

**REGULATIONS OF THE CONFERENCE**  
**“The Administrative (Government and Self-government) Capacity of a Member State and a Candidate to the European Union”**  
**with Appendix No. 1 “Processing of personal data”**

**§1**

**Date and duration**

1. These Regulations define the rights and obligations of the Participants of the Conference *“The Administrative (Government and Self-government) Capacity of a Member State and a Candidate to the European Union”* (hereinafter referred to as the “Conference”), which will be held on April 20-21, 2023 in a hybrid form: on-site in Kraków at the premises of Jagiellonian University and at the Krakow Local Government, and simultaneously via electronic means of communication – MS Teams Platform which enables live streaming of the Conference (hereinafter referred to as the “Platform”).
2. The Organizer of the Conference is Jagiellonian University – Department of Administrative Law and the Department of Law of Territorial Self-Government of the Faculty of Law and Administration, Gołębia 24, 31-007 Kraków (hereinafter referred to as “the Organizer”). The Partners of the Conference are Kyiv-Mohyla School of Governance named after Andriy Meleshevych, Department of Legal Theory and Constitutionalism of the National University, Lviv Polytechnic, Department of Management and Public Administration of the Ivano-Frankivsk National Technical University of Oil and Gas (hereinafter referred to as the “Partner” or the “Partners”).
3. The honorary patronage of the Conference is held by The Dean of the Faculty of Law and Administration, prof. dr hab. Jerzy Pisuliński and the Chairman of the Krakow City Council Rafał Komarewicz (hereinafter referred to as “Patrons”).
4. Scientific supervision over the Conference is exercised by the Scientific Committee of the Conference appointed by the Organizer in cooperation with the Partners (hereinafter referred to as the “Scientific Committee”).
5. The Participant of the Conference is any adult natural person with legal capacity who, by the date specified in the invitation sent by the Organizer, declared his/her willingness to participate in the Conference in the manner referred to in § 2 of the Regulations and accepted the rules of participation in the Conference referred to in the Regulations, at the latest by the date specified in the invitation sent by the Organizer (hereinafter referred to as the “Participant”).
6. The Regulations are made available to the Participants on the website <https://www.uj.edu.pl/web/confer-zdolnosc-adm> (hereinafter referred to as the “Conference Website”), in the Polish, Ukrainian and English language versions, in a manner allowing for the downloading.
7. The Organizer reserves the right to change the date and format of the Conference in case its organization at the time and in the format referred to in section 1 above will be impossible or excessively difficult for reasons beyond the Organizer’s control, in particular due to restrictions, orders and bans related to the introduction of a state of pandemic. A change in the date or format of the Conference will be immediately announced on the Conference Website.

8. The Organizer reserves the right to introduce changes in the Conference program, including the right to change the schedule and the order of speeches. The Organizer will immediately inform about any changes on the Conference Website. Any alterations in the Conference program do not constitute a change to the Regulations.

