

**Rule and regulations regarding the attendance of online lectures as part of the
International Research Platform “Contested Legacies. Central / Eastern and Southern
European Competing Narratives on Authoritarian *lieux de mémoire*.”**

§ 1 Time and duration

- 1) A series of online lectures on the international research platform “Contested Legacies. Central / Eastern and Southern European Competing Narratives on Authoritarian *lieux de mémoire*.” will be held from October 2022 to December 2023 (hereinafter referred to as the "Event").
- 2) The organizer of the Event is the Jagiellonian University - Institute of European Studies. The Event is part of the activities of the International Research Platform called “Contested Legacies Central / Eastern and Southern European Competing Narratives on Authoritarian *lieux de memoire*.”
- 3) Participants of the Event may be academics, PhD candidates, including doctoral students from the UNA Europa programme, and MA students from the Faculty of International and Political Studies of the Jagiellonian University, as well as invited guests who have accepted the rules of participation in the Event referred to in the Regulations (hereinafter referred to as "Participant").
- 4) The Participant acknowledges that participation in the Event is tantamount to accepting the Rules of the Procedure.
- 5) Detailed information about the Event and its curriculum is available at: <https://contestedlegacies.project.uj.edu.pl> (hereinafter referred to as the "Event Website").
- 6) The Rules of the Procedure will be made available to participants via the Event's website, in Polish and English, in a manner that can easily be downloaded.
- 7) Participation in the Event requires participants to have access to an IT system that meets the following minimum technical requirements:
 - Internet access;
 - recipient device;
 - software that allows reading files in various formats (including text, sound, graphics, multimedia, video, etc.);

- 8) The Participant accepts the established Rules of the Procedure and the Event curriculum and declares that they will refrain from making any changes to or disturbing the course of the Event. The Event Coordinator is entitled to exclude those participants from the Event who violate the provisions of the Rules of the Procedure. This applies in particular to situations such as:
- a) disrupting the course of the Event;
 - b) undertaking actions that are inconsistent with the law, ethics, or the legitimate interests of third parties;
 - c) taking steps to circumvent or indicate an attempt to circumvent the Rules of the Procedure or the rules of the Event;
 - d) taking actions that violate the legitimate interests of the Event Coordinator or harm its image.
- 9) The Event Coordinator is not responsible for:
- a) incorrect or malfunctioning of the software used by the participant;
 - b) lack of or interruptions in access to the internet for reasons attributable to the participant;
 - c) defectiveness of the IT equipment used by the participant;
 - d) incorrect operation of the Event platform by the participant;
 - e) other circumstances preventing or hindering participation in the Event which have not been caused by the actions or omissions of the Event Coordinator.

§ 2. Speakers

- 1) The Event Coordinator, by way of separate arrangements, will determine which participants will present lectures as part of the Event. They will be hereinafter referred to as "Speakers". Their original lecture (hereinafter referred to as the "lecture") will be made available to other participants during the Event, in real time using live streaming on the Microsoft Teams platform (hereinafter: the "Platform") in a dedicated space dedicated to Contested Legacies. Central / Eastern and Southern European Competing Narratives on Authoritarian *lieux de mémoire*, and moreover, recorded, multiplied, and disseminated with other lectures, in the form of a report from the Event. These lectures will be made available on the Platform's websites until June 30, 2024, for participants logged in to the Platform.

- 2) Participation in the Event and delivering a lecture is equivalent to granting the Event Coordinator a non-exclusive license to use the lecture and recordings, under the conditions specified in the Rules of the Procedure. Regarding the Event Coordinator's employees, the general rules apply, and these Rules of the Procedure specify the fields of use for the works of employees.
- 3) Delivering a lecture and granting the Event Coordinator the authorization, permits and licenses referred to in the Rules of the Procedure in all fields of use indicated therein is free of charge and carried out for the statutory purposes of the Event Coordinator.
- 4) Granting the Event Coordinator the authorization, permits and licenses referred to in the Rules of the Procedure is voluntary, but indispensable for the speaker to deliver a lecture.

§ 3 License to use the lecture

- 1) The speaker is fully responsible for the form and content of the lecture. The speaker undertakes to prepare and present an original lecture that will not infringe the copyrights and personal rights of third parties, contain theses and views inciting hatred or discrimination against any people on the basis of racial, cultural, ethnic, religious, ideological or gender grounds. Moreover, it is unacceptable to propagate ideology and symbolism related to totalitarian regimes in the content of the lecture, with the provision that, due to the subject of the Event, the presentation of scientific studies dealing with totalitarian regimes and symbols is not considered to be the subject of the Event, as long as the presentation of scientific content does not bear the hallmarks of this ideology.
- 2) If any part of the lecture is legally protected by copyright, the rights to which will not be attributed to the speaker, the speaker guarantees that he or she is entitled to use them to the extent necessary to deliver the lecture and grant the Event Coordinator a license with the right to grant a sub-license referred to in this paragraph, without the Event Coordinator having to obtain additional approvals and permissions.
- 3) The speaker agrees to make the lecture available in real time using live streaming on the Platform's pages and to its multiplication and recording in compilation with other lectures, in the form of a report from the Event (the recording will be hereinafter

referred to as the "Report"), which will be made available on the websites Platforms until June 30, 2024.

- 4) The speaker grants the Event Coordinator a non-exclusive license which is unlimited territorially, quantitatively and qualitatively with the right to sublicense the same scope as the license to use the lecture in the form of reports from the Event - in whole or in part, independently and as part of a collective work, in a list with works and elements freely chosen by the Event Coordinator (including lectures given by other speakers as part of the report from the Event), as well as its studies, adaptations and all materials, graphics, fragments, shots, and documentation created during the recording of the report from the Event, as well as after its recording - for information, promotional, educational, didactic and documentation purposes of the Event, including in particular its use, sharing on the Internet, Intranet, as well as part of any telecommunications services using any systems and devices, on the Platform's websites and on other websites of the Event Coordinator.
- 5) The license referred to in sec. 3-4 above (hereinafter referred to as the "license"), is granted to the Event Coordinator upon the delivery of the lecture by the speaker, for the period until June 30, 2034 and covers the use of the lecture in the following areas:
 - a) recording and reproducing the lecture - permanent or temporary reproduction, in whole or in part, by any means and in any form, producing copies of the lecture - using electromagnetic recording and digital techniques (including DVD, magneto-optical media);
 - b) in the scope of disseminating the lecture - public performance, displaying, playing and broadcasting, as well as making the lecture publicly available - including on the platform in such a way that every participant who is logged in for the Event have an access to it - in a place and time selected by this participant, using all available techniques, including the use of the Internet, Intranet and other computer networks, broadcasting the lecture via a multimedia and ICT network, publication on the Event Coordinator's website and use by the Event Coordinator for didactic activities;
 - c) the use of the original or copies on which the lecture has been recorded - marketing, lending the original or copies;
 - d) creating and disseminating derivative works of the lecture, including further projects / materials based on the lecture or their individual elements, including the

development of different graphic, colour versions or visual or spatial formats of the lecture and the use of derivative works thus created in the scope and in all fields exploitation specified in this section;

- e) modifying the lecture in whole or in part and developing it in whole or in part, including, inter alia, the right to correct, modify and change the entire lecture or its individual elements.
- f)

6. The license also includes a permit for the Event Coordinator to exercise dependent rights to the lecture in all the fields of use referred to in sec. 3- 5 above - including in particular the right to make changes to the lecture's content and its preparation, use and dispose of derivative works and to allow third parties to exercise derivative copyrights to the lecture.

7) The speaker authorizes the Event Coordinator and entities acting on its behalf to exercise copyrights rights of the lecture, in particular the right to the inviolability of the content and form of the lecture and its reliable use, to decide on the first release of the lecture to the public, to supervise the use of the lecture and to decide on the method of marking the author of the lecture and undertakes not to exercise these rights towards the Event Coordinator and entities acting on its behalf.

8) In the Event of claims by third parties against the Event's Coordinator or entities authorized by it to use the lecture, claims related to these works or their individual elements, the speaker:

- a) releases the Event Coordinator and persons authorized by him to use the Lecture from the claims in question, to the extent that he was obliged to purchase rights to legally protected elements from third parties, including proprietary and related copyrights to these works and their individual elements, and to obtain from them the permits and authorizations referred to in this paragraph and
- b) will be fully liable for any damage suffered by the Event Coordinator and persons authorized by it to use the lecture due to the claims against them referred to in point a) above, including primarily, but not exclusively, damages related to with a claim for compensation for their unlawful use or unlawful use of their individual elements.

§ 4 Consent to use the image

- 1) The Event Coordinator will record the course of the Event using video, sound, and image recording devices - for educational, information, didactic, promotional and Event documentation purposes (recording the Event will be hereinafter referred to as: "report").
- 2) Participation in the Event and delivering a lecture is tantamount to the speaker granting the Event Coordinator consent to share his or her image in real time using live streaming of the Event on the Platform's pages and to record the speaker's image in the report from the Event, without the right to remuneration for the above title, for the rules set out in this paragraph.
- 3) Turning on the camera of the online participant's device is tantamount to granting the Event Coordinator consent to share his or her image in real time using live streaming of the Event on the platform's pages and to record the participant's image in the report from the Event, without the right to remuneration for the above title under the rules set out in this paragraph.
- 4) The consent referred to in para. 2 and 3 above includes the Event Coordinator's right to disseminate the participant's image in real time via the platform and recorded in the report from the Event in connection with participation in the Event in the same way as indicated in §3 sec. 5 of the Rules of the Procedure.
- 5) The participant / speaker is aware that the report from the Event will be made available on the Internet via the platform and will be available to logged in participants of the Event and used in the manner referred to in §3 sec. 5 of the Rules of the Procedure.
- 6) In connection with the use of the image, the participant / speaker will not exercise the right to control and approve the use of the image each time, including the right to approve the final form of the report from the Event in which it was used and the right to indicate it as a person shown in the above-mentioned report from the Event, in particular indicating his or her name and surname, subject to paragraph 7 below.
- 7) The speaker will be marked in the live streaming and Event report by providing his personal data - name, surname, and the name of their home institution. At the same time, the speaker agrees to be marked in the manner indicated above. The speaker

declares that such a designation is in accordance with their wishes and does not infringe their rights.

