the correctly completed form and plane, train and/or coach/bus tickets delivered to the Organiser not later than **within 14 working days after the end of the journey**. After that date, the Participant shall be no longer entitled to travel expense reimbursement.
5. The Participants shall undertake to reach the place of Project delivery (Warsaw) not later than **on 23.09.2018**.
6. The Organiser shall not be held liable for any damage to the property or person of the Participant, in particular the Organiser shall not be liable for any possible injuries or unfortunate accidents sustained by the Participant or any other accidental events which may occur over the course of Project delivery.
7. The Participants shall be obliged to insure themselves, at their own expense, against personal accidents and civil liability, for the entire period of Project delivery and furnish the Organiser with a copy of the relevant policy confirming the fact before the start of the Project.

Article 6: PERSONAL DATA

1. The administrator of personal data of the Candidates is the state cultural institution Instytut Europejskiej Sieci Pamięć i Solidarność with the registered seat in Warsaw, address: ul. Zielna 37, 00-108 Warsaw, acting on the basis of an entry into the register of cultural institutions kept by the Minister of Culture and National Heritage under the number RIK 90/2015; NIP 701-045-62-60; REGON 360483100 (hereinafter referred to as "the **Administrator**"). Each Candidate may contact with the Administrator via the following e-mail address: [ado.enrs@enrs.eu].
2. Personal data of each Candidate who submits his Application for Recruitment will be processed by the Administrator in accordance with the Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws of 2016, item 922, as amended) and from 25 May 2018 in accordance with the 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) of 27 April 2016 (Official Journal of the European Union No. 119, page 1), hereinafter referred to as "**RODO**", for the purpose of the Recruitment, for the purpose of Project, for the purpose to implement these Rules in the remaining scope and for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

3. The contact details of the Data Protection Officer shall be provided to the Candidates at a later date.
4. From 25 May 2018, personal data of each Candidate will be processed pursuant to art. 6 par. 1 point b) RODO - processing is necessary for the performance of the contract to which the data subject is a party, which in this case means that the processing of personal data of the Candidate is necessary for the implementation of the provisions of these Rules, which bind the Candidate. In addition, from May 25, 2018, e-mail addresses of Project Participants will be processed on the basis of art. 6 par. 1 point f) RODO - processing is necessary for the purposes of the legitimate interests pursued by the Administrator or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child, which in this case means that personal data of the Candidates will be processed for the purposes of direct marketing of the Administrator, promotion of the Administrator and to inform about activity of the Administrator.
5. The recipients of personal data of the Candidates will be the following categories of entities: representative of the Partner, entities granting funds for realisation of the Project and an owner of servers used by the Organizer to storage personal data of Candidates.
6. Personal data of Candidates will be processed from the moment they submit the Application until the end of 2018 - for the purposes of the Recruitment and/or the Project and issues related thereto. Personal data of Candidates in scope of their image and expresses/statements will be processed for the purposes of direct marketing, promotion of the Administrator and to inform about activity of the Administrator - from the moment they submit the Application until a Candidate objects to the processing of his/her data for this purpose and throughout the period in which the administrator conducts its activity.
7. Each Candidate has the right to request from the Administrator access to and rectification or erasure of personal data or restriction of processing concerning the data subject as well as the right to data portability.
8. Each Candidate whose personal data is processed for the purpose of direct marketing also has the right to object at any time to the processing of that personal data for the needs of direct marketing, including profiling, to the extent to which the processing is related to direct marketing.
9. Each Candidate has the right to lodge a complaint with the General Inspector for Personal Data Protection if that Candidate considers that the processing of personal data pertaining to that Candidate infringes the provisions of RODO.
10. Providing personal data by Candidates is voluntary, however this is a requirement of these Rules (contractual condition). If a given Candidate does not provide the required personal data, that Candidate will not be allowed to participate in the Recruitment and Candidate's Application that does not contain required personal data shall not be considered in the Recruitment process.

Article 7: FINAL PROVISIONS

1. The Organiser shall reserve the right to change dates and deadlines referred to in these Rules as well as to cancel the Recruitment or change its nature without giving reasons for it, and to alter the terms and conditions of the Project.
2. The Organiser shall enjoy the exclusive right to interpret these Rules as well as to change and complete the contents hereof.

3. The provisions of these Rules shall be governed by the laws of Poland.