## **§2**

### **Registration of participation**

1. Participation in the Conference is subject to the registration fee, excluding the Participants delegated by the Partners within the limit of places at the disposal of the Partners in this regard who are exempted from this obligation.
2. Participation in the Conference requires prior registration using the registration form (hereinafter referred to as the "Form") available on the Conference Website. A person wishing to participate in the Conference will be required to provide the following data: name and surname, e-mail address, contact telephone number, affiliation.
3. Information regarding registration of participation in the Conference – in particular, the registration dates, the amount of the registration fee (hereinafter referred to as the "Fee"), and the method of payment – are provided on the Conference Website. Once paid the Fee is non-refundable.
4. Participation in the Conference may assume two forms (hereinafter referred to as "Forms of participation"):
  - a) online, i.e., in real time, via the Platform to which the registered Participant will gain access through the registration link sent by e-mail the day before the Conference (hereinafter referred to as the "Online Form" or, respectively, "Online Participant").
  - b) in person, by the Participant appearing at the Conference venue (hereinafter referred to as the "Form of personal participation" or, respectively, "On-site Participant").
5. The Participant selects one of the Forms of participation in the Conference by checking the appropriate box in the Form.
6. The Organizer is not responsible for incorrect or untrue data provided by the Participant in the process of registration for the Conference.
7. In the Conference:
  - a) up to 120 Participants may participate in the Online form;
  - b) up to 75 Participants may participate On-site.
8. The order of applications determines the acceptance of the application for a given Form of participation in the Conference.
9. Online participation requires access to ICT systems meeting the following minimum technical requirements:
  - a) Internet access;
  - b) terminal equipment;
  - c) software capable of reading files in various formats (e.g., text, sound, graphics, multimedia, video, etc.).
10. The Participant confirms that he/she has read the Regulations and Appendix No. 1 and accepts the provisions of the Regulations and Appendix No. 1. The Participant acknowledges that accepting above-mentioned provisions is tantamount to granting

permissions referred to in the Regulations and constitutes an obligation to pay the registration Fee.

11. Registration of participation in the Conference is performed at the moment the Participant completes his/her data in the Form and sends it along with the consents referred to in § 5-7 of the Regulations.
12. The Participant will be notified by the Organizer via an e-mail on whether he/she has been qualified to participate in the Conference in the form selected by him/her.

### §3

#### General rules of participation

1. The Participant may notify the Organizer either of his/her willingness to present a paper during the Conference with or without its subsequent publication or may indicate that his/her participation will be limited to the publication of the paper or may declare his/her willingness to participate passively.
2. The conference will be divided into thematic panels. The languages of the Conference are Polish, Ukrainian, and English. During the Conference, the Organizer provides translation from Polish into Ukrainian and vice versa. Speeches in English will not be translated.
3. Irrespective of the chosen language of the presentation, at the stage of its publication in the Monograph, the Participant is obliged to attach the abstract of the paper in Polish, Ukrainian and English. At the stage of applying for participation in the Conference, the Participant should attach the abstract in one language version chosen by him/her.
4. Papers submitted and accepted for publication by the Scientific Committee, according to the rules as in § 5 section 3, will be published in Polish, Ukrainian and English in a highly rated publishing house. Information regarding the deadline for submitting paper for publication, as well as on editorial stages and requirements will be posted on the Conference Website.
5. Conference will be held in Online and On-Site Form and will be a one-off, closed event, requiring – in the case of online participation – registration and logging in. The Conference **will not** be recorded.
6. The Participants accept the rules of the Conference and its program. The Participants commit not to undertake actions that would cause any changes in the Conference program or disturb its course. The Organizer is entitled to exclude from participation in the Conference those Participants who violate the provisions of the Regulations.
7. The Organizer of the Conference is not responsible for:
  - a) incorrect or faulty operation of the software used by the Participant;
  - b) lack of, or interruptions in Internet access for reasons attributable to the Participant;
  - c) defectiveness of the equipment used by the Participant;
  - d) incorrect use of the Platform by the Participant;
  - e) other circumstances preventing or hindering participation in the Conference not caused by the actions or omissions of the Organizer.

## **§4**

### **Rights and duties of the Participants**

1. Upon arrival at the Conference venue, the On-site Participant is obliged to confirm his/her personal participation at the reception desk.
2. On-site Participants are obliged to comply with the safety rules, health, safety, and fire regulations in force at Conference venue, as well as with the rules of the sanitary regime in force at that time.
3. The Organizer is not responsible for events resulting from the Participants' failure to comply with the Regulations, the Participants' failure to comply with the Organizer's recommendations and the instructions of the Conference staff and services responsible for security and order.
4. To ensure security at the Conference venue, the Organizer may use the monitoring covering the entire Conference venue as well as individual parts thereof. The rules regarding the use of video surveillance by the Organizer are set out in Ordinance No. 34 of the Rector of the Jagiellonian University of May 16, 2019, on: Rules of video surveillance at the Jagiellonian University, as amended, available in the Public Information Bulletin of the Jagiellonian University.
5. In the event of noticing a threat to the Participants' life and health, the Participant is obliged to immediately inform the Conference staff.

