

**INFORMATION ON CHANGING
the Terms and Conditions of the tutoring scheme
in priority study programmes
in the *SciMat* PRA under the strategic programme
Excellence Initiative at the Jagiellonian University
in the academic year 2020/2021**



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The following modifications shall be made to the Terms and Conditions of the tutoring scheme in priority study programmes in the *SciMat* PRA under the Strategic Programme Excellence Initiative at the Jagiellonian University:

I. In Chapter V, item 1, the text:

1. A student on leave is not eligible to apply for a place on the tutoring scheme. In the event that a student participating in the tutoring scheme is granted a leave of absence during the academic year, they lose the right to participate in the scheme, from the month following the month in which the student was granted the leave.

shall be replaced with:

1. A student on leave is not eligible to apply for a place on the tutoring scheme. In the event that a student participating in the tutoring scheme is granted a leave of absence during the academic year, they lose the right to participate in the scheme, from the month following the month in which the student was granted the leave. In especially justified cases the tutoring scheme recruitment committee may decide in favour of a student's participation in the tutoring scheme in spite of the student's leave.

II. In Chapter V, item 2, the text:

2. In the case described in item 1, the tutor loses the right to the payment of remuneration, as of the month following the month on which the student was granted the leave.

shall be replaced with:

2. In the case described in item 1, the tutor loses the right to the payment of remuneration, as of the month following the month on which the student was granted the leave, with the exception of the case specified in item 1, sentence 3.

III. In Chapter VI Information on Personal Data Processing, the text shall be replaced with:

Pursuant to Article 13 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free

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movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR), the Jagiellonian University informs that:

1. **The Personal Data Controller** of the students and tutors' data is the Jagiellonian University with a registered seat at ul. Gołębia 24, 31-007 Kraków, represented by the JU Rector.
2. The Jagiellonian University has appointed a Data Protection Officer at ul. Czapskich 4, 31-110 Krakow, room no 27. The Officer can be contacted via e-mail: iod@uj.edu.pl or by phone at 12 663 12 25, from Monday to Friday between 8 a.m. and 3 p.m.
3. The personal data of Students and Tutors will be processed:
 - a. in the case of all Students: for the purpose of launching and carrying out the call, and announcing its results, in accordance with these Terms and Conditions (hereinafter: the Call) pursuant to Article 6.1.f of the GDPR, i.e. of the legitimate interests pursued by the controller, consisting in naming the laureate of the Call, with whom an agreement will subsequently be concluded;
 - b. in the case of students participating in the tutoring scheme and tutors – for the purpose of carrying out the obligations resulting from the Call's Terms and Conditions, generally applicable laws, and internal regulations applicable at the Jagiellonian University, i.e. pursuant to Article 6.1.c of the GDPR.
4. While providing their personal data by the Students and Tutors is voluntary, it is a necessary prerequisite for taking part in the Call. Not providing personal data precludes participation in the Call. In the case of Students and Tutors referred to under point 3.b above, providing the data constitutes a legal obligation, and failing to provide them shall preclude the student's participation in the tutoring scheme and payment of remuneration to the tutor.
5. The personal data of the Students and Tutors shall be published on the University's websites, and they may be published in the University's social media.
6. The Students and Tutors' personal data shall not be transferred to third countries (outside the EEA) or to international organisations.
7. Personal data of the persons referred to under point 3.a above shall be processed until the Call is concluded and its results announced, and subsequently until the expiration of claims which may arise from the Call.

Personal data of the persons referred to under point 3.b above shall be processed in the period resulting from fiscal regulations, and subsequently, for archiving purposes, pursuant to applicable legal regulations.
8. The Student and Tutor have the following rights: to obtain information about their personal data processing and rights resulting from the GDPR, to access their data and rectify them, as well as to have them deleted from the controller's database



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(unless further processing is necessary for fulfilling a legal obligation or for the purposes of determining, pursuing, or defending claims), to limit their processing or transfer, and to object to the processing of the data – in the cases and under the conditions specified in the GDPR.

9. *The students and tutors' personal data will not be subject to automated decision making or profiling.*
10. *The Student and Tutor have the right to lodge a complaint with the President of the Office for Personal Data Protection, should they ascertain that the processing of their personal data violates the provisions of the GDPR.*

IV. In Chapter VII, item 2, the text:

2. These Terms and Conditions enter into force on the date of adoption, with effect from 1 October 2020.

shall be replaced with:

2. These Terms and Conditions enter into force on the date of adoption, with effect from 1 October 2020, with the reservation that changes to the Terms and Conditions enter into force on the date specified in the Information on changing the Terms and Conditions.

Other provisions of these Terms and Conditions shall not be modified.

The above changes enter into force on the date of signing this Information on changing the Terms and Conditions, and shall be published on the *SciMat* PRA websites.

Justification:

Currently, pursuant to the Terms and Conditions of the tutoring scheme, its participants are by default the beneficiaries of the two scholarships awarded at the Faculty of Mathematics and Computer Science: the Franciszek Mertens Scholarship (FMS) and the Dean's Fund for Scientific Olympiad Laureates (DFSOL).

Pursuant to paragraph 6.5 of the terms and conditions of the FMS and to point 11 of the DFSOL, by decision of the Faculty Dean, a student on leave may receive the scholarship in especially justified cases. Moreover, the terms of both scholarships provide that the student receiving the scholarship is assigned an individual academic supervisor (i.e. a tutor) for the period of receiving the scholarship.

Thus, the two above mentioned sets of terms and conditions and the above mentioned Terms and Conditions of the tutoring scheme are incoherent. On the one hand, the Terms and Conditions of the *SciMat* tutoring has provided that a student on leave is excluded from tutoring, while on the other hand the respective terms and conditions of the FMS and DFSOL provide that a student on leave can still work with a tutor. The aim of changing the Terms



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and Conditions of the tutoring scheme is to ensure the coherence of the terms of the SciMat tutoring with the terms of the FMS and DFSOL. An update is also made to the Information on Personal Data Processing, for the purpose of, among others, updating the address details of the Data Protection Officer.

The changes do not affect negatively the students and tutors' activities to date.