

Personal data processing agreement

concluded on..... by and between:

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hereinafter referred to as “Contractor”,

represented by:

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ArcelorMittal Poland S.A., having its registered office at: 41-308 Dąbrowa Górnicza, Al. J. Piłsudskiego 92, entered by the District Court for Katowice – Wschód in Katowice, 8th Business Division of the National Court Register under the KRS no. 115891; Taxpayer ID [NIP] no.: 634-24-63-083; Business Entity no. [REGON] no.: 277839653; fully paid-up initial capital of: PLN;

hereinafter referred to as AMP

represented by:

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§ 1 Declarations of the Parties

1. The Contractor declares that it is the personal data controller with regard to the personal data - which are entrusted to AMP - of persons employed by it.
2. The Contractor declares that it is the personal data processor with regard to personal data of persons and entities who provide services to the Contractor as well as of persons employed by them which are sub-processed by AMP. In this case the data controller is the person or entity that provides services for the Contractor, hires employees and/or contractors. The Contractor declares that it has a written consent of the controller for sub-processing of the personal data by AMP.
3. In the further part of the agreement, personal data shall be understood as data of persons mentioned under section 1 and 2 above.

4. In the further part of the agreement the entrusting/outsourcing of personal data processing shall also be understood as sub-processing of such data, which is referred to under section 2.
5. The Contractor outsources the processing of personal data to AMP within the scope and with the purpose specified in the present Agreement, whereas AMP declares that it agrees to the outsourcing of personal data processing and shall process the personal data at the request of the Contractor which is documented in the present Agreement.
6. The Contractor declares that it obtained all of the personal data which is covered by this Agreement in accordance with the legal provisions in force.
7. AMP declares that it is a controller of personal data of persons employed by the Contractor, or persons and entities who provide services for the Contractor as well as persons employed by them, in the scope in which personal data are used to issue entry passes and ensure security on its premises.

§ 2 Scope and purpose of personal data processing. Entrusting the data to be processed and making the data available

1. The personal data will be processed by AMP solely for the purpose of:
 - a) identifying all persons entering the premises of AMP in accordance with the applicable security plan drawn up on the basis of the Act of 22 August 1997 on the protection of persons and property, as well as internal regulations applicable at AMP which govern the access to AMP location, including in particular the Order concerning entry pass system for the traffic of people and vehicles at AMP S.A.
 - b) recording of the time of services performed by the Contractor for AMP;
 - c) ordering from a third party the execution of an access control system to the premises of AMP, to adjust it to the requirements of AMP and fully implement it as well as to issue electronic proximity cards to the persons specified by the Contractor;
 - d) training all persons acting on behalf of the Contractor, performing work and staying on the premises of AMP in accordance with the provisions of the Work Health & Safety Agreement (the above process includes: Health and Safety examination, access to IT resources available on the ArcelorMittal Poland S.A. website, issue of a safety passport);
 - e) ensuring safety of persons entering, performing work or staying on the premises of AMP by carrying out audits and keeping related documentation as well as taking further actions in accordance with the provisions of Work Health & Safety Agreement.
2. For the purposes described in § 2 sec. 1(b), (c), (d) and (e), the Contractor outsources to AMP the processing of the following categories of personal data of persons employed by it and persons whose data it processes as a processor:
 - first name and surname of the person,
 - date of birth,
 - PESEL (Personal Identification Number),
 - employee ID no.,
 - company,
 - address,
 - NIP (Taxpayer Identification Number),
 - REGON (Business Entity Number),
 - position,
 - authorisations,
 - validity of the latest periodic health examinations along with an information about the ability to carry out work at height,

- information on entry/exit to/from the premises of AMP,
 - image,
 - information about the time of services performed.
3. For the purposes described in § 2 sec. 1(a), the Contractor makes available to AMP the above-mentioned categories of personal data of persons employed by it and persons whose data it processes as a processor.
 4. The processing of personal data shall be understood as execution of the following activities: collection, reading, recording, saving, supplementing, archiving, modification and deletion of personal data, including in an electronic manner on electronic data carriers.

