



POLSKA
ORGANIZACJA
TURYSTYCZNA

Case no.: 86/4/2019/MW

OPEN TENDER COMPETITION ANNOUNCEMENT

Subject:

**Creating a design of the Polish National Stand and implementing the design at the
IMTM 2020 in Tel Aviv.**

Warsaw, 12 December 2019

ul. Chałubińskiego 8, 00-613 Warszawa, Polska

tel. +48 (22) 536 70 70, fax. +48 22 536 70 04, e-mail: pot@pot.gov.pl

Zagraniczne Ośrodki Polskiej Organizacji Turystycznej:

Amsterdam, Berlin, Bruksela, Kijów, Londyn, Madryt, Moskwa, Nowy Jork, Paryż, Pekin, Rzym, Sztokholm, Tokio, Wiedeń.

portale: www.pot.gov.pl; www.polska.travel; www.poland-convention.pl; www.aktualnosciturystyczne.pl; www.edenpolska.pl;
www.pieknywschod.pl; www.ppr.pot.gov.pl; www.zarabiajnaturystyce.pl; www.polskapodajdalej.pl

1. THE (COMPANY) AND THE ADDRESS OF THE CONTRACTING AUTHORITY.

Polish Tourism Organisation (PTO)
8 Chalubinskiego, 00-613 Warsaw
Fax: +48 22 536 70 04
Website: www.pot.gov.pl
Email: pot@pot.gov.pl

2. AGREEMENT AWARD PROCEDURE.

- 1) The procedure is conducted in a manner of an open tender, on the grounds of internal regulations of the Polish Tourism Organisation, in accordance with the law described in this document.
- 2) The Contracting authority informs that this is an open tender procedure and each Contractor may submit an offer. Moreover:
 - a. the procedure is not conducted on the grounds of the Public Procurement Law Act of January 29, 2004 (Journal of Laws from 2019, item 1843, as amended),
 - b. the offer selection announcement does not mean acceptance of the offer;
 - c. the Contracting Authority reserves the right to:
 - cancel the procedure, invalidate it in whole or in part at any time,
 - close the procedure without selecting an offer,
 - change the dates set in the advertisement,
 - request detailed information and explanations from Contractor at every stage of the procedure;
 - d. in case that the Contracting authority use any of the rights indicated in item c. Contractor shall not be entitled to any claims for participation in this open tender.

3. THE SUBJECT MATTER OF THE OPEN TENDER ANNOUNCEMENT.

The subject matter of the Agreement is creating a design of the 80 square meters Polish National Stand and implementing the design at the IMTM 2020 in Tel Aviv during 11-12 February 2020. Creating a design of the stand is meant here as performing an own graphical project which will include necessary elements of the design specified in the Appendix No. 2 to the TOR. Implementing the design of the Polish National Stand is meant here as its assembly, disassembly and maintenance during IMTM.

4. PERFORMANCE DATE OF THE AGREEMENT.

At the day of entering into the Agreement until 12 February 2020.

5. CONDITIONS FOR THE PARTICIPATION IN THE AGREEMENT.

The Contractors that may participate in the proceedings must meet the following requirements:

- 1) Have the necessary skills and eligibility to conduct specific professional activities, shall this result from separate regulations;
- 2) Have the technical or professional ability; in order to confirm meeting the requirement the Contractor shall prove that in the last 3 years before the deadline of submitting offers, or, if conducting business for a shorter period - in that period - properly performed at least 3 (in words: three) services that involved implementing design at stands of at least 60 square meters area each, performed under separate agreements. Contractors, when submitting an offer, should submit the relevant list of services (in accordance with Annex 3) together with the space of the job, object, date of performance and contractor's name. The Contractor should also attach documents confirming of whether these services have been performed properly (references or other documents issued by the contracting authority for which the services were provided). If for a reasonable cause the Contractor is unable to obtain these documents - a statement will be accepted.
- 3) will submit a valid offer within the time limit set for submitting offers. The offer should be submitted on the Offer Form (template in Annex 2). The offer should be accompanied by a preliminary stand design concept, which will be the basis for the examination of all offers.
- 4) The Contractor shall provide the gross price in USD together with VAT tax. In case an offer is submitted by a private person who does not conduct any business activity, the offer price shall be the Contractor's remuneration. In this case the price must include all costs and taxes including the costs of social security.
- 5) Is in a financial and economic condition that ensures proper and timely execution of the tender.

