

GENERAL CONTRACTUAL CONDITIONS OF THE SCHOOL WITH CLASS FOUNDATION

1. THE CONTRACT AND GENERAL TERMS AND CONDITIONS

- 1.1. These General Contractual Terms and Conditions ("GTCs") regulate the rules of cooperation with the School with Class Foundation ("Foundation") of all entities entering into contracts with the Foundation, including employees, contractors, collaborators, work contractors, service providers, etc. (hereinafter referred to as "Partner"), to the extent not regulated in the individual agreements ("Contract").
- 1.2. Contracts with the Foundation may be concluded in any form, including written or electronic means, in particular via the Autenti platform (www.autenti.com).
- 1.3. The GTCs constitute an integral part of any contract concluded with the Foundation and are referred to in the text of the Contract and delivered or made available to the Partner in an electronic version prior to the conclusion of the Contract, including through their publication on the Foundation's website.
- 1.4. In the event of any discrepancy between the content of the Contract and the GTCs, the provisions of the Contract shall prevail.

2. COPYRIGHTS

- 2.1. If the result of the performance of the Contract is a creation or an artistic performance, or a phonogram or videogram ("Work"), all proprietary intellectual property rights in the Work, regardless of the nature of such rights, including in particular proprietary copyrights and related copyrights to artistic performances, phonograms or videograms, the rights to exclusive disposal of know-how, concepts or analytical results, and the rights to obtain a patent for an invention, a right of protection for a utility model or the right to register an industrial design, shall be transferred to the Foundation as of the date of establishment of the Work.
- 2.2. The transfer of rights referred to in paragraph 1 above:
 - a) concerns copyrights or related property rights to the disposal and use of such Work, in the territory of Poland and abroad, in all fields of use, known on the date of concluding the Contract, which apply to the Work having regard to its specific character, and in particular in the following fields:
 - i. as regards recording and multiplication of the Work - production using a specific technique, including printing, reprography, magnetic or digital recording of the carriers of the Work and its copies, uploading to computer discs,
 - ii. within the scope of distribution of the original or copies of the Work - placing the original or copies of the Work on the market as well as their rental, lease or lending,
 - iii. within the scope of other distribution of the Work - public performance, exhibition, display, reproduction, broadcasting by wire or wireless vision via a terrestrial station or by satellite, including broadcasting via a telecommunication network, re-broadcasting, providing access at a place and time individually chosen, in particular by placing it on the Internet or another telecommunication network,
 - iv. in the case of a Work which is a computer program, permanent or temporary reproduction of the Work in whole or in part by any means and in any form, translation, adaptation, rearrangement or any other alteration of the Work, as well as distribution, including lending or renting, of the Work or copies thereof,
 - b) includes permission for the Foundation to exercise its derivative copyright in relation to the Work, i.e. the right to authorise the disposal and use of derivative works of the Work, including the right to translate it into foreign languages and to use it in connection with other research,

- c) includes permission for the Foundation to make any changes or modifications to the Work necessary for the Foundation to use the Work in the course of its activities,
 - d) includes the exclusive power granted to the Foundation to exercise on behalf of the Foundation its personal rights to the Work,
 - e) includes a waiver by the Partner of the right to terminate any rights, licences or authorisations covered by this provision,
 - f) includes the authorisation to exercise on behalf of the Partner, in relation to the Work, personal rights, in particular the right to: authorship of the Work; to mark the Work with one's own name or a pseudonym or to make it available anonymously; inviolability of the content and form of the Work and its fair use; to decide on the first making available of the Work to the public; to supervise the use of the Work.
- 2.3. In the event that the Contract is for a fee, the transfer of rights shall take place within the framework of the remuneration agreed in the respective Contract. If the Contract is for free, the transfer of rights takes place free of charge. The Foundation also acquires the ownership of the media on which the results of the performance of the Contract are recorded as part of the payment.
- 2.4. The Partner declares that it owns or will own all intellectual property rights to the results of the performance of the Contract, in particular that these rights are not encumbered by the rights of third parties, are not the subject of any legal proceedings, including judicial, administrative or enforcement proceedings, and that there are no legal obstacles to the transfer of these rights to the Foundation, including that the transfer of these rights does not conflict with any other obligations of the Partner.
- 2.5. In any case, the Foundation shall be entitled to further disseminate the Work, in particular under a CC-BY-SA 4.0 or CC-BY 4.0 licence.
- 2.6. The Partner shall reimburse the Foundation for all costs incurred by the Foundation, including the costs of legal proceedings, as well as assume all legitimate third party claims against the Foundation for infringement of any third party rights, in particular patents, copyrights, registered designs and other intellectual property rights, resulting from the fact, that the Partner was not entitled to transfer the proprietary rights (licence) to the Works referred to above, in particular the proprietary copyrights, or infringed any third party rights, and will, at its own expense and at its own choice, provide the Foundation with the right to continue using the Works or will replace or modify the Works or parts thereof in order to avoid the infringement of such rights. In the event of replacement or modification of the Works or parts thereof, the Partner shall be obliged to provide the Foundation with new works of no less artistic and functional value than the previous Works. The transfer of all proprietary rights to such Works will take place as of the date of their presentation for acceptance by the Foundation, without additional remuneration to the Partner and to an extent not less than the Works to be replaced.

3. THE LICENCE

- 3.1. Where the Contract refers to the granting of a licence by the Partner to use the Work, the licence shall be granted in accordance with the provisions of this clause ("Licence").
- 3.2. The licensing of the Work in all fields of use described below is free of charge. The Partner waives any remuneration from the Foundation in this respect.
- 3.3. The Partner grants a licence to use the Work in the following fields of use:
 - a) as regards recording and multiplication of the Work - production using a specific technique, including printing, reprography, magnetic or digital recording of the carriers of the Work and its copies, uploading to computer discs,
 - b) within the scope of distribution of the original or copies of the Work - placing the original or copies of the Work on the market as well as their rental, lease or lending,
 - c) within the scope of other distribution of the Work - public performance, exhibition, display, reproduction, broadcasting by wire or wireless vision through a terrestrial station or by satellite, including broadcasting through a telecommunication network, re-broadcasting,

providing access at a place and time individually chosen, in particular by placing it on the Internet or other telecommunication network.

