

Annex 1 – Standard Contractual Clauses (Controller to Controller)

(Based on EU Commission Implementing Decision (EU) 2021/914)

Parties

Data Exporter (EU Controller):

RECONNECT – Piotr Janicki
ul. Cystersów 13/3, 31-553 Kraków, Poland
REGON: 280104580, NIP: PL7393539247
Email: embeddedjobs@embeddedjobs.online
Website: <https://embeddedjobs.online>

Data Importer (Non-EU Controller):

[Employer Name / Company Name]
Address: [Company Address, City, Country]
Email: [Company Email]
Website: [Company Website]

Clause 1 – Purpose and Scope

These Standard Contractual Clauses (“Clauses”) apply to the transfer of personal data from the Data Exporter to the Data Importer for the purpose of enabling the processing of job applications submitted through EmbeddedJobs.online.

Both parties act as independent controllers under Article 4(7) of the GDPR.

Clause 2 – Description of the Transfer

Categories of Data Subjects: Job candidates applying for roles via EmbeddedJobs.online.

Categories of Personal Data: Identification and contact details (name, address, phone, email), education, work experience, qualifications, and any additional information provided in CVs, cover letters, or supporting documents.

Purpose of the Transfer: To allow the Data Importer (employer) to assess and contact candidates for employment opportunities.

Retention Period: Data shall be retained only for as long as necessary to complete the recruitment process and, in any event, no longer than two (2) years, unless legal obligations require longer retention.

Clause 3 – Data Protection Principles

Both parties agree to process data lawfully, fairly, and transparently; use personal data solely for the purposes described above; implement appropriate technical and organizational measures; and respect the rights of data subjects.

Clause 4 – Onward Transfers

The Data Importer shall not disclose or transfer personal data received from the Data Exporter to any third party or another country without prior written consent of the Data Exporter and ensuring equivalent safeguards.

Clause 5 – Security and Confidentiality

The Data Importer shall apply measures such as secure access controls, encryption, pseudonymization, staff training, and confidentiality agreements.

Clause 6 – Rights of Data Subjects

Data subjects may exercise their rights directly with either party. If a data subject contacts one party, it shall promptly forward the request to the other party if necessary.

Clause 7 – Supervisory Authority

The competent supervisory authority for the Data Exporter is: President of the Personal Data Protection Office (UODO), ul. Stawki 2, 00-193 Warsaw, Poland. Website: <https://uodo.gov.pl>

Clause 8 – Liability and Indemnification

Each party is liable for damages caused by any violation of these Clauses.

Clause 9 – Governing Law and Jurisdiction

These Clauses are governed by the laws of Poland, and disputes shall be subject to the jurisdiction of the courts in Kraków, Poland.

Clause 10 – Termination

If either party breaches these Clauses, the other may suspend or terminate data transfers until compliance is restored.

Clause 11 – Final Provisions

These Clauses are binding upon both parties from the date of signature and form an integral part of the Terms and Conditions of EmbeddedJobs.online.

Signatures

For the Data Exporter (EU Controller):

Name: Piotr Janicki

Title: Owner, RECONNECT – EmbeddedJobs.online

Signature: _____

Date: _____

For the Data Importer (Non-EU Controller):

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____

Annex I – Technical and Organizational Measures

- Secure HTTPS protocol and SSL encryption
- Encrypted storage and regular backup of candidate data
- Role-based access and authentication for employers
- Logging and monitoring of data access
- Procedures for data deletion after recruitment completion