- 8) The Event may only be recorded by the Event Coordinator. It is forbidden to record and take photos by participants during the Event without the prior consent of the Event Coordinator or authorized entities.
- 9) The organizer has the right to authorize other entities to use the images on the terms specified in this permit.

§ 5 Processing of personal data

Pursuant to Art. 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on data protection, hereinafter referred to as "GDPR"), the Event Coordinator informs that:

- 1) The administrator of the Participant's personal data is the Jagiellonian University, ul. Gołębia 24, 31-007 Kraków, represented by the Rector of the Jagiellonian University.
- 2) The Jagiellonian University has appointed a Data Protection Officer, based on ul. Czapskich 4, 31-110, Krakow. Contact with the Inspector is possible by e-mail: iod@uj.edu.pl or by calling 12 663 12 25 - from Monday to Friday, from 8:00 to 15:00.
- 3) The participant's personal data will be processed for the purposes of:
 - a) performance of the contract, the subject of which is participation in the Event, as well as for the registration of participation in the Event, selection of speakers, i.e. pursuant to art. 6 sec. 1it. b) GDPR, on the basis of a contract concluded by accepting the Regulations. The Event will be an online Event using the streaming platform.
 - b) conducting the Event and creating a report from the Event as well as for educational, didactic, promotional, informational and documentary purposes of the Event - in relation to the personal data of participants and speakers in the form of an image - based on their consent, i.e. pursuant to Art. 6 sec. 1a GDPR.
- 4) Providing personal data by the participant is necessary to conclude the contract, participate in the Event and deliver a lecture. Providing personal data related to the image is voluntary.

- 5) The Participant's personal data may be made available to entities authorized to receive them on the basis of the generally applicable provisions of law.
- 6) The Participant's personal data will be entrusted to software providers, including streaming platform providers, under the concluded personal data entrustment agreement resulting from Art. 28 GDPR.
- 7) Participants' personal data will not be transferred to third countries (outside the European Economic Area) or to international organizations.
- 8) Participants' personal data will be kept for the duration of the organization of the Event and until the final settlement and closing of the Event, as well as until any claims that may arise from the performance of the contract referred to in point 3a), and to the extent indicated in point 3b above - until consent to data processing is withdrawn.
- 9) The personal data of the participant in the form of name, surname, name of their home institution and image may be recorded in the report from the Event and processed on the platform's pages in a way that allows logged in participants of the Event to access it, for information, teaching, promotional, educational and documentary purposes of the Event, including for the purposes of the Report from the Event - in accordance with § 4 of the Rules of the Procedure.
- 10) Personal data of the participant / speaker in the form of an image, first name, last name and the name of their home institution will be processed as part of the report from the Event on the platform's websites until the consent to their processing is withdrawn.
- 11) The participant has the right to: obtain information about the processing of personal data and rights under the GDPR, access and rectify their data, as well as the right to delete personal data from the administrator's files (unless further processing is necessary to fulfill a legal obligation or to establish, investigate or defend claims), and the right to limit processing, transfer data, object to processing - in the cases and under the conditions specified in the GDPR.
- 12) To the extent that the processing takes place on the basis of consent, the participant also has the right to withdraw consent at any time without affecting the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.
- 13) Withdrawal of consent to the processing of personal data may be sent by the participant by e-mail to the following address: joanna.sondel-cedarmas@uj.edu.pl, or

by surface mail to the following address: Joanna Sondel-Cedarmas, Institute of European Studies of the Jagiellonian University, ul. Reymonta 4, 33-332 Kraków, or withdraw in person by appearing at the Institute of European Studies of the Jagiellonian University.

- 14) The participant's personal data will not be subject to automatic decision making or profiling.
- 15) The participant has the right to lodge a complaint with the President of the Personal Data Protection Office if he / she believes that the processing of their personal data violates the provisions of the GDPR

§ 6 Final Provisions

- 1) These Rules of the Procedure are made available to participants on the Event website and shall enter into force on the date of their publication on the above-mentioned side.
- 2) The Event Coordinator has a right to cancel the Event or change its programme. Changing the programme of the Event does not constitute a change to the Rules of the Procedure. The Event Coordinator will immediately announce the cancellation of the Event on the Event website. The Event Coordinator will not be obliged to offer any other compensation or compensation in this respect to the participants and speakers, or to reimburse the costs incurred in order to participate in the Event and to deliver the lecture.
- 3) In matters not covered by these Rules of the Procedure, the generally applicable provisions of Polish law shall apply.
- 4) These Rules of the Procedure have been drawn up in two language versions: Polish and English, with the provision that in the event of any discrepancies between them, the Polish language version is binding.
- 5) The competent court for settling disputes between the Event Coordinator and participants is the relevant Polish court for such matters.