- 3.4. The licence is non-exclusive.
- 3.5. The Foundation is not entitled to grant further licences (sub-licensing).
- 3.6. The licence also covers:
 - a) permission for the Foundation to exercise its derivative copyright in relation to the Work, i.e. the right to authorise the disposal and use of derivative works of the Work, including the right to translate it into foreign languages and to use it in connection with other research,
 - b) permission for the Foundation to make any changes or modifications to the Work necessary for the Foundation to use the Work in the course of its activities,
 - c) authorization to exercise on behalf of the Partner, in relation to the Work, personal rights, in particular the right to: authorship of the Work; to mark the Work with one's own name or a pseudonym or to make it available anonymously; inviolability of the content and form of the Work and its reliable use; to decide on the first making available of the Work to the public; to supervise the use of the Work.
- 3.7. Depending on the parties' agreement in the individual contract, copies of the Work may bear an attribution of authorship or the Work may be made available anonymously.
- 3.8. The licence is concluded for a fixed term: 5 years from the date of conclusion. After the expiry of the period specified in the preceding sentence, the Contract shall be extended for an indefinite period.
- 3.9. Except in the case of a gross breach of Contract by the Foundation, the Partner agrees not to terminate the Licence.
- 3.10. The Partner declares that it owns or will own all intellectual property rights to the results of the execution of the Contract, in particular that these rights are not encumbered by the rights of third parties, are not the subject of any legal proceedings, including judicial, administrative or enforcement proceedings, and that there are no legal obstacles to the granting of the Licence, including that the granting of the Licence does not conflict with any other obligations of the Partner.

4. CONFIDENTIALITY

- 4.1. The Partner and the Foundation undertake to keep confidential and not to disclose to third parties any materials, documents and technical, economic, financial, legal, organisational and other information concerning the Partner and the Foundation in connection with the execution of the Contract, the disclosure of which to a third party could infringe their legitimate interest.
- 4.2. The obligation set out in para. 4.1 shall include, in particular, information which the Parties have received directly from each other, including through persons acting on behalf of the Parties, unless the information is public knowledge or the Party has received it from other sources in accordance with the law and without any obligation of secrecy.
- 4.3. The Parties shall not, without the prior express written consent of the other Party, directly or indirectly disclose, transmit, make available or use in their own or any other Party's interest information relating to a Party, unless required to do so by applicable law or necessary for the execution of this Contract, during the term of this Contract.
- 4.4. If information is requested by an authority or other entity entitled to do so under applicable law, the Parties shall notify each other immediately. This notification should be made, to the extent possible, prior to the provision of information to the authorised body or other entity and should indicate the scope of the information requested, unless the provision of such information is prohibited by applicable law or by a decision of the entity requesting the information.
- 4.5. The obligation also extends to the Parties' employees or other persons acting on their behalf.
- 4.6. The Parties undertake to secure and protect from theft or other loss the data, materials, documents and technical, economic, financial, legal, organisational and other information received - at least to the extent that the Parties' own information is secured and protected.

5. PERSONAL DATA

- 5.1. GDPR means "Regulation (EU) 2016/679 of the European Parliament and of the Council 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)".
- 5.2. The Foundation entrusts the Partner with the processing of personal data for the purpose of implementing the Contract concluded between the parties, including the implementation of selected tasks, educational programmes, coordination of the work of the team responsible for the programme in Poland and abroad.
- 5.3. The Foundation entrusts the Partner with the processing of personal data in an automated or non-automated manner for the purposes of: viewing, retrieving, recording, organising and structuring, linking, storing, transferring to the Partner and deleting from the Partner's own media after the end of the period during which the processing or storing of the data is necessary, data obtained from IT systems, social media and other tools and documents of the Foundation.
- 5.4. The Partner is not entitled to add to, supplement, change the content of, or delete any personal data entrusted to it, unless specifically instructed to do so.
- 5.5. The data will only be processed by the Partner for as long as processing or storage is necessary and legally permissible.
- 5.6. A change in the scope and purpose of the processing, if not related to a change in applicable law, shall always be made in writing and exclusively by amending the contract or these GTCs.
- 5.7. The partner is obliged to obtain the Foundation's detailed written consent for any further entrustment of data processing.
- 5.8. Each Party undertakes to comply, on behalf of the other Party, with the information obligation referred to in Article 14 of the GDPR in relation to the persons whose data it provides to the other Party in connection with the execution of this Contract.
- 5.9. The Partner undertakes to take all the technical and organisational measures required under Article 32 of GDPR so as to ensure the security of the personal data provided.
- 5.10. The Partner undertakes, as far as possible given the nature of the processing, to assist the Foundation in complying with its obligation to respond to the data subject's requests and the obligations set out in Articles 32 to 36 of the GDPR, and to make available to the Foundation all information necessary to demonstrate compliance with the obligations set out in Article 28 of the GDPR.
- 5.11. No activities undertaken in connection with this Contract shall lead to an infringement of the rights and freedoms of Data Subjects, unlawful disclosure of personal data or any other violation of the GDPR or other applicable data protection legislation. If, in the Partner's opinion, a received processing request, a request to provide information or to provide an explanation, or an intended audit activity will result in such an effect, it shall immediately inform the Foundation.
- 5.12. The Partner also undertakes to notify the Foundation immediately of any breach of the protection of personal data entrusted to it, but no later than within 24 hours of the discovery of the breach, and to cooperate in clarifying the circumstances, causes and consequences of such breach.
- 5.13. The Partner shall be liable for any and all damages incurred by the Foundation and for any and all damages incurred by the persons whose data has been entrusted to the Partner as a result of the processing of the entrusted personal data outside the lawful instructions of the Foundation or contrary to such instructions, or as a result of intentional or accidental acts or omissions of the Partner's employees, co-workers, subcontractors, contractors, in violation of the provisions of this Contract, the GDPR and other agreements made between the Parties in writing, including, but not limited to, damages arising from:
 - a) unauthorised access to personal data by the Partner's employees or other persons acting on the Partner's behalf,
 - b) unauthorised disclosure of personal data to third parties,

- c) processing of personal data for purposes other than those specified in the GTCs or the Contract,
- d) inadequate security of the data processed.
- 5.14. In the event that the grounds for data processing cease to exist (expiration or termination of the contract, etc.), the entrusted personal data remaining in the possession of the Partner or entities entrusted by the Foundation with the processing will be promptly returned to the Foundation in its original form or destroyed, depending on the documented instruction of the Foundation.
- 5.15. Any copies of personal data created in connection with the Foundation's documented instructions will be promptly transferred to the Foundation and then promptly destroyed or deleted by the Partner and by entities to which the Partner has entrusted the processing, from information systems and media belonging to the Partner and to those entities.
- 5.16. To the extent necessary for the performance of the Contract, the Foundation may process personal data concerning the Partner and other persons, including data provided by the Partner and further data collected from other sources. Information on the processing of personal data by the Foundation can be found in Appendix 1 of the GTCs. This information may also be published in its updated form directly on the Foundation's website.

6. CODE OF CONDUCT

- 6.1. The Partner acknowledges that the Foundation applies high ethical standards in its work, in particular:
- considers the welfare of children and respect for the rights of children with whom he/she may come into contact in his/her work as a primary objective in everything he/she does,
 - provides a safe working environment, of which equality, inclusivity, a high work culture and mutual respect are an integral part,
 - adheres to the principle of zero tolerance of discriminatory behaviour and behaviour which bears the implication of mobbing and harassment, including sexual harassment,
 - does not tolerate fraud and corruption and requires employees and associates to act with integrity and protect the assets of the Foundation,
 - provides a safe, effective and accessible whistleblowing procedure.
- 6.2. The Partner declares that it has read the attached extract from the Foundation's policies and procedures and at the same time commits to observe and respect all of the following ethical standards when cooperating with the Foundation.

The partner undertakes to:

1. ENSURE THE PROTECTION OF CHILDREN

- prevent violence against children in the work environment and promote equal opportunities for all children,
- respect the rights of children and young people and do not discriminate against girls,
- protect all children and adults from sexual abuse and exploitation.

2. ENSURE PROFESSIONAL CONDUCT AND WORK ETHIC

- ensure that the individual conduct of the Partner or its employees does not contribute to tarnishing the reputation of the Foundation,
- uphold the principles of honesty, openness and fairness in their cooperation with the Foundation,
- refrain from engaging in the production, sale or export of arms to governments that violate human rights,
- promote environmental responsibility and sustainability, including reducing or eliminating waste of all kinds (through practices such as recycling and reusing materials) and using water and energy responsibly.

3. COUNTER CORRUPTION AND FINANCIAL FRAUD

- not engage in any form of bribery, not give, accept or demand any financial or personal advantages,
- implement measures to prevent the possibility of employees attempting to commit financial fraud,
- ensure that all suspected cases of fraud, nepotism and bribery can be reported immediately.

4. PREVENT CONFLICTS OF INTEREST

Inform the Board, and when it concerns a Board Member - the Foundation's Council, about taking up employment or rendering services, assuming functions in the management, control or executive bodies, performing the function of advisor, expert, lecturer, reviewer, intermediary, proxy, trustee, etc., regardless of the legal basis, form and manner of their execution, directly or indirectly, independently or in reliance, paid or unpaid - for the benefit of an institution, organisation or other natural or legal person, if they are associated with the Foundation if he/she is bound to the Foundation by any contract or other agreement, or seeks support from the Foundation's funds and/or any sponsor of the Foundation by any contract or other agreement, or seeks support from the Foundation's funds and/or any sponsor of the Foundation. In such a case, the Foundation Employee shall also be obliged to inform the aforementioned body of the amount of income he/she will receive, or has received, from such institution, organisation or other person for the aforementioned purposes (including speaking fees, other fees, as well as any other type of income received).

5. COUNTER TERRORISM AND FINANCIAL CRIME

- not employ, provide funds, economic assets or material support to any entity or person designated as a "terrorist" or any person carrying out "terrorist activities", as defined in relevant national legislation,
- not engage in money laundering and take reasonable steps to prevent involvement in any money laundering activities.

Furthermore, in the event that the Partner employs staff, collaborators or subcontractors, it undertakes to:

6. RESPECT HUMAN RIGHTS AND CREATE APPROPRIATE WORKING CONDITIONS

- do not employ children (persons under 18 years of age),
- not to engage in human trafficking and practices that lead to modern slavery and forced labour and work in inhumane conditions,
- create and maintain a working environment in which all employees are treated with dignity and respect, free from any form of violence and free from bullying, harassment and discrimination,
- provide employees and co-workers with equal opportunities and equal treatment, without discrimination on the grounds of race, colour, ethnic origin, gender, sexual orientation, age, religion, belief or political opinion,
- ensure that any concerns or suspicions about slavery, forced labour, human trafficking, unfair practices or inhumane working conditions can be reported immediately,
- ensure fair wages for all employees and pay them in a timely manner,
- comply with obligations under local law regarding social security contributions and tax payments,
- carry out activities in accordance with all laws applicable in the country to those activities.

7. ENSURE WORK SAFETY AND SECURITY

- ensure, as far as is reasonably practical, that the workplace, machinery, equipment and processes under their control are safe and do not endanger the health of workers,
- exercise due diligence to ensure that the Partner's and/or its employees' work product meets relevant national or international standards,

- develop, implement and maintain processes appropriate to its operations so as to eliminate the risk of counterfeit parts and materials being used in the production process,
 - ensure that any concerns or suspicions relating to work safety and security can be reported immediately.
- 6.3. The Partner declares that they have also familiarised themselves with the full content of the Foundation's policies listed below, which are annexed to these T&Cs:
- 6.3.1. Annex 1 - Information on Processing of Personal Data;
 - 6.3.2. Annex 2 - Code of Conduct for Keeping Children Safe;
 - 6.3.3. Annex 3 - Prevention of bullying, harassment and discrimination;
 - 6.3.4. Annex 4 - Reporting of irregularities;
 - 6.3.5. Annex 5 - Incident reporting;
 - 6.3.6. Annex 6 - Procedure for the prevention of the introduction of property of illegal or undisclosed origin into the financial market and for countering the financing of terrorism.
- 6.4. The Partner declares that they are aware of the provisions contained in the aforementioned procedures of the Foundation and, by signing a Contract with the Foundation, undertakes to comply with them or to comply with their own internal policies, which contain relevant provisions.

7. CONTRACTUAL PENALTIES

- 7.1. Contractual penalties shall apply insofar as they are included in the Contract between the Partner and the Foundation.