The Contracting Authority will check if Contractors meet all requirements and conditions for participation in the procedure on the basis of the documents and statements submitted by the Contractors, as referred to in point 5, in satisfying/no satisfying basis.

6. TIME FOR THE SUBMISSION OF TENDER OFFERS

- 1) The deadline for the submission of tender offers expires on 30 December 2019, at 12:00 noon. Offers submitted after this date and hour will not be accepted. It is allowed to submit only one offer in writing to the address: Polska Organizacja Turystyczna, ul. Chałubińskiego 8, 00-613 Warsaw or in electronic version to the email address: marzena.witkowska@pot.gov.pl
- 2) The offer should be submitted in Polish or in English.
- 3) The Contractor's full offer must consists completed Tender Form (Annex 2) together with the stand design concept (visual version), List of services (Annex 3). If the

Contractor does not attach the references, then the Contracting authority will call the Contractor, whose offer was highest rated, to submit them by the set date.

- 4) At each stage of the proceedings, the contracting authority may request to confirm that the services specified in the List of Services (Annex 3) have been properly performed. These documents must clearly confirm that the condition mentioned in point 5.2 has been fully fulfilled.
- 5) The Contracting authority may ask the Contractor to explain or complete an offer. If the Contractor will not respond to such a call or does not sufficiently respond his offer will not be considered.

7. DESCRIPTION OF THE CRITERION WHICH THE CONTRACTING AUTHORITY SHALL USE IN SELECTING A TENDER OFFER

1. The Contracting authority shall evaluate submitted tender offers using the criteria below:

| No. | Criterion | Weight |
|-----|-------------------------------------|--------|
| 1. | Price | 60% |
| 2. | Initial design project of the stand | 40% |

- 1) **"Price" criterion (P) - weight 60%.** The points for the "price" criterion shall be calculated as follows:

$$P = P_{\min}/P_o \times 60 \text{ pts}$$

where:

P – the amount of points given for the "price" criterion;

P_{min} - the lowest priced offer from all of the valid and eligible offers;

P_o – the price of the currently evaluated offer;

In the "price" criterion an offer may receive a maximum of 60 points.

- 2) **Initial design project of the stand - weight 40%.** The Contracting authority shall rate offers in this criterion in accordance with a coloured, digital stand design included with the offer along with a visualisation. Projects are to be presented on paper. The Contractor is obliged to show such angles of the stand, as to allow the Contracting authority to rate the project in accordance with the points listed in this criterion, at least including views from the top of the stand and one of its sides. The Contracting authority demands that the design of the stand contains at least the

elements specified in the Appendix No. 2 to the TOR: exhibitor's counters, main counter of the stand, graphics – large scale printouts, upper fascia, frame of the stand. In the case of the Contractor not including any of the elements specified in the Appendix No. 2 to the TOR, Contractor's offer shall be rejected due to being non-compliant with the contents of the TOR. Similarly, in the case of the Contractor not including in the project any of the areas specified by the Contracting authority, that is, exhibition area, meeting area or social-storage area, Contractor's offer shall be rejected due to being non-compliant with the contents of the TOR.

In this criterion the Contracting authority will rate the offer as follows:

| | |
|-------------------------------|---|
| Equipment | An offer shall receive 10 points if the project of the stand includes all necessary elements of the design of the stand (exhibitor's counters, main counter of the stand, graphic – large scale printouts, upper fascia of the stand, storage), as well as all other elements of the stand, that is, suspensions, furniture and multimedia; |
| | An offer shall receive 5 points if the project of the stand includes all necessary elements of the design of the stand (exhibitor's counters, main counter of the stand, graphic – large scale printouts, upper fascia of the stand, storage), as well as some of the other elements of the stand, that is, furniture and multimedia; |
| | An offer shall receive 0 points if the project of the stand only includes all necessary elements of the design of the stand (exhibitor's counters, main counter of the stand, graphic – large scale printouts, upper fascia of the stand, storage); |
| Arrangement | An offer shall receive 20 points if the style of the design is spacious and unified, with the distribution of the elements allowing for unhampered movement; elements shall be set functionally and effectively, at the same time using the space of the stand to the maximum; |
| | An offer shall receive 10 points if the distribution of the elements allows for unhampered movement; |
| | An offer shall receive 0 points if the style of the design is not spacious and unified, with the distribution of the elements not allowing for unhampered movement; |
| Aesthetic design of the stand | An offer shall receive 10 points if the materials used for the design of the stand are true in their looks and quality to the graphical project (Appendix No. 2 to the open tender) |
| | An offer shall receive 5 points if the materials used for the design of the stand are true in their looks to the graphical project (Appendix No. 2 to the open tender) |
| | An offer shall receive 0 points if the materials used for the design of the stand are not true in their looks and quality to the graphical project (Appendix No. 2 to the open tender) |

In the "Initial design project of the stand" criterion an offer may receive a maximum of 40 points.

The points shall be awarded by the members of the tender committee, the appointed organisational unit, according to the subject matter of the contract, in compliance with the regulations specified above. The amount of points awarded by the members of the tender committee evaluating using this criterion shall be added up, and then divided by the amount of the members of the evaluating committee.

2. The calculations shall be carried out with an accuracy up to two decimal places, with the third decimal place values from 0 to 5 rounded down, and from 6 to 9 rounded up.
3. The most favourable offer shall be the tender offer which receives the highest amount of points after adding up all of the points from all of the criteria.
4. During the process of investigating and evaluating tender offers the Contracting authority is authorised to demand clarification regarding content of tender offers from Contractors.

8. DESCRIPTION OF PREPARING TENDER OFFERS.

- 1) The Contractor has the right to submit only one offer. Where, if the Contractor submits more than one offer, all of the offers shall be excluded.
- 2) The Contractor shall maintain his tender offer for a period of 30 days.
- 3) Above-mentioned period starts at the expiration of the deadline for the submission of tender offers.
- 4) A person/persons signing the tender offer must be authorised to enter into obligations in the amount corresponding to the price of the tender offer in compliance with an entry in the appropriate registry.

9. Appendices:

| | |
|----------------|--|
| Appendix No. 1 | Description of the subject matter of the Agreement |
| Appendix No. 2 | Tender offer |
| Appendix No. 3 | List of services |
| Appendix No. 4 | Provisions of the Agreement |

Appendix No. 1**Description of the subject matter of the Agreement**

The subject matter of the Agreement is creating a design of the 80 square meters Polish National Stand and implementing the design at the IMTM 2020 in Tel Aviv.

Creating a design of the stand is meant here as performing an own graphical project of the stand which will include necessary elements of the design specified in the Appendix No. 2 to these tender.

Implementing the design of the Polish National Stand is meant here as its assembly, disassembly and maintenance during IMTM.

The design shall take into consideration:

| | |
|---------------------------------------|---|
| The area of the Polish National Stand | 80 square metres |
| Type of stand | Island, accessible from 4 sides. |
| Design | "Poland" sign in Hebrew, red and 3D, Polish Tourism Organisation logo in 3D, #visitpoland, www.polin.travel website address, a logo of appropriate Ministry, exhibitors' logos, pictures on the walls of the stand. The whole design shall be delivered by the Polish Tourism Organisation within the deadline specified by the Contractor. |
| Suspensions | "POLIN" sign – large, red, 3D letters made of light material (e.g. polystyrene) located on a metal truss. Suspension shall be done using ceiling steel. |
| Furniture and counters for exhibitors | Minimum 15 and maximum 20 counters for exhibitors, located at the outline of the stand. Counters with one shelf inside, lockable with a key. Minimum 15 and maximum 20 bar stools. Minimum 4 and maximum 8 coffee tables + minimum 12 and maximum 24 chairs. 2 small and 2 large trash cans. Final quantities of furniture shall be approved after finalising the list of exhibitors, within time period specified by the Contractor. |

| | |
|------------|---|
| Storage | Approximate area is about 15-20 square meters. Storage shall be equipped with lockable door, shelves and racks for folders, hangers for clothes and a small mirror. |
| Multimedia | TV screen built into one of the walls of the stand, approximately 1x1,5 meters in size (75”). |

Necessary elements of the stand include:

1. Exhibitor's counters – veneer plywood or painted MDF – a printout on a self-adhesive film coloured oak or ash-tree, plexiglass (clear or frosted) plate with Exhibitor's name, plate with logos (printed on PCV or a vinyl sticker) on a steel profile or equivalent. Access to electricity at each counter.
2. Main stand counter - veneer plywood or painted MDF – a printout on a self-adhesive film coloured oak or ash-tree, plexiglass (clear or frosted) plate with Exhibitor's name, plate with logos (printed on PCV or a vinyl sticker) on a steel profile or equivalent. Access to electricity at each counter. LED lighting is not required.
3. Graphic (large scale printouts) – min. 4 pieces of lightboxes (illuminated inside the box).
4. Upper fascia of the stand – light construction made from wood or MDF, meeting safety regulations, smooth, white face – 4 pieces (one for each side of the stand).
5. Storage room.

Responsibilities of the Contractor implementing the design of the Polish National Stand include:

1. Creating the initial design project of the Polish National Stand with the necessary elements of design in mind (tender phase) and preparing a full project along with representations and visualisations of each side of the stand (agreement performance phase).
2. Preparing a graphic of the stand (large scale graphic and other, that is, general logos, exhibitors' logos).
3. Implementing the design of the stand according to the drafted design of the Polish National Stand, with all the necessary design elements in mind. Materials used for implementing the design of the stand may be substituted for similar and more economical materials, as long as they do not greatly reduce the quality of the stand. All design and equipment elements shall be clean, without scratches or wear and tear.

4. Submitting full technical documentation of the stand required by the fair organiser (in English or Hebrew) and confirming the design of the stand in the office of the fair organiser.
5. Supervising the implementation of the design of the Polish National Stand, as well as constant technical supervision during operation. The Contractor shall ensure the performance of all devices included in the equipment of the stand, as well as undertakes to immediately resolve any issues and problems occurring during the fair – technical service shall be at the spot in under 30 minutes from receiving a call regarding an issue.
6. Transport, assembly and disassembly of the Polish National Stand in compliance with the requirements of the fair organisers as well as removing all elements of the design of the stand after the end of the fair. The requirement for implementing the design of the stand by the Contractor is the approval of the final version of the project by the Contracting authority not later than 10 days before the start of the fair.
7. Everyday cleaning of the Polish National Stand, after it being closed for visitors (organisers will provide the service of cleaning the open areas of the stand – floor).
8. Supplying the stand with the following devices and products: water dispenser with cooling and heating function along with 19 L bottles (maximum 4 bottles for the whole fair duration), maximum 350 disposable plastic cups for beverages, juice (different flavours) – maximum 20 L, snacks – various little cookies (maximum 3 kg), dried fruit, nuts and salty snacks (maximum 4 kg), plastic bowls and plates for serving snacks (various sizes (maximum 10 pcs), napkins (maximum 5 boxes), cleaning wipes (2 boxes).

Additional information regarding the subject matter of the Agreement:

1. Polish Tourism Organisation is the organiser of the Polish National Stand.
2. IMTM fair is held 11-12 February 2020.
3. Booking and paying the charge for the exhibition area of the Polish Stand as well as any fees associated with the media provided to the stand are Contracting authority's responsibility.

Appendices to the description of the subject matter of the Agreement are:

1. The plan of the exhibition hall with the Polish National Stand area marked.
2. The project required for implementing the design of the Polish National Stand.

Appendix No. 2

**The Contracting authority:
Polish Tourism Organisation
ul. 8 Chalubinskiego
00-613 Warsaw**

Tender offer

The name and the address of the entity submitting offer:

.....

NIP (VAT Identification Number) REGON (Business Registration Number):

Address for correspondence, to which the Contracting authority shall send any mail:

.....

Person designated as a contact with the Contracting authority:

.....

Phone:

Fax:

email.....

In response to the open tender announcement we submit this offer regarding **Creating a design of the Polish National Stand and implementing the design at the IMTM 2020 in Tel Aviv, case No. 86/4/2019/MW**

1. Gross offer price.....USD

(In words:)

The Contractor is obliged to attach an initial design project of the stand to the offer.