## **§5**

### **Conference Speeches**

1. By registering to the Conference via the Form, the Participant may submit to the Organizer – by sending an appropriate abstract (hereinafter referred to as the "Abstract") - the desire to deliver a speech at the Conference (hereinafter referred to as the "Speech"). Applications will be accepted within the time frame specified in the invitation to the Conference.
2. The requirements – including components of the Abstract and the number of characters allowed – will be determined in the Form available on the Conference Website.
3. The Scientific Committee will select the speakers (hereinafter referred to as the "Speakers") based on the submitted applications and Abstracts. The Organizer will immediately inform each person who submitted the application about the positive or negative result of his/her qualification via e-mail. Further correspondence regarding the details of the Speech will be exchanged in a manner agreed upon by the Speaker and the Organizer.
4. When making the decisions referred to in § 5 sec. 3, the Scientific Committee is guided by its own discretion and the need to ensure a high scientific level and thematic diversity of the Conference. The decision of the Scientific Committee is final and does not require justification; the Participants are not entitled to appeal against it.
5. By undertaking actions referred to in § 5 sec. 1 – 2 of the Regulations the Participant grants the Organizer a license – non-exclusive, unlimited in time, territory, quantity

and quality – to use the Abstract in the fields of use indicated in section 6 below, with the right to sublicense to third parties (of a scope analogous to the scope of the license), for the purposes of qualifying the Speaker, preparing conference materials, organizing, conducting and settling the Conference, editing and publishing a post-conference monograph ("Monograph"). The provisions of § 6 sec. 1-3 of the Regulations apply to the Abstract. For the purposes of using the Abstract, the Speaker grants the Organizer permission to exercise derivative rights to the Abstract – including right of compiling it with other materials concerning the Conference – to the extent that does not interfere with its scientific content.

6. The license referred to in § 5 above covers the following fields of use:
  - a) recording and reproduction – producing copies using all available techniques, including printing and digital techniques;
  - b) permanent or temporary reproduction in whole or in part by any means and in any form;
  - c) in terms of dissemination – displaying, making it publicly available in a manner accessible to all at a place and time of their choice using all available techniques, including the Internet;
  - d) use within the organization, promotion, and documentation of the Conference.
7. Delivering a Speech as well as granting permissions, authorizations and licenses referred to in § 5 – 7 of the Regulations to use the Abstract, Speech and the Speaker's image within the scope and fields of use indicated therein is free of charge and is performed for the statutory purposes of the Organizer.
8. Granting to the Organizer the permissions, licenses, and authorizations referred to in § 5 – 7 of the Regulations is voluntary but constitutes a prerequisite for the Speech delivery.

## **§6**

### **Copyright**

1. The Participant bears full responsibility for the form and content of the Speech.
2. The Speaker is obliged to prepare and present an original Speech and guarantees that it will neither infringe the rights and personal interests of third parties, nor contain theses and views that incite hatred or discrimination of any people based on racial, cultural, ethnic, religious, ideological or gender grounds. In addition, it is unacceptable to promote ideology and symbolism relating to totalitarian regimes in the content of the Speech, as well as presenting other topics prohibited by generally applicable regulations.
3. If any part of the Presentation consists of legally protected elements owned by any other person, the Speaker guarantees that he/she is entitled to use them to the extent necessary to deliver the Speech and grants the Organizer a license with the right to sublicense referred to in this paragraph releasing the Organizer from the duty to obtain additional approvals and permits.
4. The Speaker agrees to broadcasting of the Speech in real time using live streaming of the Conference via the Platform.
5. The Speaker grants the Organizer a license – non-exclusive, unlimited in time and territory, quantitatively and qualitatively – with the right to sublicense (of a scope

analogous to the scope of the license) to use the Presentation in whole or in part, independently or as part of a collective work, in combination with works and elements freely selected by the Organizer (e.g. with presentations of other Speakers, with the Platform's graphic design, image and sound, as part of the so called Conference Materials).

6. The license referred to in sec. 5 above is granted to the Organizer at the time of transmission of the Speaker's presentation using live streaming and includes the use of the Speech in the following fields:
  - a) permanent or temporary multiplication of the Presentation in whole or in part by any means and in any form;
  - b) dissemination of the Speech – public performance, displaying and broadcasting, broadcasting in real time, as well as making the Presentation available to the public in a manner accessible to all at a place and time of their choice, using all available techniques  
– to the extent necessary to broadcast and deliver the Speech.
7. In the event of claims made by third parties against the Organizer and/or entities acting on its behalf and/or entities authorized by it to use the Speech and/or the Abstract (hereinafter referred to as "Authorized Entities"), relating to the Speech and/or Abstract or their individual elements, the Speaker:
  - a) indemnifies the Organizer and/or the Authorized Entities from the claims in question, to the extent that the Speaker was obliged to acquire the rights to the legally protected elements of his/her Speech and/or Abstract from third parties; and
  - b) will be fully liable for any damages incurred by the Organizer and/or Entities entitled to make claims against them referred to in point a) above.

## **§7**

### **Image**

1. The Organizer will broadcast the Conference via the Platform in real time without recording it and will provide a photo report of the Conference (hereinafter referred to as "Photo Report") for the informational, documentational, educational, didactical, and archiving purposes including providing Conference coverage, as well as for the purposes of advertisement and promotion of the Conference and the Organizer.
2. Turning on the online camera of the end device by the Participant is tantamount to granting the Organizer the permission – without the right to remuneration – to transfer the Participant's image in real time using live streaming of the Conference via the Platform and to make Photo Report from the Conference on the terms set out in sec. 3 let. b for the purposes referred to in § 7 sec. 1 of the Regulations.
3. The On-site Participant/Speaker, who – by filling the Form – declared willingness to participate in the Conference in person, expresses consent – unlimited in time, territory, quantity, and quality – to use his/her image for the purposes indicated in sec. 1 above without the right to remuneration by:
  - a) transmitting his/her image via the Platform using live streaming for the purposes of coverage of the Conference;

- b) recording his/her image in the Photo Report and using this recording, processing, duplication and multiple dissemination of the Participant's image recorded in the above-mentioned manner without the need to obtain approval each time the image is used on the Conference Website, the Platform, the Organizer's official websites, on the Organizer's websites in social media, on websites at the Organizer's promotional events.
- 4. The Participant/Speaker is aware that the Photo Report will be made available to an unlimited number of people on the Conference Website and the Organizer's websites.
- 5. With regard to the use of his/her image, the Participant/Speaker will not exercise the right to: control and approve the use of his/her image each time – including the right to approve the final form of the Photo Report in which the image was used – and control and approve marking him/her by his/her name each time the person is depicted in the Photo Report.
- 6. The Conference may be recorded for the needs of Photo Report only by the Organizer. Recording and taking photos by Participants during the Conference without prior consent of the Organizer is forbidden.
- 7. The Organizer has the right to authorize other entities to use the image on the terms specified in this permit.

## **§8**

### **Final provisions**

- 1. These Regulations are made available to the Participants on the Conference Website and enter into force on the date of its publication on the above-mentioned page.
- 2. Any disputes arising from these Regulations will be subject to the jurisdiction of the Polish courts competent for the Conference venue.