8. TERMINATION OF COOPERATION/ CANCELLATION AND TERMINATION OF CONTRACTS

8.1. COMMISSION CONTRACT

- 8.1.1. A commission or cooperation contract may be terminated at any time with one month's notice.
- 8.1.2. In the event of termination of the contract by the Partner, the Partner is liable for the damage caused to the Foundation.
- 8.1.3. For valid reasons, the Foundation may terminate the contract without notice, retaining the Partner's right to remuneration for the activities performed and accepted by the Foundation to date. Valid reasons include:
 - a. no contact with the Partner,
 - b. lack of progress in the execution of the contract,
 - c. execution of the contract not in compliance with the Foundation's guidelines,
 - d. breach of any of the provisions of the GTCs.

8.2. CONTRACT OF EMPLOYMENT

- 8.2.1. The Foundation and the Partner have the right to terminate the contract of employment within the period specified in the Labour Code.
- 8.2.2. The Foundation has the right to terminate the contract of employment without notice in the event of:
 - gross misconduct of the employee, in particular: gross negligence, wilful acts detrimental to the Foundation's interests and good name, unjustified refusal to comply with the employee's instructions, violation of the GTCs and of the Foundation's procedures,
 - the committing of an offence by the employee during the term of the contract of employment which makes it impossible to continue employing the employee in the position held, if the offence is manifest or has been ascertained by a final judgement,
 - the employee's culpable loss of the qualifications required to perform the work in the position held.
- 8.2.3. Termination of the contract shall be in writing and shall state the reason for termination.

8.3. CONTRACT FOR WORK

The Foundation shall have the right to terminate the Contract with immediate effect in the event that:

- 8.3.1. the Partner delays the commencement or completion of the work to such an extent that it is unlikely that the Partner will be able to complete it within the agreed time OR
- 8.3.2. the Partner performs the work in a defective manner or contrary to the contract - after having been requested to change the manner of performance and setting an appropriate time limit for this purpose OR
- 8.3.3. due to a defect discovered upon acceptance of the work OR
- 8.3.4. for other reasons specified in the regulations.

In the event of withdrawal from the contract, each party is obliged to return to the other what it has received from the other party. The Foundation may keep the elements of the work already completed, upon payment of a proportionate remuneration.

9. AMENDMENT OF THE GTCs

9.1. The Foundation may amend these GTCs. In such case, the Foundation is obliged to make the amended GTCs available to the Partner, in particular by making them available on the Foundation's website and informing the Partner of this fact. The amended GTCs are binding on the Parties if, within (one) month of making the amended GTCs available to the Partner, the Partner does not terminate the contract binding on the Parties.

10. FINAL PROVISIONS

- 10.1. All computer files submitted by the Partner in connection with the execution of the Contract shall be submitted in open formats, allowing them to be freely edited. As far as possible, these will be open source software formats.
- 10.2. Contracts concluded with the Foundation shall be governed by Polish law.
- 10.3. Any disputes that may arise between the Parties in connection with the Contracts shall be resolved by the Polish common courts having jurisdiction over the seat of the Foundation, unless specific provisions provide for a different jurisdiction.

ANNEXES TO THE GTCs

Annex 1 - Information on processing of personal data

1. Pursuant to the information duty contained in Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 the repeal of Directive 95/46/EC (OJ EU.L.2016.119.1) (General Data Protection Regulation; hereinafter GDPR), the Ordering Party hereby informs that the:
 - a. The Administrator of the Contractor's personal data is the School with Class Foundation, based in Warsaw at 19 Śniadeckich Street, e-mail: fundacja@szkolazklasa.org.pl.
 - b. Personal data shall only be processed for the purpose of fulfilling the contract between the Foundation and the Partner.
 - c. The Partner has the right to require the Administrator to access, rectify, erase or restrict processing of their personal data, the right to object to processing, and the right to data portability.
 - d. The Partner shall have the right to make a declaration to withdraw any consent given at any time. The withdrawal of consent shall not affect the lawfulness of processing carried out on the basis of consent before its withdrawal or the lawfulness of processing on the basis other than consent.
 - e. Personal data will be processed for a period not longer than necessary for the performance of the contract or the Foundation's legitimate purposes. After the period indicated above, personal data shall be deleted or anonymised.
 - f. Personal data will be forwarded only to the extent necessary to state and local government institutions entitled to request them on the basis of legal provisions or relevant agreements.
 - g. The Contractor shall have the right to lodge a complaint with a supervisory authority.
 - h. The Partner processes the personal data obtained from the Foundation under a separate authorisation issued by the School with Class Foundation pursuant to Article 29 of the GDPR.

Annex 2 - Code of conduct for keeping children safe

1. As an employee or associate of the School with a Class Foundation, you may have indirect, and on occasions direct, contact with children. The Foundation expects you to comply with this Code of Conduct for keeping children safe.
2. What do these basic terms mean?
 - Child - any person under the age of 18
 - Child Safeguarding - any action taken internally by the Foundation to ensure the safety of all children with whom we come into contact (directly or indirectly). The above includes all procedures and measures implemented to ensure that our contact with children does not result in harm to them.
 - Child abuse - is any action or inaction by individuals, institutions or society as a whole and any result of such action or inaction that impairs the equal rights and freedoms of children and/or interferes with their optimal development [according to D. G. Gill, after: niebieskalinia.info]. There are 4 types of violence against children: physical, emotional, sexual and neglect: niebieskalinia.info.
3. Who does the Code of Conduct apply to?

The Code of Conduct applies to any person who acts on behalf of the School with a Class Foundation in any capacity, including but not limited to employees, associates, volunteers, Council and Board members, as well as Partners, contractors and service providers.
4. We apply basic principles of conduct in our work:
 - In everything we do, our overriding objective is the welfare of the child and respect for children's rights.
 - All children have the same right to protection from harm, regardless of their origin, colour, age, gender or sexual orientation.
 - We all have the duty to respond in an appropriate manner when we have a suspicion that a child is at risk of harm or violence.
 - We treat all information confidentially and only share it without the consent of the person who provided it to us where the individual's right to privacy overrides the duty to protect children from harm.
5. The Board of the School with Class Foundation:
 - ensures the effective implementation of this policy and reviews it at regular intervals,
 - protects and ensures the confidentiality of anyone who reports a concern of a breach of this policy, in accordance with the *Foundation's Whistleblowing Policy (Appendix 4 of the GTCs)*,
 - deals with reports of concerns relating to the safety of children in a clear, transparent and timely manner.
6. Any person acting on behalf of the School with Class Foundation shall:
 - assess the risk of any activities undertaken by the Foundation adversely affecting children, consider potential risks and implement appropriate measures to minimise the occurrence of risks and ensure the safety of children,
 - behave in a way that does not put any child at risk of harm,
 - respond to concerns about children's exposure to harm and report this to appropriate services or individuals who can take appropriate action to keep children safe depending on the situation,
 - protect the personal data of the child obtained within the framework of the Foundation's programmes with utmost care, applying the principles included in the Foundation's data protection policy.
7. The Foundation does not interfere with systems of beliefs and values held by employees and associates in their private lives. However, actions taken by them outside working hours (both in and out of the office environment) that are perceived as contrary to this procedure may be considered a breach thereof.
8. How to report issues of child abuse?

