**Regulations on Terms and Conditions of Guest Participation in Trips and Stays organized by the Adam Mickiewicz Institute in Warsaw (hereinafter referred to as "AMI")**

**§ 1.**

**General Provisions**

1. The Regulations for the Organization of the Stay and Trips of Foreign and Domestic Guests by the Adam Mickiewicz Institute, hereinafter referred to as the "Regulations", shall set forth the rules for the organization of the stay in Poland and trips of foreign and domestic guests at the invitation of the AMI.

2. The Regulations specifically cover the stays and trips of Guests under:

1) Study visits organized by AMI in Poland and abroad,

2) Cultural events organized or co-organized by AMI,

3) Events of a cultural nature taking place in Poland which AMI considers that their promotion is important for the performance of its statutory objectives,

4) Conducting preparatory activities for events organized or co-organized by AMI

**§ 2.**

**Definitions**

Whenever this document refers to:

1. Regulations - means this document,
2. Guest, Guests - means a person or persons invited by AMI to stay or travel to an Event and whose presence will contribute to the promotion of the Event or the accomplishment of AMI's statutory objectives or is important for the proper organization of such Event.
3. Foreign Guest - means a Guest, regardless of his/her citizenship, having a place of residence outside the territory of the Republic of Poland or whose parent unit is located outside the territory of the Republic of Poland;
4. Domestic Guest - means a Guest, regardless of his/her citizenship, who has a place of residence in the Republic of Poland or whose parent unit is located in the territory of the Republic of Poland;
5. Event - means any of the events indicated in § 1.2 of the Regulations,
6. Trip - means a trip outside Poland the purpose of which is to participate in the Event, the rules of which have been referred to in § 3 of the Regulations,
7. Stay - means a stay in the territory of Poland the purpose of which is to participate in the Event, the rules of which have been referred to in § 3 of the Regulations,
8. AMI - means the Adam Mickiewicz Institute with its headoffice in Warsaw (00-560), 25 Mokotowska Street, entered in the Register of Cultural Institutions kept by the Minister of Culture and National Heritage under the number RIK 70/2006, NIP:701-00-10-966, REGON: 14 04 700 71,
9. Trip Operator - a person designated by the AMI organizational unit responsible for the organization of the Stay or Trip who shall be responsible on behalf of this unit for contacting the Guest and organizing the Trip or Guest's Stay.

**§ 3.**

**Rules of organization of Stays and Trips**

1. The organizational unit of AMI, within the framework of whose tasks the Guest's Stay or Trip is organized, shall be responsible for organizing the Guest's Stay or Trip.
2. The AMI organizational unit responsible for the Guest's Stay or Trip shall appoint the Trip Operator and prepare the agenda of the Guest's Stay or Trip.
3. The organizational unit of AMI organizing the Guest's Stay or Trip shall complete all documents required by the Regulations and to submit them on time (i.e. at least 4 days before the planned Guest's Stay/Departure) to the relevant organizational units of AMI.
4. AMI in arranging a Guest's Trip or Stay may:
5. provide and cover the cost of accommodation,
6. provide and cover the cost of transportation, in particular, air or rail tickets,
7. ensure payment of funds to cover food and other minor expenses (subsistence allowance),
8. provide and cover the cost of admission tickets or accreditation,
9. provide other benefits upon approval of the Director or Deputy Director.
10. AMI shall not cover any insurance costs of the Guest during the Stay or Trip or the cost of medical treatment, medical transportation, hospitalization or other health care services. The organizational unit of AMI organizing the Guest's Stay or Trip shall inform the Guest of the non-coverage of the costs referred to in the preceding sentence and of the reasonableness of the Guest's possession of insurance covering, in particular, medical care in case of illness, transportation to and stay in hospital, medical appointments, treatment in a medical facility, accidents and their consequences as well as of the non-coverage, if any, of the ensuing costs by AMI. The information referred to in the preceding sentence shall be provided to the Guest by the relevant organizational unit of the AMI or the Trip Operator in documentary form (by e-mail, in writing, through the electronic document circulation system used at the AMI).
11. The scope of services referred to in paragraph 4 as well as the maximum values of individual services shall be each time determined by AMI in a prepared agreement/invitation the content of which has been accepted by the Guest and must be in accordance with the Decision of the Director of AMI setting the maximum amount of expenses.
12. The AMI organizational unit responsible for organizing the Guest's Stay or Trip shall be responsible for preparing the agreement/invitation. The content of the invitation/agreement shall be approved by the AMI Director or one of the Deputy Directors.
13. AMI shall provide and cover the costs of the Trip only to the extent specified in the invitation/agreement. AMI shall not provide and shall not cover the cost of any benefits for the Guest related to his/her other professional, private activities or other obligations to third parties.
14. AMI shall not cover any damages caused by the Guest's acts or omissions, not excluding damages caused inadvertently or through no fault of the Guest.
15. Orders for payment of subsistence allowances shall be prepared no later than four working days before the guest's arrival. Payment of subsistence allowances shall be made by wire transfer, and in justified cases may be made in cash. A guest who collects a subsistence allowance in the form of cash must identify themselves with an ID card, passport or other identity document.
16. In the case of bookings of accommodation, admission tickets or accreditation as well as arranging transportation for a Guest by the organizational unit of the AMI organizing the Guest's Stay or Trip, this unit shall follow the relevant procedures in force at the AMI and in particular to make purchases from businesses selected through public procurement procedures in accordance with the Public Procurement Act or with which the AMI has a contract for the provision of such services.
17. For a derogation from the rule referred to in paragraph 11, the organizational unit of AMI organizing the Guest's Stay or Trip must obtain individual approval of the Director of AMI or one of the Deputy Directors of AMI granted upon its justified request, caused by the impossibility of providing services by the entities referred to in paragraph 11 or a significant difference in costs.
18. In the situation indicated in paragraph 12, accommodation, transportation and admission or accreditation costs may be paid:

1) by wire transfer, on the basis of a properly issued invoice/accounting document by the service provider, following the procedures in force at AMI;

2) in the form of reimbursement of costs incurred by the Guest, on the basis of a request for reimbursement of costs incurred in accordance with the procedures in force at AMI. The application must be accompanied by documents confirming the amount and fact of the expense.

14. In exceptional cases, caused by the impossibility of using other means of transportation, the Guest's transportation may be carried out using his/her private car, for which the organizational unit of the AMI organizing the Guest's Stay or Trip must obtain prior individual consent of the AMI Director or Deputy Director.

15. In the event that a trip is made by a Guest's private car, transportation costs shall be reimbursed by reimbursing the Guest for the trip which will be done according to the rules of accounting for the use of a private car for business purposes in force at AMI, including in particular the rates per 1 kilometer of vehicle mileage, in the form of reimbursement on the basis of a request for reimbursement of expenses incurred in accordance with the procedures in force at AMI. The application must be accompanied by a vehicle mileage record. The cost of insuring the car, passengers and baggage carried shall not be charged to AMI.

16. By accepting the content of the invitation/agreement, the Guest shall accept the content of the Regulations. Along with the agreement/invitation, the Guest shall receive an extract from the Regulations which is an appendix and integral part of the invitation/agreement. The content of the Regulations shall be available to the Guest at www.iam.pl.

17. The Guest shall accept the contents of the invitation/agreement by:

1. Acceptance of the content of the Agreement/Invitation in the electronic workflow system used at AMI
2. sending to the e-mail address of the Trip Operator an Agreement/Invitation signed with an electronic signature, a scan of the signed invitation or an e-mail with a statement of acceptance of the invitation/agreement.

**§ 4.**

**Rights and Responsibilities of Guests**

1. A Guest may not be a person who is bound with AMI by an employment relationship or any other contractual relationship (including civil and law one) whereunder he/she provides services or other activities for AMI,
2. As part of an organized Trip or Stay, Guests shall be entitled to the benefits/services specified in the invitation/agreement.
3. AMI shall not be liable for any damage to the person or property of a third party caused by the Guest (whether culpable or not) as well as for damage to a person or property of the Guest caused by a third party or caused by force majeure as indicated in § 6(3) of the Regulations.
4. During the Trip or Stay, the Guest shall cover on his/her own the costs of participation in the Trip or Stay that have not been included in the Invitation.
5. Along with the acceptance of the invitation/agreement, the AMI organizing unit organizing the Guest's Stay or Trip shall send the Guest a questionnaire (the model of which is attached as Appendix No. 1 to the Regulations) with a request to fill it out and send it to the AMI within 30 days from the date of the Trip/Stay and within one year from the date of the Trip or Stay.
6. After each organized Stay or Trip, an employee of the AMI organizing unit of the Guest's Stay or Trip / the Trip Operator shall prepare a report on the Stay/Trip. A model report is attached as Appendix 2 to the Regulations.