If we award the contract, we undertake to conclude the contract at the place and time indicated by the Contracting authority.

2. The appendices constituting this Agreement's integral part:

- 1)
- 2)
- 3)
- 4)

.....
(date, name, surname and signature)
of the authorised Contractor's representative)

Appendix No. 3**LIST OF SERVICES**

| No. | The name and the address of the recipient of the contract | The date of the performance of services (dd/mm/yyyy - dd/mm/yyyy) | Subject matter - the name and a short description of the service | Useful area of the stand | Type of the experience (own, subcontractor's, another entity's) |
|--|---|---|--|--------------------------|---|
| In the last 3 years before the deadline of submitting offers, or, if conducting business for a shorter period – in that period – properly performed at least 3 (in words: three) services that involved implementing design at stands of at least 60 square meters area each, performed under separate agreements. | | | | | |
| 1. | | from to | | | |
| 2 | | from to | | | |
| 3 | | from..... to | | | |

.....
(date, name, surname and signature of the authorised representative of the Contractor)

Appendix No. 4

Provisions of the Agreement

The Agreement shall be concluded on the basis of the article 4.8 of the Public Procurement Law of January 29 2004, after the procedure of an open tender competition announcement.

§ 1

The subject matter of the Agreement is creating a design of the 80 square meters Polish National Stand and implementing the design of the stand (hereinafter referred to as: "Stand") at the IMTM 2020 in Tel Aviv.

IMTM fair is held on 11-12 February 2020.

§ 2

1. For the performance of the subject matter of the Agreement, the Contractor undertakes to:
 - a. create an architectural-graphic project of the Stand,
 - b. create all elements of the Stand,
 - c. transport all elements of the Stand to the fair area,
 - d. assembly and disassembly the Stand at the fair area,
 - e. technically supervise the Stand during the fair,
 - f. supply the stand with groceries.
2. Detailed scope of the services provided due to the subject matter of the Agreement is specified in the detailed description of the subject matter of the Agreement, constituting Appendix No. 1 to this Agreement.
3. Detailed project design of the Polish National Stand constitutes Appendix No. 2 to this Agreement.
4. The Contractor undertakes to perform the subject matter of the Agreement in compliance with the project confirmed by the Contracting authority.
5. The Contractor is obliged to create detailed technical drawings of the Stand in close cooperation with the Contracting authority, necessary to be approved by the fair organisers (if such are required) and to acquire all necessary consents from the fair organiser.

- 6 The Contractor undertakes to perform the subject matter of the Agreement without violating third party rights.
7. The Contractor is obliged to abide by the rules of the fair organisers during the assembly.

§ 3

1. Collection of the assembly work and transferring the Stand for usage by the Contracting authority shall be done on 11 February 2020 at 9:00, on the basis of the acceptance protocol signed by the representatives of each Parties.
2. The Contractor is responsible for timely performance of the subject matter of the Agreement.
3. For performing the subject matter of the Agreement, the Contractor is entitled to gross remuneration: USD (in words.....), which, at the day of signing into the Agreement, is equal to PLN (in words:) in accordance with the average exchange rates declared by NBP, Table No. from
4. The above-mentioned remuneration includes total and maximum remuneration provided to the Contractor for performing the subject matter of the Agreement.
5. The remuneration specified in the paragraph 3 shall be payable after the representatives of each of the Parties sign the protocol mentioned in the paragraph 1, after the proper performance of the Agreement, on the basis of the invoice issued by the Contractor after the fair.
6. In the case of not implementing the design of the Stand in compliance with the Appendix No. 1 and Appendix No. 2, the Contracting authority may withdraw from the Agreement, without providing an additional deadline. In such case, the Contracting authority shall not cover the costs of performing the Agreement incurred by the Contractor.
7. In the case of inappropriate performance of the responsibilities arising from the Agreement, the Contracting authority shall have the right to demand from the Contractor a payment of a contractual penalty in the amount of 20% of the remuneration specified in § 3 paragraph 3 of this Agreement, charged individually for every case of inappropriate performance of the Agreement responsibilities by the Contractor.
8. In the case of not implementing the design of the Stand specified in the paragraph 6 above, due to Contractor's own reasons, the Contracting authority, other than having the right to withdraw from the Agreement, shall have the right to demand from the Contractor a payment of a contractual penalty in the amount of 70% of the remuneration specified in § 3 paragraph 3 of the Agreement.

9. In the event of the Contracting authority incurring damages exceeding the amount of specified contractual penalties, the Contracting authority shall have the right to claim additional compensation in accordance with general principles.
10. In the event of finding repairable flaws in the design of the Stand, the Contracting authority shall have the right to demand their immediate removal.
11. In the event of finding unrepairable flaws, the Contracting authority shall have the right to lower the remuneration or withdraw from the Agreement.

§ 4

1. The Contractor, on the day of providing the Contracting authority with a design project of the Stand, grants the Contracting authority, as part of the remuneration specified in § 3 paragraph 3 of the Agreement, an exclusive license for the design project of the Stand (hereinafter referred to as "Project"), on the following fields of use:
 - a) copying and multiplying the Project (including entering into computer's memory or any other device), manufacturing Project quantities using any technologies, including printing, reprographics, digital, mechanical, optical, electronic or any other recording using analogue or digital technology, in any system standard or in any form; on any media, including audio and video, paper or similar, photosensitive, digital, optical, discs, memory sticks, computer drives and any other memory drives.
 - b) any trading of the original and the copies of the Project – placing on the market, leasing, rental or conveying to use on the basis of another legal relationship.
 - c) any other distribution of the Project, especially:
 - a. any public broadcasting of the Project in such a manner that anyone could be able to access it in the space and time selected, including through the terrestrial and satellite networks, cable, telecommunications and multimedia networks, databases, servers or any other devices and systems, including the ones provided by third parties', in open and closed circulation, in any technology, system or format, with or without the possibility of recording, as well as in the services specified in subclause a),
 - b. any public playback, displaying, performing or showcasing of the Project.
 - d) In the area of inserting the Project into the memory of a computer and information networks (the Internet).
2. Along with granting the license, the Contractor provides the Contracting authority with copyrights and related rights, including merging the Project with other projects and works. The sides at the same time confirm that the copyrights regarding any modifications, adaptations and amendments of the Project (including the right to use

and dispose) shall be exclusive to the Contracting authority, in accordance with the extent specified above in the paragraph 1.

1. The Contractor declares and warrants his right to intellectual property rights to the extent necessary for performing the obligations specified in the Agreement and that the Contracting authority's usage of the Project shall not infringe, in any way, applicable legal provisions, third party rights, including personal assets of any persons, legislation regarding unfair competition and prohibited rentals; additionally, there are no other circumstances that could force the Contracting authority to be responsible for infringing third party rights due to the usage of these materials and Works created with them.
2. In the event of any claimants accusing the Contracting authority of copyrights infringement or infringement of any other above-mentioned rights, the Contractor shall provide any documents necessary to demonstrate the rights and confirm no infringement of third party rights, and, in the case of an infringement, shall commit to covering the costs related to redress by third parties, including awarded amounts, damages and legal expenses, in a period of up to 14 days from the day the Contractor receives a call for payment.
3. The Parties confirm that any copyrights and rights acquired by the Contracting authority on the basis of this Agreement and due to being granted the exclusive license may be transferred to any third party designated by the Contracting authority; additionally, the Contracting authority may grant a license, sub-license or authorise a third party to perform it on their behalf.
4. Along with granting a non-exclusive Project license, the Contractor – under the remuneration specified in § 3 paragraph 3 of the Agreement – transfers to the Licensee the ownership right of the media on which the Project or its parts were fixed.
5. Granting an exclusive license, specified in this paragraph, shall be conferred for an indeterminate period of time and unrestrained in terms of place.