Whenever there are concerns about the safety of a particular child, this should be reported to the relevant services.

It is important to remember that it is not the responsibility of a member of staff or associate of the Foundation

to determine whether there is in fact abuse or a threat to the safety of a child. However, it is your responsibility to respond if there are any concerns and report them.

- 1) If you have concerns about a child's safety that may endanger their life or health, contact 112 immediately and, once connected to the relevant service, report the matter.
- 2) If you have any concerns about a breach of this procedure, report it to the appropriate person designated by the Foundation, following the guidelines in *Appendix 4 of the GTCs - "Whistleblowing"*.

9. As a person acting on behalf of the School with Class Foundation, I declare that:

I shall always:

- Work in a way that expresses respect for the child and their rights. Put the welfare of the child first, before all other considerations.
- Treat all children with equal respect, without discrimination, regardless of gender, culture, background, age, religion, sexual orientation or other.
- Respond promptly to concerns about a child's safety and pass on information to the Foundation's Designated Person or relevant services, as appropriate, so that action can be taken to minimise the risk to the child's health and life.
- In my work, take into account the specific needs of the child, e.g. a disability, so as to provide the same level of protection as to other children.
- Maintain appropriate boundaries when interacting with children (this includes direct and indirect contact) so as not to expose them to any harm.
- Treat all data relating to children that I process or have access to in the course of my work (this includes the collection, storage and sharing of data) in compliance with security rules and in accordance with data protection legislation.
- Honestly and diligently abide by the School with Class Foundation's Code of Conduct for Keeping Children Safe.

I shall never:

- Mistreat children through actions that violate their dignity.
- Engage in any activity that may result in harm to the child.
- Engage in any activity of an erotic nature involving children (whether or not it involves physical contact with a child).
- Share images of children (photos, videos, stories) without proper consent in compliance with the law and this Code.
- Share images of children (photos, videos, stories) that may put them in danger or portray them in a way that violates their dignity.
- Engage in any form of child exploitation.
- Support or condone the child's participation in activities involving harm to anyone.

Violations of this Code of Conduct may result in disciplinary action.

Annex 3 - Prevention of bullying, harassment and discrimination

1. The Foundation creates a safe and inclusive working environment for all employees and associates. The Foundation expects all employees and associates to treat others with courtesy and respect, caring for the dignity of each person. The Foundation is committed to zero tolerance of discriminatory behaviour and harassment, including sexual harassment.
2. The Board:
 - ensures a safe working environment, of which equality, inclusivity and a high working culture will be an integral part,
 - ensures effective implementation of this policy and reviews it at regular intervals,
 - provides a safe, effective and accessible whistleblowing procedure as set out in *Appendix 4 of the GTCs - Whistleblowing*,
 - protects and ensures the confidentiality of anyone who reports a concern of a breach of this policy,
 - deals with reports of suspected or known breaches of this policy in a clear, transparent manner and without undue delay,
 - at all times actively promotes and supports appropriate standards of conduct in the workplace.
3. Staff and associates of the Foundation:
 - are aware of what bullying, harassment and discrimination is and is not, and know what forms these can take,
 - do not engage in any type of behaviour that bears the implication of bullying, harassment and discrimination,
 - report any potential violations of this policy using the procedure in *Appendix 4 of the GTCs - Whistleblowing*,
 - contribute to building a work environment free of harassment, bullying and discrimination.
4. For the purposes of this document, the following definitions are provided:

Inclusiveness: an action based on respect, support and appreciation for all male and female workers, taking into account their individual needs. Creating a working environment in which every employee, male and female co-worker can reach their full potential.

Harassment (bullying) is any type of behaviour, whether one-off or repeated, that is unwelcome to the recipient and offends, insults, humiliates or intimidates a person. The behaviour may be threatening, blackmailing. It may cause the recipient to feel stressed, anxious or frightened. Harassment (bullying):

- may concern the sexual sphere (sexual harassment), or
- is directed at an individual or group on the basis of: race, nationality, ethnicity, social origin, social status, poverty, marital status, disability, sexual orientation, age, colour, language, political opinion (or lack thereof), social conviction (or lack thereof), trade union activity (or lack thereof), religious conviction (or lack thereof).

Sexual harassment is any unacceptable conduct of a sexual nature or relating to the gender of an employee which has the purpose or effect of humiliating or degrading the employee. This conduct may consist of verbal, non-verbal or physical elements (article 18 [3a] of the Labour Code).

Mobbing is any action or behaviour concerning an employee or directed against an employee, consisting of persistent and prolonged harassment or intimidation of an employee, causing him/her to have a lower professional appraisal of his/her usefulness, reduced productivity, causing or intended to cause humiliation or ridicule of an employee, isolating him/her or eliminating him/her from the team of co-workers (Article 94[3] of the Labour Code).

Discrimination is a situation where a person, on the basis of sex, race, ethnic origin, nationality, religion, belief, worldview, disability, age or sexual orientation, is treated less favourably than another person would be treated in a comparable situation.

Annex 4 - Whistleblowing

1. For the purposes of this document, the following definitions are provided:

Whistleblowing - is the disclosure of information that relates to identified or suspected irregularities, unethical and/or illegal behaviour or actions, misconduct or activities that cause a safety risk in the workplace.

The actions in question may include (but are not limited to):

1) violation of the Foundation's internal policies and procedures, including (but not limited to):

- breach of the Foundation's code of ethics,
- breach of the Foundation's policy on keeping children safe,
- breach of the anti-money laundering policy,
- breach of the data protection policy,
- breach of the confidentiality provisions,

2) criminal offence or violation of Polish law,

3) acts which endanger the health or safety of any person,

4) conduct that may damage the reputation or financial well-being of the Foundation,

5) deliberate concealment of any of the above activities.

A **whistle-blower** is a person who reports a genuine suspicion related to any of the above described violations.

Incident report - a document completed and signed by the whistle-blower to report an incident.

Incident handlers (person of trust) - 3 persons, selected among the staff of the Foundation 1 time a year, by secret ballot. Incident handlers ensure transparency of the investigation.

Hearing committee - a committee made up of persons not directly or indirectly involved in the reported incident. In principle, the committee is composed of:

- at least 2 persons of trust,
- at least 1 Member of the Board of the Foundation.

If it is not possible to appoint any Board Member to the committee (e.g. the principle of impartiality cannot be fulfilled), the committee decides to appoint a member of the Council of the Foundation or another person of trust to its composition.

2. The purpose of this procedure is to:

- to create a secure, confidential environment that provides appropriate protection for all individuals who whistleblow irregularities in the operations and functioning of the Foundation,
- to encourage employees and associates of the Foundation to report suspected fraud or irregularities in accordance with the guidelines in this appendix as soon as possible,
- to encourage all those working with the Foundation to follow the guidelines in this chapter and to implement their own guidelines, which include adequate provisions.

3. This document shall be read and understood in conjunction with Annexes 1 to 6 to the General Terms and Conditions of Contracts.

4. Tasks and roles of the different individuals:

Staff and associates:

- report all reasonable suspicions of irregularities in the functioning of the Foundation and confirmed incidents, in accordance with the guidelines in this chapter,
- co-operate during any investigation of a reported incident, making available all relevant information.

Incident handlers:

- notify the Board Members of the incident report received,
- appoint a committee to investigate all the circumstances of the incident,
- ensure that the investigation process is transparent, fair and impartial.

Hearing committee:

- conducts a thorough, transparent investigation, clarifying all the circumstances of the reported incident,
- prepares a detailed statement of the outcome of the investigation and presents it to the victim of the incident, the perpetrator of the incident and the employer,
- prepares and presents to all Foundation staff a report on the work of the committee, including the conclusions of the investigation and the decisions taken in relation to the incident.

The Board of the Foundation:

- ensures effective implementation of the provisions of this chapter and reviews them at regular intervals,
- provides a safe, effective and accessible whistleblowing procedure,
- protects and ensures the confidentiality of anyone who reports a concern of a breach of the provisions of the Foundation's Code of Ethics and all other Foundation policies annexed to the Foundation's General Terms and Conditions,
- together with those persons selected by the Foundation Team (persons of trust), deals with reports of suspected or known breaches of the Foundation's internal procedures in a clear, transparent manner and without undue delay,
- at all times actively promotes and supports appropriate standards of conduct in the workplace.

5. Description of the whistleblowing process:

- 5.1. An employee who identifies an irregularity or has a viable suspicion of an irregularity must complete and sign the "*Incident Handling Report*" document (Appendix 5 to the GTCs) and deliver it within 24 hours to the Incident handlers (persons of trust) by email or in person.
- 5.2. Within 24 working hours of receiving the report, the person of trust shall notify the Foundation Board.
- 5.3. Within 5 days of receiving the incident report, an independent hearing committee shall be appointed to investigate the incident.
- 5.4. Within 2 months from the date of appointment, the hearing committee shall provide a detailed report of the findings of the committee to those identified as the victim of the incident, the perpetrator of the incident and the Employer.
- 5.5. Within 2 months of its appointment, the hearing committee shall circulate an investigation report to all Foundation staff, including information on the outcome of the investigation and the actions and decisions taken as a result of that outcome.

6. Description of the process for identifying Incident handlers (persons of trust):

- 6.1. Persons of trust, in the number of 3, are elected by the employees of the Foundation at general meetings convened once a year, at a time indicated by the Board of the Foundation, in a form of a secret ballot. The Foundation's employees are notified of the place and time of their holding in a customary manner (e-mail, information from their superiors) at least 14 days before the date of the general meeting.
- 6.2. The election of persons of trust shall be free, direct and shall be conducted from among candidates, proposed 14 days prior to the voting, after obtaining the written consent of the candidate for the person to be elected as a person of trust.
- 6.3. Candidates for election as persons of trust should be sent to the following e-mail address procedury@szkolazklasa.org.pl. Each employee may nominate one, two or three candidates.
- 6.4. The election of persons of trust shall be valid irrespective of the number of employees present at general staff meetings.
- 6.5. Rules for the election of persons of trust shall be regulated by a separate decision of the Board of the Foundation.
- 6.6. In the case of termination of co-operation with a person of trust before the expiry of the term for which they have been elected, a by-election is called by the Board of the Foundation. The mandate of a person of trust elected in a by-election ends 1 year after the previous election.

7. Description of the hearing committee selection and the investigation process:

- 7.1. The report is investigated by a hearing committee.
- 7.2. The committee is composed of:
 - at least 1 member of the Foundation's Board,
 - at least 2 persons of trust.

- 7.3. If it is not possible to appoint a Board Member to the committee (e.g. the principle of impartiality cannot be fulfilled), the committee decides to appoint a member of the Council of the Foundation or another person of trust to its composition.
 - 7.4. The hearing committee may invite an additional expert (e.g. a psychologist or lawyer) to participate in the investigation invited at the employer's expense).
 - 7.5. Membership of the hearing committee may not include an individual who:
 - has any involvement in the reported incident or who is suspected of such involvement,
 - has in the past been legally recognised as the perpetrator of mobbing,
 - is the immediate supervisor or an employee of the Foundation's organisational unit in which the employee identified in the report as the victim, alleged perpetrator or perpetrator of the incident is employed,
 - has been validly convicted of an intentional crime,
 - has been employed by the Foundation for less than 6 months.
 - 7.6. The hearing committee shall commence proceedings within 5 working days of the date of the incident being reported; the time limit for commencing proceedings may be extended only for reasons beyond the control of the persons making up the committee.
 - 7.7. Persons participating in the work of the hearing committee shall be bound to secrecy regarding all facts learned in the course of its work.
 - 7.8. The hearing committee may adopt detailed rules of procedure for its proceedings.
 - 7.9. The Hearing Committee shall conduct the proceedings on the basis of generally applicable provisions of labour law. The Commission may hear the testimony of witnesses requested by the participants in the proceedings or appointed on the Commission's initiative; in the course of the proceedings, the Commission shall endeavour to clarify all elements of the facts and make its recommendations impartially, having first heard the explanations of all persons affected by the proceedings.
8. Description of the process for presenting the results of the committee's work:
- 8.1. The decision of the committee, together with a detailed statement of reasons, shall be delivered to the person named in the report as the victim of the incident, the person named in the report as the perpetrator of the incident, and the employer.
 - 8.2. A report on the committee's activities shall then be presented to all Foundation staff.
 - 8.3. The recommendations of the hearing committee may be the basis for the employer's use of legal remedies as indicated in labour law, which does not exclude further legal protection available to the victim of the incident.

Annex 5 - Incident report

Name of organisation	School with Class Foundation
Date and hour of incident*	
Place of incident*	
Person reporting	[full name, position]
Date of reporting**	

* An incident is defined as a phenomenon that disrupts or negatively affects normal operations. It can cause consequences for the organisation, employees, partners, project participants (beneficiaries), project activities, including damage to property and to the reputation of the organisation and people, and risks to the health and lives of people.

** The date of reporting should be within a maximum of 24 hours of noticing the incident.

1. Reporting status

This report concerns (insert 'x' in the appropriate place):

- suspicion of an incident;
 confirmed incident.

2. Type of event (insert 'x' in the appropriate place)::

[x]	
	Violation of the Safeguarding Children procedure
	Violation of the anti-mobbing or anti-discrimination policy
	Violation of the procedure to prevent the introduction of financial assets from illegal or undisclosed sources and to prevent the financing of terrorism
	Violation of the personal data protection policy
	Breach of confidentiality rules
	Theft/material damage
	Breach resulting in a threat to the safety of employees, colleagues and/or third parties
	Breach affecting the reputation of the organisation and/or individuals
	Other (enter which):

3. Impact of the event on different groups of people (insert 'x' in the appropriate place):

[x]	
	Project participants/beneficiaries
	Local community

	Employees and collaborators of the Foundation
	Others (type which):

4. Impact of the event on the Foundation's assets (insert 'x' in the appropriate place):

<input checked="" type="checkbox"/>	
	Loss/destruction of tangible assets of value: PLN
	Financial loss with a value of : PLN

5. Has the incident been reported to the relevant services* [x].?

<input type="checkbox"/>	yes
<input checked="" type="checkbox"/>	no

* Police, Fire Department, Municipal Police, Emergency Medical services, etc.

6. Details of the event

7. List of all persons involved in the incident

Name	Victim (V), Witness (W), Child (C), Alleged Perpetrator (AP.), Other (P)	Position (e.g. employee, colleague, partner, programme participant, local community member, other)

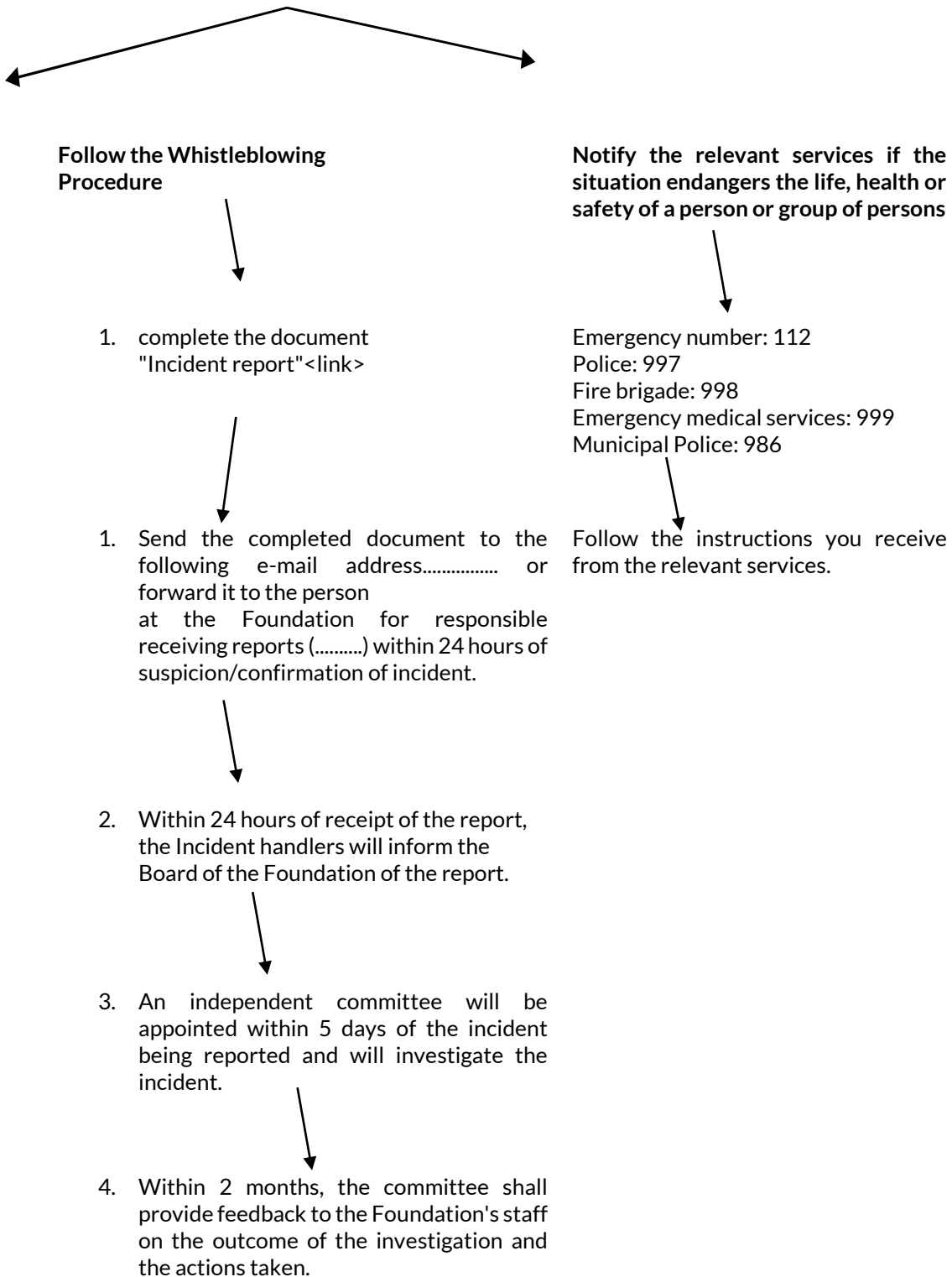
.....
(date of report)

.....
(signature of person reporting)

8. Trail of action

Reporting an incident

In the event of an incident or concerns about an incident occurring:



9. Investigation report and description of actions taken

Date of report:

Signatures of committee members:

.....
(Full name)

.....
(signature)

.....
(Full name)

.....
(signature)

.....
(Full name)

.....
(signature)

Annex 6 - Procedure for the prevention of the introduction of assets from illegal or undisclosed sources into financial transactions and for countering the financing of terrorism

The formal and legal basis for the introduction of the procedure is the Act of 16 November 2000, as amended, on counteracting the introduction of assets originating from illegal or undisclosed sources into financial transactions and counteracting the financing of terrorism (Journal of Laws of 2003, No. 153, item 1505, as amended).

Current definitions from the Act (Article 2):

- **transaction** - means deposits and withdrawals in cash or in a non-cash form, including transfers between different accounts belonging to the same account holder, with the exception of transfers to term deposit accounts, as well as incoming transfers from abroad, currency exchange, the transfer of ownership or possession of financial assets, including the placing on consignment or pledge of such assets and the transfer of financial assets between accounts held with the same customer, the conversion of receivables into shares or stocks, whether carried out in one's own name or in the name of another person, for one's own or another person's account;
 - **assets** - shall be understood as means of payment, financial instruments as defined in Article 2, section 1 of the Act on Trading in Financial Instruments of 29 July 2005, as well as other securities or foreign exchange values, property rights, movables and real estate;
 - **suspension of transactions** - shall be understood as a temporary restriction of disposal and use of property values, consisting in prevention of execution of a specific transaction by an obliged institution;
 - **introduction of financial assets from illegal or undisclosed sources** - means intentional conduct consisting of:
 - the conversion or transfer of assets deriving from criminal activity or from participation in such activity, for the purpose of concealing or disguising the unlawful origin of those assets or of assisting a person who engages in such activity to evade the legal consequences of his/her actions,
 - the concealment or disguise of the true nature, source, location, movement or rights in respect of property derived from criminal activities or participation in such activities,
 - the acquisition, possession or use of property of criminal origin or participation in criminal activities,
 - complicity, attempt, aiding or abetting, in cases of conduct referred to in points a to c
- also if the activities in the course of which the assets involved in the financial marketing of illicit or undisclosed origin were obtained were carried out on the territory of another State.

In order to prevent the introduction into financial transactions of assets from illegal or undisclosed sources, rules are established for the execution and control of financial transactions carried out by the Foundation on behalf of other entities.

1. The Foundation carries out its obligations in its own name. The assets and income of the Foundation are intended solely for the purpose of achieving the statutory objectives set out in the Foundation's Statutes and to cover the necessary costs of the Foundation's activities and maintenance.
2. The Foundation shall not accept instructions where there is a reasonable suspicion that a financial transaction ordered to the Foundation is intended to introduce assets of illegal or undisclosed sources. The Foundation shall immediately notify the General Inspector of Financial Information in writing of this fact.
3. Financial transactions that are not the result of instructions and orders from other entities are not subject to registration for the purpose of providing information to the General Inspector of Financial Information.
4. The Foundation will register customer instructions or orders accepted by the Foundation to carry out a transaction, the value of which exceeds the equivalent of EUR 15,000 according to the average exchange rate of the National Bank of Poland on the day of the transaction, whether the transaction is carried out as a single operation or as part of several operations, if the circumstances indicate that they are related. Data from the records of transactions will be sent or transferred using electronic information carriers to the General Inspector immediately, but no later than within 7 days from the day of the transaction.
5. In order to comply with the registration obligation, the Foundation will identify the parties ordering the transaction, whenever a written or oral instruction (order) is made. The identification in question shall include:
 - a. in the case of natural persons and their representatives - establishing and recording the features of a document which, under separate regulations, confirms identity, or of a passport, as well as name, surname, parents' names, date and place of birth, citizenship and address of the person conducting

- the transaction and the person on whose behalf and for whose benefit the transaction is conducted, and Personal Identification Number (PESEL),
- b. in the case of legal persons, recording up-to-date data from a court register extract or other document indicating the legal person's organisational form, registered office and its address as well as an up-to-date document confirming the authority of the person executing the transaction to represent that legal person and data concerning the representing person,
 - c. for unincorporated entities - recording data from a document indicating the form of organisation and the address of its seat, and a document confirming the powers of the persons conducting the transaction to represent the entity, and data concerning the representing person.
6. Identification will also apply to the beneficiaries of the transaction and will include establishing and recording their identity and address.
 7. The Foundation will analyse an accepted customer instruction or order to execute a transaction, the circumstances of which indicate that assets may be derived from illegal or undisclosed sources and will record such a transaction, regardless of its value and nature.
 8. In the event of receiving an instruction or order to carry out a transaction, or an intention to carry out a transaction, in respect of which there is a reasonable suspicion that it may be connected with committing an offence referred to in Article 299 of the Criminal Code, the Foundation will promptly notify the Inspector General in writing, providing all the data in its possession as set out in the law (Article 12), together with an indication of the grounds for stopping the transaction or blocking the account, and indicate the expected date of its execution.
 9. The Foundation will familiarise and train its employees in relation to the applicable Act and its internal procedures to prevent the introduction of financial assets from illegal or undisclosed sources or the financing of terrorism, which in particular relate to the fulfilment of the obligation to identify the customer and to store the information covered by this identification; it will also ensure the participation of its employees in training programmes on the identification of transactions that may be related to an offence referred to in Article 299 of the Criminal Code, and will designate the persons responsible for the fulfilment of the obligations set out in the Act.
 10. The information covered by the identification will be kept for a period of 5 years, starting from the first day of the year following the year in which the last record relating to a transaction was made.
 11. In the event of the liquidation of the Foundation, the provisions of Article 76 of the Accounting Act shall apply to the retention of records and documentation.
 12. The person responsible for the observance, control, updating of the procedure in accordance with the law in force, the obligation to register and the transmission of information to the General Inspector of Financial Information, in accordance with the above rules, is an employee designated by the Board of the Foundation.