## **Appendix No. 1**

### **Personal Data processing**

According to art. 13 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 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 (General Data Protection Regulation, hereinafter referred to as "GDPR"), the Jagiellonian University informs that :

1. The administrator of your personal data is the Jagiellonian University, with headquarter at 24 Gołębia Street, Kraków, 31-007, represented by the Rector of the Jagiellonian University.
2. The Data Protection Supervisor, appointed by the University, is based at 4 Czapskich str., 31-110 Kraków. The Officer can be contacted via e-mail: [iod@uj.edu.pl](mailto:iod@uj.edu.pl) or by phone – 12 663 12 25 from Monday to Friday (8:30 a.m. - 3:30 p.m.).
3. Your personal data will be processed for the purpose of:
  - a) performance of the contract, the subject of which is participation in the Conference, as well as the registration for Participation, acceptance of the forms of the Participants willing to deliver of the Lecture (Speech) as well as to subsequently get the publication in the Monography, i.e., as pursuant to art. 6 par. 1it. b of RODO, basing on the contract concluded by the acceptance of the Regulations. The Conference will be held partially on-site and partially on-line;
  - b) performance of the Photo Report and live streaming of the Conference for the informational, documentational, educational, didactical, and archiving purposes including providing Conference coverage, as well as for the purposes of advertisement and promotion of the Conference and the Organizer – with regard to personal data of Participants in the form of an image – based on their consent, i.e. pursuant to art. 6 par. 1 let. a of the GDPR.
4. Providing your personal data is necessary to conclude the contract, participate in the Conference, prepare the Abstract, deliver the Lecture (Speech) and organize the publication of the post-conference Monograph. Providing personal data in the field of image is voluntary.
5. Your personal data may be made available to entities authorized for their receipt pursuant to generally applicable provisions of law.
6. The recipients of your personal data are the entities providing IT and organizational support in the organization of the Conference - including the entity providing software for registration at the Conference and live streaming of the Conference.
7. Your personal data will not be transferred to third countries (outside the European Economic Area) or to international organizations.
8. Your data will be stored for the period of organization of the Conference and until the final settlement and closing of the Conference, as well as until the expiry of statute of limitations for the claims that may arise from the performance of the

contract referred to in sec. 3 let. a), and to the extent indicated in sec. 3 let. b) above – until you withdraw your consent to data processing.

9. Your personal data provided in the registration Form will not be disclosed to third parties.
10. Your personal data in the form of an image may be recorded in photos from the Conference to create a Photo Report and be processed on the Conference Website, on the websites of the Organizers of the Conference, on the Organizer's social media profiles and on university social media channels (in particular Facebook, YouTube, Twitter, Instagram), in a way that allows for third parties' access, for the informational, documentational, educational, didactical, and archiving purposes including providing Conference coverage, as well as for the purposes of advertisement and promotion of the Conference and the Organizer – in accordance with § 7 of the Regulations regarding the Image.
11. If you are a Participant who has expressed a desire to deliver the Speech, your personal data voluntarily indicated in the Speech will be processed on the Conference Website and on the Platform for information and documentation purposes.
12. You have the right: to obtain information about the processing of personal data and rights under the GDPR, to access and rectify your data, as well as the right to delete personal data from the administrator's files (unless further processing is necessary to fulfil legal obligations or to establish, assert or defend claims), and the right to restrict processing, the right to data portability, the right to object to processing – In the cases and under the conditions specified in the GDPR.
13. To the extent that the processing is based on consent, you also have the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.
  - Withdrawal of consent to the personal data processing can be sent by e-mail to the following address: [beata.cabala@uj.edu.pl](mailto:beata.cabala@uj.edu.pl) or by traditional mail to the following address: Sekretariat Katedry Samorządu Terytorialnego UJ, ul. Bracka 12, pok. 108, 31-005 Kraków, or withdraw in person by appearing at the above-mentioned address.
14. Your personal data will not be subject to automated decision-making or profiling.
15. You have the right to lodge a complaint to the President of the Office for Personal Data Protection if you feel that the processing of your personal data is in violation of the provisions of the General Regulation.