



Participation agreement in a project co-financed by the European Social Fund Plus under the European Funds for Silesia Program 2021-2027

Contract No:...../05.04/LP/2024

Project participation agreement: My future with the number FESL.05.04-IP.02-07E0/23-004 implemented under the European Funds for Silesia Program 2021-2027 co-financed by the European Social Fund Plus,

concluded in Wodzisław Śląski on.....
between:

L.&P. Sp. z o. o
ul. Rev. Col. W. Kubsza 28,
44-300 Wodzisław Śląski
REGON 241819101
NIP 647 254 37 74
KRS 0000373084

represented by:
President of the Management Board Lucyna Stachoń
hereinafter referred to as „Beneficiary”,

a

Name:.....

PESEL:.....

Residential address:

hereinafter referred to as „Project” Participant

Definitions

§ 1.

Whenever the contract mentions a:

1) „Personal data administrator ” – means an entity that, alone or jointly with others, determines the purposes and methods of processing personal data and decides on the means of processing personal data.

2) „Beneficiary” – this means the entity responsible for the implementation of the project on the basis of a project co-financing agreement concluded with the Provincial Labor Office in Katowice;

3) „Personal Data Inspector”/ „IOD” – means a person who assists the data processor in all matters related to the protection of personal data. In particular, the duty of the IOD ~~DPO~~ is to.

◦ informing and advising the administrator or processor, as well as their employees, regarding their obligations under data protection law,

◦ monitoring the compliance of organisations with all data protection laws, including

The "My Future" project under the European Funds program for Silesia 2021-2027 co-financed by the European Social Fund Plus.



audits, awareness-raising activities, as well as training for data processing staff, ~~the~~.

- providing recommendations on the data protection impact assessment and monitoring its implementation,

- acting as a contact point for project participants regarding the processing of their personal data and the exercise of their rights,

- cooperation with data protection authorities and acting as a contact point for data protection authorities on processing issues.

Contact the Personal Data Protection Administrator – iod@lp.info.pl;

4) „Intermediary Institution” – means the Provincial Labor Office (**WUP**) in Katowice with its registered office in Katowice, ul. Kościuszki 30;

5) „of the Managing Authority of the European Funds for Silesia 2021-2027 Program (hereinafter: Managing Authority – IZ)” – means the Management Board of the Silesian Voivodeship with its registered office at ul. Ligonía 46, 40-037 Katowice, e-mail address: kancelaria@slaskie.pl, website: bip.slaskie.pl;

6) „project” - this means the project entitled My future implemented on the basis of contract no FESL.05.04-IP.02-07E0/23-00 included between L.&P. Sp. z o. o. and the Provincial Labor Office (**WUP**) in Katowice;

7) „Project participant ” – means a person who, on his or her own initiative, applied for the project and was then qualified to participate in it and is a party to this agreement;

8) „support” – this means any project activity addressed to the Project Participant;

9) „Agreement” – this means this agreement.

Subject of the agreement

§ 2.

1. Under the conditions set out in this agreement, the Project Beneficiary undertakes to ensure

The following forms of support for the project participant:

- a. Diagnosis and advisory support of project participants with the development of an Individual Action Plan (IPD) – 8h;
- b. Training/courses preparing for exams certified by UDT – on average 60h;
- c. Trainings and courses improving the competences and qualifications of project participants – on average 40 hours;
- d. Training/skills courses „soft” – minimum 18h;
- e. Additional training/digital and green skills courses for project participants aged 18-29 – on average 40 hours.

and, if the relevant requirements are met, the following benefits:

- a. Reimbursement of travel costs.
- b. Reimbursement of the costs of caring for a family member requiring care.

2. Under the conditions specified in this agreement, the Project Participant undertakes to actively and systematically participate in all forms of support provided for in the project.

3. Detailed conditions for participation in the project, including conditions and rules for using forms of support

and benefits are specified in the Rules -for recruitment and participation in the project and the Regulations for reimbursement of costs, posted on the project website at:



<https://www.lp.info.pl/moja-przyszlosc>.

Rights and obligations of the Beneficiary

§ 3.

1. The beneficiary shall, in particular, have an obligation to.:

- (1) to provide the Participant with free access to all forms of support listed in §2(1);
- (2) making available to the Participant free of charge all necessary teaching materials and equipment in accordance with the specific nature of the form of support concerned, at the latest on the date of commencement of the form of support to which such materials and equipment relate.
- (3) to provide the Participant/female with access to the project office and contact with the authorized substantive representative of the Beneficiary;
- 4) ensuring that the Participant has the appropriate standard of rooms in which individual forms of support available to the Participant are provided, including adaptation to the needs of a person with disabilities;
- 5) providing the Participant with certificates, diplomas, certificates or other documents confirming participation in a given form of support.

2. The Beneficiary has the right to demand from the Project Participant a refund to the extent appropriate of the costs related to his participation in the project, along with interest, if during or after the implementation of the project it turns out that the Project Participant did not meet the conditions for participation in the project or provided false data in declarations and recruitment documents, or if data has been identified (e.g. under review) not satisfying the conditions for receiving individual benefits under this contract.

3. The beneficiary has the right to terminate or amend this contract under the conditions described in § 6.

Rights and obligations of the project participant

§ 4.

1. The project participant declares that, at the date of signature of this agreement, she /he meets the following criteria for participation in the project:

- 1) Resides and/or works in the Silesian Voivodeship.
- 2) Is a working person belonging to one of the following groups.
 - 1. a. working poor person (earning minimal wages),
 - b. employed person employed under a short-term contract,
 - c. employed person employed under a civil law contract,
 - d. person leaving agriculture.

2. The project participant is obliged in particular to:

- (1) delivery within a maximum period of up to two business days missing

documents confirming the fact that the indicated criteria regarding the possibility of participating in the project are met under pain of termination of this contract by

Beneficiary. The provision of the documents in question shall condition the commencement of participation in the forms of support provided for in § 2 (1) of this agreement;

- (2) to comply with the Regulations on Recruitment and Participation in the Project and with the provisions of general law;



(3) to participate actively in all forms of support to which it will be directed by the Beneficiary;

(4) to comply with the recommendations of the project personnel, in so far as they are not contrary to this agreement, the provisions of the law and the principles of social coexistence;

(5) completing the necessary documents related to participation in the project, the made available by the Beneficiary and the institutions authorized for this purpose, i.e. in particular: a declaration of the project participant constituting Annex No. 1 to this agreement, evaluation surveys and documents necessary to determine the level of knowledge, competences, motivation and predispositions (depending on the specificity of the forms of support);

6) to provide, within 4 weeks of the end of participation in the project, all documents and information indicated by the Beneficiary concerning both the support provided and the current socio – professional situation;

3. The project participant is obliged to make information about his or her situation on the labor market available to research entities carrying out evaluations/analyses/expert opinions commissioned by the Coordinating Authority, the Managing Authority, the Intermediary Authority or the Beneficiary.

4. Absence from classes under any form of support may only be justified in exceptional, justified and documented situations by the Project Participant.

5. The project participant has the right to terminate this contract on the terms described in §6;

6. If the Beneficiary persistently fails to fulfill its obligations towards the Project Participant, the Intermediary Institution should be immediately notified in order to take all possible actions, within the resources and procedures in its possession, to protect the interests of the Project Participant.

Personal data protection

§ 5.

1. The administrator of personal data is the Beneficiary.
2. Information regarding the processing of personal data is included in Annex 2 to this agreement.
3. Contact the Personal Data Protection Administrator regarding data processing – iod@lp.info.pl
4. Providing personal data is necessary to implement the provisions of this agreement. Refusal to provide them is tantamount to the inability to start participating in the project.

Termination and amendment of the contract

§ 6.

1. Termination of this agreement by the Beneficiary may only be for the following reasons.

(1) Termination of the contract for co-financing of the project implemented by the Beneficiary;

2) gross violation of the provisions of this agreement (situation threatening the purpose of the agreement, actions violating the obligations of the agreement without valid and



justified reasons) and other documents specifying the principles of support under Measure FESL.05.04 by the Project Participant/participant;

(3) the provision by the Project Participant of false information in the recruitment process for the project;

4) the repeated unjustified absence of the Project Participant in the forms of support organized;

5) gross violation of the principles of social coexistence, organizational and order rules or legal provisions committed by the Project Participant in connection with his or her participation in the project.

6) failure to provide the documents referred to in § 4 (2) (1) of this agreement.

2. Termination of this agreement by the Project Participant may only take place for the following reasons:

(1) gross violation of the provisions of this agreement (situation that threatens the purpose of the agreement, actions that violate the obligations of the agreement without valid and justified reasons) and other documents specifying the principles of support under Measure FESL.05.04 by the Beneficiary;

(2) the justified need to resign from participation in the project, resulting solely from health or random reasons, the occurrence of which could not have been predicted at the time of concluding this agreement.

3. In the event of termination of the contract as a result of the conditions described in section 1 point 1 and section 2. The project participant does not bear any financial consequences, and the Beneficiary has an obligation arising from §3 section 1 point 5– if there is a basis for this.

4. Termination of this contract must be in writing and is effective from the date of its delivery to the other Party in accordance with Art. 61 § 1 of the Civil Code.

5. A change to the provisions of this agreement is permitted only for reasons that result from a change in the rules of project implementation and requires writing.

6. Termination of the contract is not effective to the extent that it constitutes the basis for the processing of personal data.

Final provisions

§ 7.

1. 1. The Parties shall indicate the following addresses for service:

1) for the Beneficiary: ul. Fr. Col. W. Kubsza 28, 44-300 Wodzisław Śląski

2) for Project Participant:

2. The parties shall indicate the following telephone numbers:

1) for the Beneficiary: 32 414 74 04,

2) for Project Participant:

3. In the event of a change in the delivery address or telephone number, the Party affected by this change is obliged to immediately notify the other Party in writing. Changes to the delivery address or telephone number do not require an annex.



§ 8.

1. The contract is for a fixed period, that is, from the day..... until August 31, 2026.

2. In matters not regulated by this Agreement, the relevant provisions of law shall apply, in particular the Civil Code.

3. Any disputes related to the implementation of this agreement will be heard by the common court competent for the registered office of the Beneficiary.

4. The Agreement was drawn up in duplicate, one for each Party.

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Project participant

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Beneficiary

The following annexes form an integral part of the agreement.

Annex No. 1 Statement of the project participant

Annex No. 2 Scope of the Project Participant's personal data entrusted for processing

Annex No. 3 Declaration of resignation from participation in the project