§ 3 Obligations of the processor

1. AMP shall process the personal data only to the extent and for the purpose specified in this Agreement.
2. AMP shall perform the Agreement through actions which comply with the legal provisions. In particular, AMP declares that before the commencement of data processing it shall undertake the technical and organizational measures the purpose of which is to secure the entrusted personal data.
3. AMP declares that it will process the personal data with the use of equipment and IT systems that ensure a high level of safety, with observation of due diligence in order to secure the personal data.
4. AMP undertakes to:
 - 1) ensure control over the correctness of personal data processing,
 - 2) secure the personal data against the access of unauthorized parties, against collection by an unauthorized party, against damage or destruction,
 - 3) allow the IT system and its equipment, which are used to process personal data, to be operated solely by the persons who were granted adequate authorisations,
 - 4) ensure that the persons authorized to process personal data keep the data secret also after the Agreement has been completed, among other things by informing them about the legal consequences of violation of data confidentiality and of their use against their intended purpose and also through receiving their declarations about the obligation to keep those data secret,
 - 5) return or permanently remove the personal data entrusted to it after expiry of the present Agreement,
 - 6) help the Contractor, as far as possible and through adequate technical and organisational measures, in performing its obligation to respond to the requests of the data subject with regard to the fulfilment of his/her rights,
 - 7) provide the Contractor with all the information necessary to prove that the obligations resulting from the generally applicable legal regulations concerning personal data protection have been met.
5. AMP shall promptly notify the Contractor of all the activities and procedures carried out in connection with the processing of the entrusted personal data by any public authorities.

6. In the event of violation of personal data protection, AMP obliges to undertake immediate actions to remove them and immediately (not later than within 48 hours) notify the Contractor of such a situation.
7. Should a third party file a suit against the data Controller or the Company, which is based on a claim that the personal data processing violates the generally applicable laws – AMP shall be notified of the pending proceedings in order to be able to participate actively in them.
8. AMP shall be solely liable for the actual damage which was incurred by the Contractor or third parties as a result of personal data processing which did not comply with the Agreement.

§ 4 Right to inspect the Controller

1. The Contractor has the right to inspect whether the measures used by AMP in the processing and securing of personal data meet the provisions of the Agreement.
2. The aforementioned inspections may be performed after prior arrangement of the inspection date by the Contractor and AMP, however not more frequently than once a year. The Contractor should perform the inspection during one working day, after prior indication which documents or processes shall be covered by the inspection.
3. Should the Contractor find any irregularities or violations in personal data processing, AMP shall be obliged to remove such irregularities or violations within a period of up to 7 days.

§ 5 Sub-processing of personal data

4. The Contractor agrees or has a relevant consent of the data controller for sub-outsourcing by AMP of the personal data processing which is referred to under § 2 to third parties, which will cooperate with AMP in order to prepare an access control system, within a scope specified under § 2 of this Agreement, solely in order to adjust it to the requirements of AMP and to fully implement such system. Moreover, the Contractor agrees or has a relevant consent of the data controller to sub-outsourcing by AMP of personal data referred to in § 2 to third parties which shall cooperate with AMP as regards operation of the website or any other tool allowing the Contractor to take advantage of the trainings conducted by AMP or other activities related to Work Health and Safety. The Contractor, in cooperation with AMP, shall be authorised to perform an inspection of the correctness of data protection at the entity which is sub-processing personal data.
5. AMP declares that the entity sub-processing personal data shall proceed in accordance with the obligations that concern personal data protection, which are included in this Agreement as well as in accordance with the applicable provisions of law in respect of personal data protection.

§ 6 Term of the Agreement

1. The Agreement shall be in force for the period of the business cooperation the Parties are bound by. Should the Parties decide to terminate their business cooperation, this agreement shall be automatically terminated as of the date on which the cooperation between the Parties ceases, whereby AMP shall be authorised to archive the personal data entrusted to it and use them within a necessary scope in a situation when those data would be necessary to fulfil the legally protected interests of AMP or the obligations resulting from legal regulations (Occupational Health & Safety considerations, prevention of property stealing).

2. The Contractor may terminate the Agreement with immediate effect if AMP or other persons/entities to whom AMP sub-outsourced the processing of data specified in the Agreement:
 - a) uses the personal data in a manner that is contrary to the Agreement, which will be pointed out by the Contractor to AMP in writing, and AMP fails to remove the specified violations within 7 days,
 - b) keeps processing the personal data in an improper manner, which will be pointed out by the Contractor to AMP in writing, and AMP fails to remove the specified violations within 7 days.

§ 7 Final provisions

1. All matters not stipulated in this Agreement shall be governed by the legal regulations in force.
2. Any amendment to this Agreement requires a written form in order to be valid.
3. This Agreement has been drawn in two identical copies, one for each of the Parties.

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