**§ 5.**

**AMI entitlements**

1. AMI shall reserve the right to provide information on the following websites [**www.iam.pl**](http://www.iam.pl), [**www.culture.pl**](http://www.culture.pl) and on AMI's social media profiles about the Guest's participation in the Trip or Stay. The Guest's acceptance of the Agreement/Invitation shall signify the Guest's consent to the publication of the aforementioned information.
2. AMI shall be entitled to **record, capture and use audio-visual and photographic material and to produce and use audio or audio-video recordings, photographs (collectively all of the above are hereinafter referred to as "Recordings") of the Event, in which the image of the Guest may be used, in the fields of use listed in Paragraph 3 and Paragraph 4 below.**
3. **The Guest signing the agreement/accepting the AMI invitation, shall consent to** the recording and processing of his/her image during the Event and the entire stay or trip through the dissemination, processing and reproduction of the Recordings made, through electronic and printed media, in particular: on websites and intranet sites operated by AMI, in social media profiles AMI and in materials published by AMI.
4. By accepting the agreement/accepting the invitation **the Guest shall grant AMI the right to use his/her image in the following** the following fields of use:
	1. with regard to recording, processing and reproduction - production by any technique of an unlimited number of copies of the Recordings, including printing and digital technique,
	2. with regard to the trading the copies on which the Recordings have been fixed - marketing, lending or rental of copies,
	3. with regard to dissemination of the Recordings in a manner other than that specified in letter b) - making the artistic performance and the Recordings available to the public in such a way that anyone can access them at a place and time of their own choosing, including via the Internet.

**§ 6.**

**Rules for cancellation of participation in the visit**

1. In the event that the Guest is unable to participate in the Trip or Stay, the Guest should immediately inform the Trip Operator.
2. In the event that the Guest fails to participate in the Trip or Stay for reasons other than force majeure as defined in paragraph 3 below or for other reasons beyond the Guest's control, the Guest shall reimburse AMI for the costs of the Trip/Stay. The reimbursement should be made within 2 days of receipt of a written request from AMI. The request referred to in the above sentence may be transmitted electronically and shall be fully valid in this form.
3. The Guest shall not be liable for non-participation in the Trip/Stay in the event that the non-participation occurred due to extraordinary external circumstances of a force majeure nature that could not have been foreseen or prevented, in particular: disaster caused by natural forces, epidemic, acts of war, fire, terrorist attack, strike, national mourning, power supply failure and other circumstances beyond the control of the Guest, provided that the Guest claiming the existence of force majeure circumstances notifies AMI in writing or electronically to the address of the Trip Operator and at the latest within 48 hours from the time of the occurrence of such circumstances (and in the case where AMI provides air tickets, no later than the date of the scheduled flight). In this case, AMI and the Guest will determine the way forward and the method of settlement, if any, between the parties.

**§ 7.**

**GDPR**

Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 (RODO), AMI informs that:

* 1. The controller of the personal data shall be the Adam Mickiewicz Institute based in Warsaw (00-560), Mokotowska 25 Street, registered in the Register of Cultural Institutions kept by the Minister of Culture and National Heritage under the number RIK 70/2006.
	2. Contact details of the Data Protection Officer: 25 Mokotowska St., 00-560 Warsaw, e-mail address: odo@iam.pl
	3. The Guest's personal data shall be processed on the basis of:
1. Article 6(1)(f) of the GDPR – AMI's legitimate interest in the form of purposes related to the conduct of the Trip or Stay and for the purposes of promotion and information about AMI's activities,
	1. Personal data shall be processed until the end of the year following the year in which the Stay or Trip took place.
	2. Once the purpose of processing has ceased, the personal data shall be retained for archival purposes for the period resulting from the provisions of the Act of July 14, 1983 on the National Archival Resources and Archives and the regulations issued on its basis in force at AMI.
	3. Recipients of the Guest's personal data shall be the entities providing service of AMI IT systems and software, external entities providing services to AMI and entities entitled to obtain personal data under the law (including public administration bodies).
	4. Data shall not be transferred to a third country or international organization.
	5. The data subject shall have the rights to control the processing, as set forth in Articles 15-16 of the GDPR, in particular the right to access and rectify the content of his/her data, and Articles 17 and 18 of the GDPR - the right to erasure and restriction of processing - if applicable.
	6. Personal data shall not be processed in an automated manner that will influence or similarly materially affect decisions that may have legal effect. Data will not be subject to profiling.
	7. The Guest shall have the right to file a complaint with the supervisory authority at the address: President of the Office for Personal Data Protection 2 Stawki Street 00-193 Warsaw

**§ 8.**

**Final provisions**

1. Any changes to the Regulations shall be introduced by an order of the AMI Director and come into force on the day they are published on the following websites [www.iam.pl](http://www.iam.pl).