§ 5

Adhering to the obligation resulting from the article 13 paragraphs 1 and 2 of the 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 (hereafter referred to as "GDPR"), we inform that:

- 1) personal data of the individuals specified as contact persons in the performance of this Agreement mentioned in § 9 are processed by the Polish Tourism Organisation, with headquarters in Warsaw, 8 Chalubinskiego (00-613), which acts as a data controller,

- 2) Polish Tourism Organisation's Data Protection Officer can be contacted either:
 - a) by email: dpo@pot.gov.pl or
 - b) by writing to the data controller's address: Polish Tourism Organisation, 8 Chalubinskiego, 19th floor, 00-613, Warsaw.
- 3) the personal data of the individuals mentioned in the subclause 1) is processed according to the article 6, paragraph 1 points b) and c) of GDPR, necessary for the performance of this Agreement,
- 4) personal data shall not be made available to entities other than the ones specified in the legislation,
- 5) personal data shall not be transferred to any third country or international organisation,
- 6) personal data shall not be processed by automated means and shall not be used for profiling,
- 7) personal data specified in the subclause 1) shall be stored for the duration of the Agreement and for the period after the end of the Agreement in the scope defined by the applicable law,
- 8) the obligation to provide the data stems from the legislation regarding processing data for the purposes mentioned in the subclause 3), providing data stems from the contractual relationship and is necessary for the performance of the Agreement,
- 9) individuals mentioned in the subclause 1) shall have the right to:
 - a) access their personal data, on the basis of the article 15 of the GDPR,
 - b) amend their personal data, on the basis of the article 16 of the GDPR,
 - c) request from the data controller to limit the processing of personal data, on the basis of the article, 18 of the GDPR, subject to the cases specified in the article 18 paragraph 2 GDPR.
- 10) individuals mentioned in the subclause 1) shall not have the right to:
 - a) erase personal data, in accordance with the article 17 paragraph 3 points b), d) and e) of GDPR,
 - b) transmit personal data specified in the article 20 of the GDPR,
 - c) object to personal data processing specified in the article 21 GDPR, since the legal basis for such processing is the article 6, paragraph 1 point c) of the GDPR.
- 11) individuals mentioned in the subclause 1) have the right to file a complaint with the supervisory authority in a manner set out in the GDPR and in Polish law, especially in the manner set out in the law on personal data protection, if they regard that the

processing of the personal data violates the GDPR legislation. The address of the supervisory authority: President of the Personal Data Protection Office, 2 Stawki, 00-193 Warsaw, phone 22 5310300, fax. 22 5310300, kancelaria@uodo.gov.pl.

§ 6

1. The Contracting authority shall have the right to withdraw from the Agreement in the change of circumstances, such as the performance of the Agreement would be no longer in the public interest, which could not be anticipated at the time of entering into the Agreement, or in the case when the further performance of the Agreement may threaten the security of the country or public safety. The Contracting authority can withdraw from the Agreement through a written statement provided to the Contractor within 30 days from receiving information about such circumstances.
2. Under the circumstances specified in the paragraph 1 of the above-mentioned article, the Contractor shall have the right to demand remuneration due for the work performed under the subject matter of the Agreement.

§ 7

The Contracting authority shall not permit the assignment of accounts receivable stemming from the performance of the Agreement in regard to third parties.

§ 8

1. Any changes to the Agreement shall be made in writing, otherwise null and void.
2. Any disputes stemming from the performance or the interpretation of the Agreement, the parties shall seek to settle amicably and in the case of failure, the appropriate competent court shall be the court local to the Contracting authority's headquarters.
3. This Agreement is subject to Polish law.

§ 9

1. The Contracting authority designates email:, for contacting the Contractor, supervising the performance of this Agreement, making arrangements, confirming the proper performance of the Agreement and signing the acceptance protocol on behalf the Contractor, specified in § 3 paragraph 5 of the Agreement, whereby that person is not entitled to make any declarations of intent on behalf of the Contracting authority.
2. Person responsible for the proper performance of the Agreement and signing the acceptance protocol on behalf the Contractor, specified in § 3 paragraph 5 of the Agreement, shall be: E-mail:

3. At the same time, the Parties agree that changing any of the persons specified above does not require any amendments to this Agreement, only an immediate written notification of the other Party regarding the change.

§ 10

1. This agreement is drawn up along with the Appendices in two identical Polish-English copies, one for each Party. In the event of any discrepancies between Polish and English versions the former is conclusive.
2. The Appendices to the Agreement constitute its integral part.

CONTRACTING AUTHORITY

CONTRACTOR