2. The appendices to the Regulations are: sample questionnaire (Appendix 1), sample report (Appendix 2).

**Appendix 1 to the Regulations**

**INDIVIDUAL QUESTIONNAIRE (one month after the visit)**

1. First and last name:
2. Institution (if represented):
3. Duration of study visit (including travel time) from: … to: …
4. Purpose of the visit:
5. Please list:

|  |  |
| --- | --- |
| Institutions you have visited |  |
| Events you have participated in |  |
| People interviewed/meetings held |  |

1. Have you been able to have discussions about the possibility of artistic or other type of cooperation in the coming year?

|  |  |
| --- | --- |
|  | no, I haven't had that kind of discussion |
|  | yes, I have had this kind of discussion, however, I think actual cooperation within the next year is unlikely or moderately likely |
|  | yes, I have had this kind of discussions, and I assume that it is highly likely that we will actually undertake this cooperation in the coming year |

1. How do you intend to share the experience gained during the study visit? Please select:

|  |  |
| --- | --- |
|  | within my institution |
|  | with other local organizations |
|  | through the media |
|  | by other means (please specify how) … |

1. Please describe the dissemination/information activities (at least one specific activity in this regard) that you have already carried out or plan to carry out. You can include informational materials, such as articles for local and professional press, presentations, website addresses.
2. For the visit of journalists - please provide the number of publications and their few-sentence summaries (newspaper articles, supplements, radio and TV reports, online publications and social media activity) with links to them and conclusions/description of their reception in the country of office.
3. Please rate your satisfaction with your visit to Poland (Please consider pre-trip assistance, accessibility, responsiveness, openness to your requests and overall service).

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| very bad | bad | quite bad | quite good | good | very good |
| 1 | 2 | 3 | 4 | 5 | 6 |
|  |  |  |  |  |  |

1. How would you rate the various elements of the study visit:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | very bad | bad | quite bad | quite good | good | very good |
|  | 1 | 2 | 3 | 4 | 5 | 6 |
| Agenda of the visit |  |  |  |  |  |  |
| Atmosphere during the visit |  |  |  |  |  |  |
| Person responsible |  |  |  |  |  |  |
| Transport |  |  |  |  |  |  |
| Accommodation |  |  |  |  |  |  |
| Food |  |  |  |  |  |  |

1. Optional other comments on the visit.

**INDIVIDUAL QUESTIONNAIRE (one year after the visit)**

1. First and last name:
2. Current workplace:
3. Please describe the activities that took place after the study visit. Were you able to share the lessons learned during the study visit? If so, in what way?

|  |  |
| --- | --- |
|  | within my institution |
|  | with other local organizations |
|  | through the media |
|  | by other means (please specify how) … |

1. Over the past year, has the host institution or any of the partners you met corresponded with you or made any sustained contact with you?
2. Have the experiences and contacts gained during the study visit been used to launch new initiatives? Have you been successful in any artistic or other type of cooperation? If yes, please indicate what these initiatives are and with whom they are/were implemented.

**Appendix No. 2 to the Regulations**

**TEMPLATE OF AMI EMPLOYEE'S REPORT ON GUEST'S VISIT/STAY**

1. Title of residency/exhibition/project:
2. Invitation no:
3. Number of guests:
4. List of guests with the name of the institution represented by them:
5. Duration of study visit (including travel time) from: … to: …
6. Purpose of the visit:
7. Please list:

|  |  |
| --- | --- |
| Institutions that the guest(s) visited |  |
| Events in which the guest(s) participated |  |
| Individuals interviewed/meetings held |  |

1. Realized agenda of the visit (either here or as an attachment, which will include a detailed program and the course of the day and hour visit).
2. Effectiveness of the visit (e.g., findings, relationships and contacts established and opportunities to use them, actions/joint ventures taken or commitments made, etc.; if the expected results of the visit are lacking - state the reason):
3. An assessment of the chances of real cooperation with the guest(s) in the coming year*(yes, no, hard to say*), with justification and an idea/timeline for verification of this cooperation:
4. AMI employee's evaluation of the organization of the visit (including on the basis of self-assessment, as well as questionnaires completed by participants):

	1. Substantive program
	2. Logistics
5. Conclusions of the visit (what worked, what didn't work):

**QUESTIONNAIRE FOR THE PARTNER ORGANIZING THE VISIT**

1. Host institution:
2. Person(s) responsible for the study visit and the guests' stay in Poland:
3. Number of guests:
4. List of guests with the name of the institution represented by them:
5. Title of residency/exhibition/project:
6. Duration of study visit: from: … to: …
7. Purpose of the visit:
8. Please list:

|  |  |
| --- | --- |
| The institutions that the guests visited |  |
| Events in which guests participated |  |
| People interviewed/meetings held |  |

1. Effects of the visit (findings, relationships established, activities/joint ventures undertaken, etc.):
2. Visit Costs/Costs per Visitor:
3. Conclusions of the visit: