

Instytut Adama Mickiewicza
ul. Mokotowska 25
00-560 Warszawa
C.262.52.2020.HZ1

TERMS OF REFERENCE

Regarding public open tender procedure:

Performing expert services of creating a brand and consulting services for the Adam Mickiewicz Institute in reference to projects regarding early, classical and modern music in all areas of international press and media.

Procedure 1/IAM/2020/08

Approved by:
Deputy director of
Adam Mickiewicz Institute

Urszula Penczek

Warsaw, 19.08.2020

Art. 1.

Ordering Party

Instytut Adama Mickiewicza
ul. Mokotowska 25
00-560 Warszawa

Art. 2

Basis of contract awarding procedure, legal basis

The public procurement procedure are conducted on the basis of the act dated 29.01.2004, Act on public tenders (i.e. Journal of Laws 2019, item 1843 as amended) hereinafter referred to as 'Pzp Act', as an an open tender for performing services with value not exceeding the amount specified in provisions of article 11, section 8 of the Pzp Act (i.e. 214 000 EURO).

Art. 3

Description of the subject of the order:

1. The Subject of the order is **performing expert services of creating a brand and consulting services for the Adam Mickiewicz Institute in reference to projects regarding early, classical and modern music in all areas of international press and media.**
2. Detailed description of the subject of the order is **included in Attachment 1** hereto.
3. Classification and the name of the subject of the order according to CPV: 79416200-5 Public Relations Consulting services.
4. The Ordering Party does not allow variant bids.
5. The Ordering Party does not allow submitting equivalent offers.
6. The Ordering Party does not allow submitting partial offers.
7. The Ordering Party does not allow concluding a framework agreement.
8. The Ordering Party does not allow electronic auctions.
9. Settlements between the Ordering Party and the Contractor will be done in PLN or EUR or GBP or USD.
10. The Ordering Party does not provide for the reimbursement of costs of participating in the procedure, subject to article 93 section 4 of the Pzp Act.
11. The Ordering Party does not provide for the possibility of awarding contracts mentioned in article 67 section 1 point 6 of the Act.
12. The Ordering Party does not limit the possibility to be awarded the public procurement only to those Contractors who employ over 30% of disabled persons.
13. On the basis of article 36 b section 1 of the Act, the Contractor is obliged to include in the offer information about the part of the order which he intends to delegate to subcontractors and to provide the company names of the subcontractors. The Ordering Party does not exclude any part of the order from being delegated to subcontractors.

Art. 4

Time and place of performance of the order

Subject of the order will be performed for the period of **16 months**.

Art. 5

Conditions of participating in the procedure

1. According to article 22 section 1 of the Pzp Act, contractors seeking to be awarded the order must fulfil the following conditions:
 - 1) are not excluded as per article 24 section 1 point 12 – 23 of the Act. The Ordering Party does not foresee the exclusion of the Contractor as per article 24 section 5 of the Act.

2) fulfil the conditions of participating in the procedure regarding:

- a) competencies or authorization to conduct specific business activity, if it results from separate provisions. The Ordering Party does not set a detailed condition in this regard.
- b) business or financial situation. The Ordering Party does not set a detailed condition in this regard.
- c) technical or professional capability.

The Ordering Party shall consider this provision to be fulfilled if the Contactor shows that it has or will have at its disposal a team of a minimum of 5 people delegated to the task including:

a) Team Director/Manager:

Requirements:

- at least 3 years of experience in conducting an international agency dealing with promotion of classical music around the world
- education in managing culture,
- fluent knowledge of English
- a minimum 3 year experience of working in international distribution of content regarding classical music (books, records, magazines).

b) Head press officer:

Requirements:

- a minimum of 2 year experience of managing PR of international cultural events,
- experience of working in a radio or TV channel or magazines regarding classical music,
- fluent command of the English language.

c) Event directors (3 people who together have to fulfill the following requirements):

Requirements:

- at least one person from the three event directors have at least 2 year experience in cooperating with an international music publishing company,
- at least one person with a minimum of 2 years experience in working in international PR agencies specializing in classical music or international concert agencies specializing in classical music.
- at least one person with a minimum 2 years of experience in cooperating with a company in the performative arts sector.
- at least one of the persons (event directors) has to be fluent in French,
- at least two of the above mentioned people (event directors) have to be fluent in English.

2. The contractor in order to confirm that he fulfills the conditions of the procedure mentioned in section 1 point 2 hereto, when necessary in specific situations in relation to particular order (or its part), will rely on technical or professional capabilities or financial or business situation of other entities, regardless of legal status connecting him with them.

3. Ordering party informs that the 'specific situation; mentioned in article 5 section 2 hereto will occur only when:

- 1) Contractor who relies on the abilities or situation of other entities shall prove to the Ordering Party that when realizing the order he will have the resources of these entities at his disposal,

especially resulting from the obligation of those entities to give him to his disposal the necessary resources for implementing the order.

- 2) The Ordering party shall evaluate if the technical or professional resources given to the Contractor by other entities, or their financial or business situation make the Contractor compliant with the requirements of the procurement procedure and shall investigate if there are no grounds for excluding the entity on the grounds mentioned in article 24, section 1 point 13-22.
- 3) In relation to the conditions regarding education, professional qualifications or experience, the contractors may rely on the abilities of other entities if these entities offer services which require these skills.
4. The issue of relying on the resources of the third party is regulated by art 22a section 1-6 of the Act.
5. Contractor who is the subject of exclusion on the basis of article 24 section 1 point 13 and 14 as well as 16-20 of the Act, may present evidence that the measures taken by him are sufficient to show him as reliable, in particular to show that he redeemed himself after committing an offense or tax offense, that he made pecuniary compensations for caused damages or redressed the damages, cooperated with law enforcement and taken particular technical, organizational and staff measures which appropriately prevent any further offenses or tax offenses or inappropriate actions of the Contractor. The provisions mentioned in sentence number one do not apply if the Contractor, being a collective entity, was banned with a valid court order from public procurement procedure and the time period set out in that court order has not passed.
6. The Contractor is not excluded if the Ordering Party, having considered the details and circumstances of the Contractor's actions, shall consider the evidence presented as per section 5 to be sufficient.
7. The Ordering Party may exclude the Contractor at any stage of the public procurement procedure.
8. Those Contractors might apply towards whom there are no basis for exclusion from the public procurement procedure. In the case of contractors who jointly apply for the contract, in relation to none of those Contractors can there be any basis for exclusion.
9. Evaluation of the fulfillment of the conditions for participating in the procurement procedure will be made on the basis of the documents and statements submitted by the Contractors mentioned in article 6, on a fulfilled / not fulfilled principle.
10. Additionally, only those Contractors may apply for the contract who are able to realize the order as per attachment 1 hereto.

Art. 6

Information regarding statements and documents that the Contractors are to deliver in order to confirm that they fulfill the conditions of participating in the procedure and confirming there is no basis for excluding them.

1. Every Contractor must attach to the offer a **statement** valid as at the day of submitting the offers regarding the subject matter specified in **attachment 3** hereto. The information included in the statement will constitute introductory confirmation that the Contractor is not subject for exclusion from the procedure.
2. In the case contractors are jointly applying for the contract, the statement mentioned in article 1 hereof is submitted by every contractor. This statement is to confirm that the Contractors fulfill the conditions of participating in the procedure, lack of grounds for excluding them regarding the conditions the contractors claim to fulfill, the statement also confirms there are no grounds for exclusion.

3. The Ordering Party **demands** that the Contractor, who intends to delegate the performance of part of the order to subcontractors, **should include information about the subcontractors in the statement, mentioned in article 6 section 1 hereof** in order to show there are no basis for exclusion from the procedure.
4. The Contractor who shall rely on the resources of other entities in order to show there are no basis for excluding those entities – with regards to the competencies that the contractor relies on – shall include the **information about those entities in the statement, mentioned in article 6 section 1 hereof**.
5. The Ordering Party before awarding the contract, **shall call upon** the Contractor whose offer was evaluated as the best, to submit in the deadline no shorter than **5** days, statements and documents valid at the day of submission including:
 - a) **list of persons** who are to help implement the public procurement, in particular those responsible for performance of the services along with the information regarding their professional qualifications, authorization, experience and necessary education to perform the contract, as well as the scope of services they will perform with the information regarding responsibilities of these persons through attachment **number 6** hereto.
6. The Contractor **within the deadline of 3 days** from the day of publishing online of the information mentioned in article 86 section 5 of the Act, shall transfer to the Ordering Party a **statement regarding the belonging or not belonging to the same group of companies** (template of the statement is included as **attachment number 4 hereto**) mentioned in article 24, section 1, point 23 of the Act. Along with the submission of the statement, the contractor may present evidence that the connection to another contractor does not lead to distortion of competition in the public procurement procedure.
7. In the scope unregulated by the Terms of Reference, provisions dated 26.07.2016 of the Minister of Development shall apply regarding the types of documents, that the Ordering Party may demand from the Contractor in the public procurement procedure (Journal of Laws dated 2016, item 1126 as amended).
8. If the Contractor does not submit a statement mentioned in article 6 section 1 hereof, statements or documents confirming the circumstances mentioned in article 25, section 1 of the Act, or other documents necessary to conduct the procedure, if the documents or statements are incomplete, have errors or raise concerns indicated by the Ordering Party, the Ordering Party shall demand they be completed, filled in or corrected or will require explanation within the deadline he deems appropriate, unless even if they are completed, filled in or corrected the Contractor's offer would be subject to dismissal or it would be necessary to dismiss the entire procedure.
9. The Ordering Party shall call upon the Contractors who did not submit the required powers of attorney or submitted faulty powers of attorney, to submit them within appropriate deadline, unless even if they are submitted the offer of the Contractor is subject to dismissal or it would be necessary to discontinue the procedure.
10. The Contractor may, in order to confirm if the conditions of participation in the procedure were fulfilled, in appropriate situation and in relation to particular order or its part, rely on the technical and professional abilities or financial or business situation of other entities regardless of the legal relations between them. The Contractor who relies on abilities or circumstances of other entities has to prove to the Ordering Party that while performing the order, he will have their necessary resources at his disposal in particular he has to present the obligation of

these entities to hand over resources necessary for the completion of the order. The Entity that obliged itself to give access to its resources is jointly responsible with the Contractor for damages caused to Ordering Party caused by not making these resources available, unless failure to grant access to these resources is not his fault. The document confirming the obligation of the third party should explicitly state the will to grant the resources to the Contractor applying for the contract and shall indicate:

- a) what is the scope of available resources of the Contractor,
- b) how will the resources of the other entity be used by the Contractor when performing the order,
- c) what type of relations will connect the Contractor with another entity,
- d) what is the scope and in what time the other entities will take part in the performance of the order.

Art. 7

INFORMATION ABOUT THE MANNER OF COMMUNICATION OF THE ORDERING PARTY WITH THE CONTRACTOR AND TRANSFERRING THE STATEMENTS AND DOCUMENTS AS WELL AS INDICATING THE PERSONS RESPONSIBLE FOR COMMUNICATING WITH THE CONTRACTORS.

1. Subject to the exceptions specified in the Act, all statements, conclusions, notifications and information between the Ordering Party and the Contractors shall be transferred:
 - a) **in writing to the address of the Adam Mickiewicz Institute, ul. Mokotowska 25, Warszawa, or**
 - b) **fax number +48 22 44 76 181, or**
 - c) **via email: hzonko@iam.pl**
2. If the Ordering Party of the Contractor shall transfer the statements, conclusions and information via fax machine or via email, every party shall confirm that the message was received if asked to do so.
3. The Contractor may request the Ordering Party to clarify the content of the Terms of Reference. The Ordering Party immediately will offer its explanation not later than 2 days before the lapse of the deadline for submitting offers, provided that the application to clarify the content of the Terms of Reference will reach the Ordering Party not later than till the end of the day on which half of the deadline for submitting offers lapses.
4. The Ordering Party shall transfer the content of the explanation simultaneously to all contractors whom the Terms of Reference was given to and shall place it on the website without revealing the source of the query.
5. When justified, the Ordering Party may, before the lapse of the deadline for submitting offers, change the content of the Terms of Reference. The alterations will be immediately transferred to all Contractors, to whom the Terms of Reference was given to and shall place it on the website. Each introduced change will become an integral part of this specification.
6. The person authorized to contact the contractors is **Halina Zonko -mail: hzonko@iam.pl**

Art. 8

REQUIREMENTS REGARDING BID SECURITY DEPOSIT

The Ordering Party does not require a bid security deposit

Art. 9

Bid validity period.

1. The Contractor shall be bound by the offer for a period of **30 days**. The validity period starts with the passing of the deadline for submitting offers. (Article 85, section 5 of the PZP ACT).

2. The Contractor may prolong the bid validity period to the period necessary for agreement signing on his own or at the request of the Ordering Party, however, the Ordering Party may only once, at least three days before the passing of the bid validity period, request the Contractors' consent to the prolonging of this deadline by additional period of no longer than 60 days.

Art. 10

DESCRIPTION OF OFFER PREPARATION PROCESS.

1. The Contractor shall bear all costs related to the preparation and submission of the offer.
2. The Contractor has the right to submit only one offer. If the Contractor submits more than one offer, all offers shall be rejected on the basis of art. 89 section 1 point 1 in relation to article 82 section 1 of the Act.
3. Content of the offer has to correspond to the content of Terms of Reference.
4. It is recommended that all written, printed pages of the offer were numbered, joined together in a way that prevents the document to be incomplete.
5. The offer should be prepared in **Polish or English language**, on a type writer, computer or other permanent, readable technique compliant with office standards.
6. All corrections, changes or deletions in the text of the offer have to be signed and dated by the person authorized to sign the offer.
7. The offer and statements have to be signed by a person/ persons entitled to represent and make declarations of intent on behalf of the Contractor – consistently with the entry to appropriate register.
8. If the authorization to sign the offer, statements and representing the Contractor/Contractors in procedure and contracting obligations in amount corresponding to the offer price result from a power of attorney – it should be granted (signed) by a person/persons as per the entry to appropriate register and attached to the offer. The power of attorney has to be submitted in the form of an original or copy confirmed by a notary public.
9. Provision of section 8 is applied to our powers of attorney.
10. The person/persons signing the offer have to be authorized to contract obligations in the amount corresponding to the price of the offer consistently with the entry to an appropriate register.
11. The documents required by the Terms of Reference that are prepared in a foreign language different than English have to be submitted together with a translation into Polish or English.
12. All parties to the offer and all attached statements, translations and other documents should be signed by at least one persons authorized to sign the offer. This regards both the original statements and documents as well as copies confirmed as to their consistency with the original.
13. If according to the Contractor the offer will include information constituting business secret as per regulations preventing dishonest competition, the Contractor not later than within the deadline for submitting offers has to stipulate that it will not be made public and has to show that the indicated information constitute business secret. The data has to be placed in a separate envelope inside the offer, with a sign 'Information constituting business secret' and has to indicate the page numbers including business secret. In other cases all information included in the offer will be considered as publicly available and may be released to other Contractors together with the procedure protocol. Restricting access to information, data, documents and statements not constituting business secret, as understood by the provisions regarding dishonest competition, shall not be considered valid and will not take effect. According to the article 11, point 4 of the Act of Law dated 16.04.1993 on preventing dishonest competition, the business secret constitutes specified information i.e. technical, technological, organizational information of the business or other information having business value, which together or in a specific combination are not known to persons who usually deal with this type of information or are not easily available to such people,

- if the person authorized to benefit from this information or managing it has taken measures to keep them secret.
14. The offer should include the required documents, attachments, statements mentioned in these Terms of Reference.
 15. If the offer is submitted by Contractors who jointly apply for the contract, these Contractors will be jointly responsible for failure to perform or improper performance of their obligation.
 16. The offer of the Contractors, who will jointly apply for the order has to be signed in such a way as to legally bind all Contractors who apply jointly.
 17. In the case of an offer submitted by the Contractors jointly applying for the contract, the offer also has to have attached document establishing an attorney of Contractors who apply jointly to represent them in the public procurement procedure or represent them in the procedure and in concluding the agreement regarding the public procurement order. The power of attorney has to be submitted in the form of an original or copy confirmed by a notary public.
 18. In the case of Contractors who jointly apply for the contract or in the case of entities mentioned in article 6 section 4, the copies of documents regarding the Contractors or those entities are confirmed by the Contractors or these entities.
 19. It is recommended to prepare the first pages of the offer according to template attached to the Terms of Reference (Attachment number 2 to the Terms of Reference). Failure to apply the template specified in attachment 2 shall not cause the offer to be deleted. However, the Ordering Party requires that the submitted offer includes all statements included in the offer template.
 20. The offer has to include also:
 - 1) filled in **form of the offer** prepared using the template constituting **Attachment number 2** to the Terms of Reference including in particular the total offer gross price, obligations regarding the deadline of implementing the order, statement regarding the bid validity period and acceptance of all Terms of Reference provisions as well as the template of the agreement without reservations as well as information as to which part of the order the Contractor intends to delegate to subcontractor;
 - 2) statements mentioned in article 6 hereto;
 - 3) power of attorney to represent the Contractor (Contractors applying jointly) if the offer is submitted by the attorney.
 - 4) Obligations of the third party, if the Contractor relies on the resources or situation of the third party (if applicable)
 21. The offer shall be submitted in a sealed, non-broken package to Instytut Adama Mickiewicza ul. Mokotowska 25, 00-560 Warszawa, reception desk.
 22. Packaging (envelope) with the offer should be signed in the following way:

Offer for

performing expert services of creating a brand and consulting services for the Adam Mickiewicz Institute in reference to projects regarding early, classical and modern music in all areas of international press and media.

Procedure number 1/IAM/2020/08

‘Do not open before 27.08.2020, 11:00’

addressee: Instytut Adama Mickiewicza, ul. Mokotowska 25, Warszawa,

sender: name, address and telephone numbers of the Contractor (seal imprint is acceptable).

NOTE: The Ordering Party shall not bear responsibility for the opening of the offer before the deadline if the envelope is improperly signed.

23. According to article 84 section 1 of the Act, the Contractor may, before the lapse of the deadline for submitting offers change or withdraw the offer. The Ordering Party must be informed in writing about the changes or withdrawal of the offer before final deadline for submitting offers.
24. The changes to the offer should be placed in separate, sealed and not-violated envelope signed 'CHANGE'. On the envelope there must be a name of the Contractor, exact address and telephone number of the Contractor (seal imprint is allowed).
25. The Contractor can not withdraw the offer and introduce changes to the offer after the lapse of the deadline for submitting offers.

Art. 11

Place and time of submitting and opening of offers.

1. The offer should be submitted to the office of the Ordering Party at Mokotowska 25 in Warsaw, reception desk until **27.08.2020, 10:30** and should be addressed consistently with the description presented in Article 10 point 22 of the Terms of Reference.
2. The date and time when the offer reaches the Ordering Party is relevant and not the date it was send by registered mail or courier service.
3. The offer submitted after the deadline indicated in article 11 of these Terms of Reference shall be returned to the Contractor consistently with the principles specified in article 84 section 2 of the PZP Act.
4. The opening of the offer shall take place in the office of the Ordering Party on **27.08.2020 at 11:00**.
5. The offer opening procedure is not open to the public.
6. During the opening of the offers the Ordering Party shall read the information mentioned in article 86 section 4 of the PZP act.
7. Immediately after opening of the offer the ordering party shall place on the following website www.iam.pl information regarding:
 - a) amount that is to be devoted for the order;
 - b) business names and addresses of contractors who submitted the offer within the deadline;
 - c) prices, deadlines of performing the order, period of guarantee and conditions of payments included in the offers.

Art. 12

Description of the price calculation method.

1. The Contractor specifies his order realization price by indicating in the offer Form, prepared according to the template constituting **Attachment 2** to the Terms of Reference, a total offer gross price for the implementation of the subject of the order.
2. The total offer price has to include all costs related to the implementation of the subject of the order consistently with the description of the subject of the offer and the template of the offer specified in this Terms of Reference.
3. The price has to be provided and calculated as a number rounded to two decimal places (as per the principle that a number below 5 has to be rounded down, while above 5 with 5 included has to be rounded up).
4. The prices in the offer should be given in Polish Zlotys (PLN). The Contractor shall provide the lump sum price for a month of performed services, the price for one hour of consultancy, the total amount for each and the total offer price. The price also has to include the tax. The Ordering Party allows the possibility of submitting the offer price in EUR, GBP or USD by the Contractor who has

his registered office or place of residence outside the territory of the Republic of Poland. In the case of submitting the offer in foreign currencies, the Ordering Party shall perform calculation of this currency into PLN according to the average price calculated and given by the National Bank of Poland as at the day of opening of the offers (table A of the average foreign exchange rates of NBP)

5. If an offer is submitted in the procedure which, when selected, would lead to tax obligation affecting the Ordering Party as per the provisions on goods and services tax, the Ordering Party in order to evaluate such offer will add the goods and services tax amount to the offer, that it would have to pay according to the aforementioned regulations. In such case, the Contractor who is submitting the offer is obliged to inform the Ordering Party that the selection of his offer shall lead to tax duty indicating the name (type) of the goods / services, the delivery/ performance of which shall lead to the tax obligation and indicating their value without the tax amount.

Art. 13

Description of criteria which the Ordering Party shall use when selecting the offer along with giving information of the weight assigned to these criteria and offer evaluation method.

1. When selecting the offer the Ordering Party shall follow these criteria:

- A. Price – 60%:

The Ordering Party shall evaluate the offers consistently with the following criteria: Price criterion shall be evaluated on the basis of:

- the gross price provided by the Contractor for the performance of the entire subject of the agreement (monthly remuneration for the performance of services x 16 months), including all due amounts related to the performance of the subject of offer for which the Contractor shall be responsible (C1);
- the gross price provided by the Contractor in the offer for 70 hours of consultancy (C2).

The Ordering Party shall add the amounts provided for the subcriterion C1 and subcriterion C2 to calculate the offer price (Co).

The point by point evaluation regarding the price criterion shall be performed according to the following formula:

$$C = \frac{C_n}{C_o} \times 60 ,$$

where:

C_n – lowest offered price, calculated as a sum of C1 and C2

C_o – price offered in the examined offer, calculated as a sum of C1 and C2

C – number of points allocated to the examined offer.

In the case of submitting the offer in foreign currencies, the Ordering Party shall perform a calculation of this currency into PLN as per the average current foreign exchange rate announced by the National Bank of Poland on the day the offers were opened (table A of the average foreign exchange prices of NBP).

Prices for the subcriterion C1 and subcriterion C2 in a given offer must be provided in the same currency.

- B. Experience of the person / persons who perform the order – 40%

1. **The Ordering Party shall grant a maximum of 20 points** for proving that the person responsible for realizing the order (Team Director) has more than 3 years of experience in running an international agency dealing with promotion of classical music internationally.

Experience of the person dedicated to the implementation of the order	Points
Experience up to 12 years and more	20 points
Experience between 8 and 11 years	10 points
Experience between 4 and 7 years	5 points

2. **The Ordering Party shall give a maximum of 20 points** for proving that any of the persons that is to realize the order has experience in leading the promotional campaign regarding classical music performed for one of the record labels such as: Wigmore Hall Live, Onyx Classics, London Philharmonic Orchestra CD label, Signum Classics, Universal Music Group, Hyperion Records, Naïve Classique, Chandos Records

Experience of the person dedicated to the implementation of the order	Points
At least three promotional campaigns performed for different music record labels	20 points
At least three promotional campaigns performed for different music record labels	10 points
At least one promotional campaign	5 points

3. Total number of points that a given offer receives will be calculated according to this formula:

$$L = C + D$$

where:

L – total number of points

C – points received according to the criteria ‘Total gross offer price’,

D – points obtained in the criteria ‘Experience of the person delegated to the realization of the order’

4. The points awarded to the offers for particular criteria will be calculated with the exactness of two decimal places. The highest number of points reveals the best offer.
5. The Ordering Party shall award the contract to the Contractor whose offer shall meet all requirements provided for in the PZP Act and in the Terms of Reference and is most beneficial based on the provided selection criteria.
6. If it is not possible to choose the best offer due to the fact that two or more offers present the same price balance and remaining criteria of offer evaluation, the Ordering Party shall make a choice from the offers with the lower price and if the price is the same, the Ordering Party shall address the Contractors who submitted offers to submit additional offers within the deadline provided by the Ordering Party (article 91, section 4 of the PZP Act). The Contractors submitting the additional offers are not allowed to offer prices higher than those in the submitted offers (article 94 section 6 of the PZP Act)

7. The Ordering Party, in order to establish if the offer includes a blatantly low price in relation to the subject of the offer, asks the Contractor to provide, in specified time, explanation regarding the elements of the offer having influence on the price.
8. The Ordering party shall correct in the offer obvious typographical errors, obvious calculation errors, considering the consequences of the performed corrections.
9. The Ordering Party corrects in the offer obvious typographical errors, arithmetical errors considering the consequences of performed corrections. Other errors causing inconsistency with the Terms of Reference that do not cause relevant changes in the content of the offer shall be corrected by the Ordering Party immediately, informing about that fact the Contractor whose offer was corrected.

Art. 14

INFORMATION ABOUT THE FORMALITIES THAT SHOULD BE OBSERVED WHEN SELECTING AN OFFER IN ORDER TO CONCLUDE THE PUBLIC PROCUREMENT AGREEMENT.

1. The Contractors participating in the procedure shall be notified of the results.
2. After the selection of the most beneficial offer is approved, the information about the choice shall be placed on the Ordering Party's website.
3. the Ordering Party shall proceed to conclude an agreement with the chosen Contractor as per article 94 of the PZP Act.
4. If the offer is selected submitted by Contractors applying for the order jointly, the Contractors are obliged to deliver to the Ordering Party, within the deadline specified by him, an agreement regulating cooperation. The Agreement regulating cooperation of the Contractors submitting a joint offer shall specify, among others:
 - 1) entities submitting the offer;
 - 2) economic goal for which the agreement was concluded;
 - 3) principles of representation and conducting affairs;
 - 4) specifying the time of the agreement (it is required that the time of the agreement was not shorter than the time of realization of the order and the warranty and /or guarantee).
5. Failure to present the document mentioned in section 4 shall be treated by the Ordering Party as avoidance of signing of the agreement in such case the Ordering Party shall select the most valuable offer from among all remaining offers.
6. In the case when the Contractor, whose offer was selected as the most beneficial is avoiding to sign the agreement, the Ordering Party will be able to pick the offer most beneficial from among the remaining offers without studying them again and making another evaluation, unless there are premises mentioned in article 93, section 1 of the PZP Act.

Art. 15

Requirements regarding the performance guarantee.

The Ordering Party does not require bringing in a performance guarantee.

Art. 16

Provisions relevant for both parties, which will be introduced into the content of the concluded agreement regarding the public procurement procedure, general provisions of the agreement and the agreement's template, if the Ordering Party requires from the Contractor that he concludes with him an agreement regarding the public procurement on such terms.

The template of the agreement is included as Attachment number **5** to the **Terms of Reference**

Art. 17 Information about the processing of personal data

Adam Mickiewicz Institute (IAM) with a registered office in Warsaw at Mokotowskiej 25, 00-560 Warszawa is processing data included in the offers or applications allowed in the public procurement procedure on the basis of provisions of the Act dated 19.01.2004 Act on Public Procurement. This information might include data, which as per the European Parliament Regulation and the Council of the European Union 2016/679 dated 27.04.2016 on protection of natural persons and processing personal data and on the free flow of such data and repealing the directive 95/46/CE (hereinafter referred to as 'General Regulation' or 'GDPR'), are treated as personal data.

In light of the above, the Adam Mickiewicz Institute informs that:

- 1) The administrator of the personal data is the Adam Mickiewicz Institute with registered office at ul. Mokotowskiej 25, 00-560 Warszawa, NIP:701-00-10-966, REGON: 140470071.
- 2) Contact information to the Administrator of personal data: tel. (+48) 22 44 76 100, recepcja@iam.pl
- 3) Personal data included in the offers are processed on the basis of article 6 section 1 letter c of GDPR, i.e. processing is necessary to fulfil the legal duty resting on the administrator. The goal of processing personal data is to conduct by Adam Mickiewicz Institute a public procurement procedure.
- 4) The recipient of personal data are third persons performing services of managing systems and IT software of Adam Mickiewicz Institute, external legal firms and entities authorized to legally obtain personal data pursuant to legal regulations (including public administration bodies).
- 5) Personal data will be processed for the duration of the public procurement procedure and, after completion of the procedure, will be stored for the purpose of mandatory archiving of public procurement documentation for a period specified in separate regulations.
- 6) You have the right of access to your data and the right to correct, delete, restrict its processing, the right to transfer your data, the right to object to its processing, in cases specified by the GDPR.
- 7) You have the right to submit complaints to a supervising authority, when you consider that the processing of your data violates the GDPR regulations.
- 8) It is a legal requirement to provide personal data by you. You are obliged to provide them and the failure to do so will result in the inability to evaluate the offer and concluding of the agreement.
- 9) Data made available by you shall not be used for profiling and the data administrator shall not be transferring personal data to a third state or an international organization.
- 10) Adam Mickiewicz Institute shall make all efforts to ensure the physical, technical and organizational measures to protect the data from accidental or purposeful destruction, accidental loss, alteration, accidental revealing, using or accessing it consistently with all binding regulations.

Art.18

Instructions regarding legal protection measures.

1. Each Contractor, as well as other entity, if it has or had interest in obtaining a given contract and has incurred or may incur damages as a result of violation of the Pzp Act provisions by the Ordering Party, is entitled to legal protection measures provided for in section VI of the Pzp Act, same as

for the procedure below the amount specified in secondary legislation issued on the basis of article 11, section 8 of the PZP Act.

2. Organizations included on the list mentioned in article 154, point 5 of the Pzp Act are entitled to legal protection measures regarding the public procurement notice and the Terms of Reference.
3. The Contractor as well as other entity if it has or had interest in obtaining a given contract or incurred or may incur a loss as a result of violation by the Ordering Party of the provision of the Pzp Act as per article 180 section 2 of the Pzp Act, is entitled only to submit an appeal as to the aforementioned actions:
 - a. presenting the conditions of participating in the procedure;
 - b. excluding the appellant from the public contract awarding procedure;
 - c. rejecting the appellants offer;
 - d. description of the subject of the order;
 - e. selecting the most beneficial offer.
4. The appeal is submitted to the President of the Council in writing in a paper format or in electronic format with the the Contractor's own signature or qualified electronic signature:
 - a. within the deadline of 5 days from the day of sending information about the action of the Ordering Party constituting the basis for submitting it – if they were sent in a manner specified in article 180 section 5 of the Pzp Act sentence two, or within 10 days – if they were sent in another way;
 - b. within the deadline of 5 days from the day of adding the order to the Public Procurement Bulletin or Terms of Reference on the internet website (regarding the content of the procurement notice, as well as regarding the Terms of Reference);
 - c. within the deadline of 5 days from the day on which information was acquired or, with skill and care applied, it was possible to acquire information about the circumstances constituting the basis for the appeal (to actions other than those mentioned above).

The Contractor sends a copy of the appeal to the Ordering Party before the lapse of the deadline for appeal submissions, so that he can acquaint himself with its content before the lapse of that deadline. It is assumed that the Ordering Party was able to to acquaint itself with the content of the appeal before the lapse of the deadline for its submission, if the sending of a copy occurred before the lapse of the appeal submission deadline using electronic communication.

Attachment number 1 to the Terms of Reference

DESCRIPTION OF THE SUBJECT OF THE ORDER – MAIN GOALS:

The Polska Music program implemented by Adam Mickiewicz Institute is actively supporting the renditions of Polish classical music around the world by exquisite foreign artists. It is the originator of stage productions and concerts, promoter of contemporary music, initiator of new orders to compose music, patron of numerous book and phonographic publishers. It also supports the development of international career of Polish performers by supporting foreign events with their participation. The program focuses on events organized outside Poland. The main directions of Polska Music's activities in the coming years are the countries of Western Europe, with particular emphasis on Great Britain, Germany, France and Italy, as well as the United States of America; as well as the countries of Central and Eastern Europe, the Balkan Peninsula and Israel. More information about the projects is available at: www.polskamusic.iam.pl.

The Subject of the order is the performance by the Contractor of expert services of creating a brand and consulting services for the Adam Mickiewicz Institute in reference to projects regarding early, classical and modern music in all areas of international press and media. In particular:

1. Popularization of the work of Polish early, classical and contemporary music in accordance with the strategy of promoting Polish composers abroad implemented by the Ordering Party, as part of the projects of the Polska Music program and the Niepodległa program:
2. Popularization of Polish performers on the international stage consistently with the strategy implemented by the Ordering Party, under the projects of the Polska Music program and the Niepodległa program:
3. Building the image of the Polska Music program and the Adam Mickiewicz Institute with regard to music projects in international opinion-forming circles
4. Forming relations and contacts between the Adam Mickiewicz Institute and the international milieu, networking for the Adam Mickiewicz Institute

I Projects and scope of duties.

		2020	2021
Name of the project	Scope of duties	Percentage weight of the projects	
Polska Scotland – Polish music season at the Royal National Scottish Orchestra 2020-2021	Constructing and implementing promotional strategy; Contact with the media (preparing a press release, inviting journalists, arranging interviews); inviting opinion makers to events; cooperation with the RSON, the Polish Embassy in London and IPK; media monitoring.	8	12
Polish season at Wigmore Hall 2021-2022 (mentioning in 2020: Wajnberg CD or the end of the Weinberg season 2020)	Building and implementing a promotional strategy; contact with the media (preparing a press release, inviting journalists, arranging interviews); inviting	17	12

	opinion makers to events; cooperation with Wigmore Hall, the Polish Embassy in London and IKP; media monitoring.		
Festival of Polish sacred music in London	Building the festival's brand; extensive promotional and PR activities; placing information about the IAM and the festival in the form of interviews and thematic articles devoted to the Institute and the project aimed at increasing awareness of IAM and the festival's activities, contact with the media (preparing a press release, inviting journalists, arranging interviews); inviting opinion makers to events; cooperation with partner institutions (bands, concert halls), media monitoring.	17	25
Penderecki's Garden (Ogród Pendereckiego)	Building and implementing the project's promotional strategy with a distinction between activities on the Internet and reality; building and implementation of a promotional strategy for Penderecki's work in correlation with the project's promotion; contact with the media (preparing a press release, informing journalists, selecting journalists for study visits, arranging interviews), media monitoring.	33	25
Map of Polish Composers	Building and implementing of the project's promotional strategy is aimed at maintaining interest in the project; analyze and evaluate the essential initiatives to be taken both in reality and online; proposing and implementing tasks around Polish composers, building a narrative around MPK and promoting the project; media monitoring.	17	7
LPO Young Composers – participation of a Polish composer in composer workshops in London	Creation and implementation of a promotional strategy for IAM/Poland Music composition programs; networking work for a new participant of LPO YC 2020/2021; contact with the media (preparing a press release, inviting journalists, arranging interviews); inviting opinion makers to the final event; media monitoring.	8	7
Renovating Paderewski's Piano – organization of concerts	Creating a narrative around the project; building and implementing a promotional strategy; support in finding partners for the project and its development; contact with the media (preparing a press release, informing journalists, selecting journalists for study visits, inviting journalists to events, arranging interviews); media monitoring.		12
	TOTAL	100	100

II. Consulting services

Organization of meetings with representatives of prestigious institutions from the world of culture, aimed at highlighting Ordering Party's the activities and initiating cooperation; searching for and organizing meetings with representatives of prestigious institutions in the field of culture, aimed at proposing cooperation with the Ordering Party on a project indicated by him, disseminating information about the Ordering Party in the form of interviews and thematic articles devoted to the Institute, to increase awareness and recognition for the Ordering Party's activities. Managing ongoing contacts with opinion-making institutions in the international classical music community as well as key foreign journalists and music critics with the goal of promoting Polish composers and performers, including representing the Ordering Party in managing and circulating information concerning the Ordering Party's activities in promoting the work of Polish composers and performers.

The tasks shall be listed by the Contractor in a detailed schedule and accepted by the Ordering Party

Task schedule:

Bimonthly reporting of performed tasks related to the above-mentioned actions in the period from the day of signing the agreement until 12 December 2021.

PROPOSAL FORM

OFFER

**Instytut Adama Mickiewicza
Ul. Mokotowska 25
00-560 Warszawa**

In the public procurement procedure conducted on an open tender basis as per Act of law dated 29.01.2004 on Public Procurement Law, the subject of the tender is: **services of creating a brand and consulting services for the Adam Mickiewicz Institute in reference to projects regarding cooperation of international press and media.**

A. CONTRACTOR'S DATA:

Person responsible for representing the Contractor / Contractors and signing the offer:.....

Contractor / Contractors:.....

/full name of the company of the Contractor/

Address:.....

.....

/street, house number, city postal code, voivodeship/

NIP (tax identification number).....REGON

account number

Person responsible for contacts with Ordering Party:.....

Contact details, to which we should send correspondence related with these procedure: email.....

fax.....

website

Correspondence address (if it is different than the registered office address):

.....

B. OFFERED SUBJECT OF THE ORDER

WE OFFER performing the subject of the offer for the price of

Rate per one month of performing the service is:

..... PLN/EUR/GBP/USD X 16 months = PLN/EUR/GBP/USD (delete as appropriate)

Gross value of the order for 16 months of performing the services (C1) is:..... PLN/EUR/GBP/USD (delete as appropriate)

In words:..... PLN/EUR/GBP/USD

(delete as appropriate)

Rate per one hour of consulting is:

..... PLN/EUR/GBP/USD (delete as appropriate)

Gross value of the order for 70 hours of consulting (C2) is:..... PLN/EUR/GBP/USD (delete as appropriate)

In words..... PLN/EUR/GBP/USD

(delete as appropriate)

Total offer price (C1+C2) is:..... PLN/EUR/GBP/USD (delete as appropriate)

In words..... PLN/EUR/GBP/USD

(delete as appropriate)

I state that I place the offer in the following currency:

We state that:

- a. the person delegated to the realization of the order (Team Director) has (min. of 3 year experience) in leading into of classical music internationally.....(please provide the name and period of employment)
- b. one of the persons delegated for the realization of the order, included on the list constituting attachment number 6 is running a promotional campaign in the scope of classical music for a music label / labels such as: Wigmore Hall Live, CD label, Signum Classics, Universal Music Group, Hyperion Records, Naïve provide the registered office and name of the label/labels)

C. STATEMENTS:

- 1) the price of our offer includes all costs of performing the order;
- 2) we have acquainted ourselves with the Terms of Reference and with the agreement template and we do not have any reservations;
- 3) we consider ourselves bound by this offer for the period of **30 days** counting from the day of opening of offers (including the day of opening of offers).

D. DUTIES IN THE CASE OF AWARDING OF THE CONTRACT:

- 1) we oblige ourselves to sign the agreement in the place and time indicated by the Ordering Party;

E. SUBCONTRACTORS:

I intend to delegate to the subcontractors the following parts of the order (If it is known, the data of the subcontractors shall be indicated):

- 1)
- 2)
- 3)

F. As per article 91, section 3a or the Pzp Act I inform that the choosing of my offer will^{*)}/ will not^{*)} lead to the tax duty (including reversed VAT):

- 1. The arising tax duty regards^{*)}:

(please provide the name/type of the service, the performance of which will lead to the emergence of tax duty)
- 2. The value of the services specified in point 1, without the goods and services tax, which would have to be paid by the contractor:

**) delete as appropriate; if there is no deletion or field is not filled in, it will mean that the Ordering Party will not be encumbered with tax duty according to the Pzp Act.*

G. Hereby I state that the Contractor (*information for statistic purposes*)¹:

- is a micro-entrepreneur (enterprise hiring less than 10 people and whose annual balance sheet total does not exceed 2 million EUR);
- is a small entrepreneur (enterprise which hires less than 50 people and whose annual turnover or balance sheet total does not exceed 5 million EUR);
- is a middle sized entrepreneur (enterprises which are not micro-enterprises or small enterprises and which hire less than 50 people and whose annual turnover or balance sheet total does not exceed 50 million EUR or annual balance sheet total does not exceed 43 million EUR);

H. I state that in relation to all persons who will appear in the public procurement procedure I have fulfilled informational obligations according to article 17 of the GDPR², towards all natural persons, whose data have been presented in order to apply for the public procurement in question.

H. TABLE OF CONTENTS:

The following documents constitute an integral part of the offer

- 1).....

1 Delete as appropriate.

2 Regulation of the European Parliament and Council (EU) 2016/679 dated 27.04.2016 on protection of personal data related to processing of personal data and on the flow of such data and waiving the directive 95/46/EC (general regulation on data protection) (Official Journal of the European Union L 119 dated 04.05.2016, page 1).

2).....

The offer was submitted on..... consecutively numbered pages.

.....

Seal of the Contractor

.....

Date and signature of the authorized representative

In the case when the Contractor does not hand over personal data other than those that refer to him directly or if there is only the disclosure requirement, pursuant to article 13 section 4 or article 14 section 5 of GDPR the Contractor does not submit the content of the statement (removal of the content of the statement by e.g. crossing it out).

Attachment number 3 to Terms of Reference

STATEMENT REGARDING NO GROUNDS FOR EXCLUSION AND FULFILLING OF CONDITIONS OF PARTICIPATING
IN THE PROCEDURE

Participate in the procedure for **Performing expert services of creating a brand and consulting services for the Adam Mickiewicz Institute in reference to projects regarding early, classical and modern music in all areas of international press and media.**

Operating on behalf of the Contractor:

(provide the name and address of the Contractor)

I hereby state,

that on the day of submitting offers, I am not subject of exclusion from the procedure and I fulfill the conditions of participation in the procedure

In the procedure the Ordering Party, as per article 24 section 1 point 12-23 of the Act, shall exclude:

1. the Contractor who has not shown he fulfills conditions of participation in the procedure or was not invited to the negotiations or submitting initial offers or offers has not shown the basis for non-exclusion;
2. the Contractor who is a natural person and was sentenced by a valid legal judgment for an offense:
 - a) mentioned in article 165a, Art. 181–188, Art. 189a, Art. 218–221, Art. 228–230a, Art. 250a, Art. 258 or Art. 270–309 of the act dated 6.6.1997 – Penal code (Journal of Laws dated 2018 item 1600, as amended .11) or Art. 46 or Art. 48 of the act dated June 25 2010 on sport (Journal of Laws dated 2019, item 1468 and 1495), of terrorist nature, mentioned in Article 115 § 20 of the Act dated June 1997 Penal code,
 - b) tax related,
 - c) mentioned in article 9 or article 10 of the Act dated June 15, 2012 on the effects of delegating work to foreigners residing on the territory of Poland against the law (Journal of Laws, item 769);
3. Contractor, whose residing member of a managing or supervisory body, partner of the company in a general partnership or professional partnership or a general partner in a limited partnership or a limited joint-stock company or an attorney was sentenced with a valid legal judgment for offense mentioned in point 2;
4. Contractor against whom a valid legal judgment was given or against whom a final administrative decision was issued on having arrears in tax payments, fees or social security contributions, unless the Contractor made payments of due taxes, fees or social security contributions along with interest or penalties or has concluded a binding document regarding the repayment of these arrears;
5. Contractor who as a result of intended action or blatant neglect has misled the Ordering Party when presenting information, that he is not subject to exclusion, fulfills the conditions of participating in the procedure of selection criteria or who kept this information secret or is not able to present the required documents;
6. Contractor who, as a result of recklessness or negligence has presented misleading information to the Ordering Party, that might have a relevant influence on the decisions taken by the Ordering Party in public procurement procedure;
7. Contractor who has illegally influenced or attempted to influence the Ordering Party's actions or to obtain confidential information which might give him an advantage in the procurement procedure;
8. Contractor who took part in preparing the public procurement procedure or whose employee, or a person working for him under contract for specific work, mandate agreement, agency agreement or any other

- agreement for performing services, took part in the preparation of such procedure, unless the distortion of competition can be eliminated in another way than by excluding the contractor from the procedure;
9. Contractor who has entered into an agreement with other contractors with a view to distorting competition between contractors in procurement procedure, which the Ordering Party is able to demonstrate by appropriate evidence;
 10. Contractor who is a collective entity towards whom the court has issued a ban on applying in public procurement procedures on the basis of the Act dated 28.10.2020 on responsibility of collective entities for acts prohibited and subject to penalty (Journal of Laws dated 2019, item 628 and 1214);
 11. the contractor who has been prohibited from public procurement proceedings as a precautionary measure
 12. Contractors who belong to the same capital group as defined in the Act dated 16 February 2007 on Competition and Consumer Protection (Journal of Laws 2019, items 369, 1571 and 1667), have submitted separate offers, partial offers or requests to participate in the procedure, unless they prove that the links existing between them do not lead to distortion of competition in the procurement procedure.

Information regarding reliance on the resources of other entities

- 1) I state that in order to prove the compliance with the procurement participation conditions specified by the Ordering Party in article 5 of the Terms of Reference I do not rely on resources of other entities*
 - 2) I state that in order to prove that the conditions for participating in the public procurement procedure were fulfilled, specified by the Ordering Party in article 5 of the Terms of Service, I rely on the resources of the following entities:*
- a) _____
- b) _____

(indicate the entity and specify the proper scope for the indicated entity)

**delete as appropriate*

Statement regarding the entity the resources of which the Contractor shall rely on

I state that in relation to the following entities / entity the resources of which I rely on in this procedure, i.e.:

- a) _____
- b) _____

(provide a full name / business name address and depending on the type of the entity: NIP (tax id number)/PESEL (personal id number), KRS (national court registry)/CeIDG (entry into the business registry)

there are no basis for exclusion from the public procurement procedure

SUBCONTRACTORS

- 1) I do not intend to delegate part of the order to subcontractors.*
 - 2) I intend to delegate the following parts of the order to subcontractors (If this is known, please provide also the data or proposed subcontractors)*
- a)
- b)

Statement regarding the subcontractors who are not entities whose resources the Contractor relies on

I state hereby that in relation to the following entities who are subcontractors:

- a) _____
- b) _____

(please provide full name / business name, address, and depending on the entity NIP (tax id number)/PESEL (personal id number), KRS (national court registry)/CeIDG (entry into the business registry)

there are not basis for exclusion from the public procurement procedure.

<p>..... Seal of the Contractors</p>	<p>..... Date and signature of an authorized representative of the Contractor</p>
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Attachment number 4 to Terms of Reference

STATEMENT OF THE CONTRACTOR

We the undersigned:

.....

operating on behalf of and towards:

.....

.....

applying in public procurement procedure for:

Performing expert services of creating a brand and consulting services for the Adam Mickiewicz Institute in reference to projects regarding early, classical and modern music in all areas of international press and media.

- we state, **that we do not belong to any capital group, mentioned in article 24** section 1 point 23 of the Act on Public Procurement Procedure i.e. as specified in act dated 16.02.2007 on the protection of competition and consumers (Journal of Laws dated 2017 item 229)*

- we state that we **do not belong** to any capital group mentioned in article 24 section 1 point 23 of the Act on Public Procurement, i.e. as specified in the Act dated 16.02.2007 on protection of competitions and consumers (Journal of Laws dated 2017 item 229)*

- we state that **we belong** to the same capital group, mentioned in article 24 section 1 point 23 of the Act on Public Procurement, i.e. as specified in the Act dated 16.02.2007 on protection of competitions and consumers (Journal of Laws dated 2017 item 229)*, as entities mentioned below (names and addresses of registered offices are to be provided)*:

No.	Name (company)	Address of the registered office
1		
2		
3		
4		

*** delete as appropriate, - if the Contractor shall not make a deletion the Ordering Party will understand that the Contractor does not belong to the capital group**

.....
(date and signature of the person authorized to represent the Contractor)*

In the case of contractors who jointly apply for the public procurement, statements should be made by each Contractor separately

The person submitting the statement is aware of the penal responsibility resulting from article 297 of the Penal Code for submitting dishonest or untrue statements.

Attachment number 5 to Terms of Reference

Material Terms of the Agreement

<p style="text-align: center;">UMOWA nr</p>	<p style="text-align: center;">AGREEMENT no.</p>
<p>Niniejsza umowa konsultingowa (dalej zwana „Umową”) została zawarta w dniu</p> <p>Strony:</p> <p>..... (dalej zwany „Zleceniodawcą”),</p> <p>..... (dalej zwany „Konsultantem”), zwanymi dalej łącznie „Stronami”, o następującej treści :</p> <p><i>W wyniku rozstrzygnięcia przez Zamawiającego procedury udzielenia zamówienia publicznego prowadzonego w przetargu nieograniczonym na podst. Art. 39 zgodnie z ustawą z dnia 29 stycznia 2004 r. Prawo zamówień publicznych została zawarta umowa o następującej treści:</i></p> <p>PREAMBUŁA</p> <p>Zleceniodawca zleca Konsultantowi, zaś Konsultant zobowiązuje się wobec Zleceniodawcy świadczyć usługi konsultingowe na rzecz Zleceniodawcy w trybie i na warunkach określonych w niniejszej umowie (dalej zwanej „Umową”). Strony uzgadniają co następuje:</p> <p>1. INTERPRETACJA I DEFINICJE</p> <p>1.1. O ile kontekst nie stanowi inaczej, wyrażenia w liczbie pojedynczej obejmują również liczbę mnogą.</p> <p>1.2. Nagłówki użyte w niniejszej Umowie służą wyłącznie celom redakcyjnym i nie mają wpływu na jej interpretację.</p> <p>1.3. „projekty” oznaczają projekty organizowane przez Instytut Adama Mickiewicza z dziedziny muzyki dawnej, klasycznej i współczesnej, a „wydarzenia” oznaczają poszczególne wydarzenia odbywające się w ramach projektów (takie jak przykładowo: koncerty, sympozja, warsztaty);</p> <p>1.4 „Usługi konsultingowe” oznaczają usługi kreowania wizerunku i usługi konsultingowe dla</p>	<p>This consultancy agreement (“Agreement”) has been concluded on</p> <p>Name of Parties:</p> <p>..... (hereinafter referred to as the “Client”).</p> <p>..... (hereinafter referred to as the “Consultant”); hereinafter referred to as “Parties” who have agreed as follows:</p> <p><i>As a result of awarding the contract by the Client in a public procurement procedure conducted on an open tender basis as per Article 39, of the Public Procurement Act of January 29, 2004, the Parties undertake as follows:</i></p> <p>WHEREAS</p> <p>The Client has requested the Consultant and the Consultant has undertaken to provide the Consultancy Services to the Client in a manner and on the terms and conditions set forth in this agreement (hereinafter referred to as “Agreement”). The Parties agree as follows:</p> <p>1. INTERPRETATION AND DEFINITIONS</p> <p>1.1. Unless otherwise inferred from the context, the references to the singular shall include the plural.</p> <p>1.2. The headings contained in the Agreement are for convenience only and do not affect their interpretation.</p> <p>1.3. “projects’ refer to the projects organized by the Adam Mickiewicz Institute in early music, classical music and modern music and “events” mean particular events taking place as part of the projects (such as: concerts, symposia, workshops);</p> <p>1.4 “Consultancy Services” refer to the services in respect of building the image and consultancy services for the Adam Mickiewicz Institute related to the core</p>

<p>Instytutu Adama Mickiewicza w odniesieniu do projektów we wszystkich obszarach międzynarodowej prasy i mediów, zgodnie ze Szczegółowym Opisem Przedmiotu Zamówienia stanowiącym Załącznik nr 1 do niniejszej Umowy.</p> <p>1.5 „Dzień wejścia w życie” oznacza zawarcie umowy</p> <p>1.6 „Okres obowiązywania” oznacza okres od do r.</p> <p>2. OKRES OBOWIĄZYWANIA</p> <p>1) Niniejsza Umowa wchodzi w życie z Dniem wejścia w życie i obowiązuje przez Okres obowiązywania.</p> <p>2) Usługi konsultingowe będą wykonywane zgodnie z harmonogramem przedstawionym przez Konsultanta i przyjętym przez Strony drogą roboczą, przy czym na działania realizowane w 2020 Konsultant przedłoży harmonogram do dnia 20.09.2020, a na działania realizowane w 2021 – do dnia 15.12.2020.</p> <p>3. USŁUGI KONSULTINGOWE</p> <p>3.1. Konsultant zobowiązuje się świadczyć na rzecz Zleceniodawcy usługi promocyjne w zakresie kreowania wizerunku i usług konsultingowych dla Instytutu Adama Mickiewicza w odniesieniu do projektów we wszystkich obszarach międzynarodowej prasy i mediów, włączając w to między innymi prasę, specjalistyczne i niespecialistyczne pisma oraz radio. Szczegółowy Opis Przedmiotu Zamówienia stanowi Załącznik nr 1 do niniejszej Umowy.</p> <p>3.2. Konsultanta wyznacza Pana/Panią do sprawowania ogólnego nadzoru nad wszystkimi aspektami projektu.</p> <p>3.3. Zobowiązanie Konsultanta w zakresie świadczenia Usług konsultingowych będzie realizowane wyłącznie przez Konsultanta, przy czym Konsultantowi nie przysługuje prawo do przekazania ani do zlecenia wykonania Usług konsultingowych żadnej osobie trzeciej.</p> <p>3.4. W zakresie realizacji Usług konsultingowych Konsultant podlega:</p> <p>3.5. Zleceniodawcy przysługuje prawo do zatwierdzania wszystkich umów wynegocjowanych przez Konsultanta w zakresie Usług konsultingowych przed ich wykonaniem.</p>	<p>activities in all the fields of international press and media, according to the Detailed Description of the Object of the Contract attached in Appendix 1 hereto.</p> <p>1.5 “Effective Date” refers to</p> <p>1.6 “Term of the Agreement” refers to the period commencing on and continuing until</p> <p>2. TERM OF THE AGREEMENT</p> <p>1) This Agreement shall commence on the Effective Date and shall continue for the Term of the Agreement.</p> <p>2) Consulting services shall be performed according to the schedule presented by the Consultant and roadmap adopted by the Parties, while for actions realized in 2020 the Consultant shall submit a schedule until 20.09.2020 and for actions realized in 2021 – until 15.12.2020</p> <p>3. CONSULTANCY SERVICES</p> <p>3.1. The Consultant shall provide promotional services to the Client with respect to creating the brand and consultancy services for the Adam Mickiewicz Institute related to all areas of international press and media, including but not limited to: newspapers, specialist and non-specialist magazines and radio. The Detailed Description of the Object of the Contract is attached in Appendix 1 to this Agreement.</p> <p>3.2. The Consultant appoints to perform general supervision over all aspects of the project.</p> <p>3.3. The Consultant’s obligation to provide the Consultancy Services shall be performed solely by the Consultant, and the Consultant shall not be entitled to assign or sub-contract the performance of the Consultancy Services to any third party.</p> <p>3.4. The Consultant, with regard to the provision of the Consultancy Services, shall report to:</p> <p>3.5. The Client shall be entitled to approve all agreements negotiated by the Consultant with regard to the Consultancy Services prior to their execution.</p> <p>4. REPRESENTATIONS OF THE CONSULTANT</p> <p>4.1. The Consultant represents that by entering into and performing its obligations under this Agreement it shall not thereby be in breach of any obligation which it owes to any third party.</p>
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<p>4. OŚWIADCZENIA KONSULTANTA</p> <p>4.1. Konsultant oświadcza wobec Zleceniodawcy, że zawierając niniejszą umowę i realizując swoje zobowiązania na mocy niniejszej Umowy nie dopuszcza się naruszenia swoich zobowiązań wobec żadnej osoby trzeciej.</p> <p>4.2. Konsultant oświadcza, że posiada niezbędne kwalifikacje umożliwiające wykonanie Usług konsultingowych.</p> <p>4.3. Konsultant niniejszym zwalnia Zleceniodawcę i zobowiązuje się ją zwalniać ze wszelkich zobowiązań do zapłaty na jego rzecz składek z tytułu ubezpieczeń społecznych.</p> <p>4.4. Zleceniodawca zobowiązuje się przekazać Konsultantowi wystarczające informacje na temat Zleceniodawcy i jego działalności umożliwiające Konsultantowi odpowiednie świadczenie Usług konsultingowych.</p> <p>5. ZOBOWIĄZANIA KONSULTANTA</p> <p>5.1. Konsultant zobowiązuje się do tego, by:</p> <p>5.1.1. Nie podejmować żadnych działań mogących zaszkodzić interesom Zleceniodawcy, włączając w to działania, które mogą zaszkodzić reputacji Zleceniodawcy lub prowadzić do utraty zamówień lub transakcji.</p> <p>5.1.2. Przekazywać Zleceniodawcy sprawozdanie z realizacji Usług konsultingowych w cyklu 2 - miesięcznym w Okresie obowiązywania Umowy oraz w każdej chwili na żądanie Zleceniodawcy.</p> <p>5.1.3. Nie zlecać ani nie przekazywać osobie trzeciej żadnych Usług konsultingowych, które zobowiązany jest świadczyć zgodnie z niniejszą umową.</p> <p>5.2. Konsultantowi przysługuje uzasadniony stopień swobody przy określaniu metody realizacji Usług konsultingowych, przy czym jednocześnie zobowiązany jest do współpracy ze Zleceniodawcą i do wykonywania wszelkich uzasadnionych i zgodnych z prawem dyspozycji w zakresie niniejszej Umowy.</p> <p>5.3. Żadne z postanowień niniejszej Umowy nie skutkuje zatrudnieniem Konsultanta, jako pracownika Zleceniodawcy. Konsultant nie może podawać się za pracownika Zleceniodawcy.</p> <p>5.4. Konsultant zobowiązuje się świadczyć Usługi konsultingowe na rzecz Zleceniodawcy wedle swej najlepszej wiedzy przez cały Okres obowiązywania. Konsultant w każdym czasie zobowiązany jest do działania w dobrej wierze wobec Zleceniodawcy w ramach realizacji Usług konsultingowych na rzecz Zleceniodawcy.</p>	<p>4.2. The Consultant represents that it has the necessary skills to perform the Consultancy Services.</p> <p>4.3. The Consultant hereby indemnifies and agrees to keep indemnified the Client from any liability whatsoever to make any social security payments to it.</p> <p>4.4. The Client shall provide the Consultant with sufficient information about the Client and its business in order for the Consultant to be properly able to provide the Consultancy Services.</p> <p>5. OBLIGATIONS OF THE CONSULTANT</p> <p>5.1. The Consultant agrees as follows:</p> <p>5.1.1. Not to engage in any conduct detrimental to the interests of the Client which includes conduct tending to bring the Client into disrepute or which results in the loss of custom or business.</p> <p>5.1.2. To furnish the Client with a progress report as to the Consultancy Services on a bimonthly basis during the Term of this Agreement and at any other times as requested by the Client.</p> <p>5.1.3. Not to sub-contract or assign to any third party any of the Consultancy Services which it is required to perform under this agreement.</p> <p>5.2. The Consultant shall retain reasonable autonomy in relation to determining the method of performance of the Consultancy Services but in doing so it shall co-operate with the Client and comply with all justified and lawful instructions within the scope of this Agreement.</p> <p>5.3. None of the provisions of this Agreement shall render the Consultant an employee of the Client. The Consultant shall not falsely represent itself as an employee of the Client.</p> <p>5.4. The Consultant shall provide the Consultancy Services to the Client to the best of his knowledge at all times during the Term. The Consultant shall at all times act in good faith towards the Client in the provision of the Consultancy Services to the Client.</p> <p>6. CONSULTANCY FEE</p> <p>6.1. The gross amount of the Consultancy Fee for 16 months shall amount to no more than (say:).</p> <p>6.2. The Consultancy Fee for 1 month of service will be (say:).</p>
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6. WYNAGRODZENIE KONSULTANTA

6.1. Wartość zamówienia brutto za **16 miesięcy** świadczenia usług: wyniesie nie więcej niż(słownie:)

6.2. Stawka za jeden miesiąc świadczenia usług wynosi:(słownie:.....).

6.3. Stawka za **jedną godzinę** konsultacji wynosi:(słownie:) przy czym przewidywana liczba godzin konsultacji wynosi 70 godzin, w trakcie obowiązywania umowy. Z tytułu nie wykorzystania pełnej liczby godzin Wykonawcy nie będą przysługiwały żadne roszczenia.

6.4. Wynagrodzenie, o którym mowa w ust. 6.2. i 6.3. powyżej, będzie płatne **co dwa miesiące**, w kwocie stanowiącej sumę miesięcznych stawek za świadczenie usług za dany okres (dwa miesiące) tj. w kwocie (słownie:) i iloczynu stawki godzinowej oraz ilości godzin konsultacji wykonywanych w danym okresie rozliczeniowym.

6.5. W przypadku, gdy w danym okresie rozliczeniowym którekolwiek z projektów lub wydarzeń nie odbędzie się, Strony mogą ustalić zamianę usług na inne równoważne projekty lub wydarzenie. Jeśli Strony w trakcie trwania danego okresu rozliczeniowego nie porozumieją się odnośnie zamiany projektu lub wydarzeń, to ryczałt zostanie procentowo obniżony o „wagę projektu” od kolejnego miesiąca – zgodnie z wykazem projektów określonym w załączniku nr 3 do Umowy), a pula niewykorzystanych środków zostanie przeniesiona na następny okres rozliczeniowy, na pulę konsultacji do wysokości wykorzystania tych środków. Jeśli dodatkowe godziny konsultacji nie zostaną wykorzystane do końca kolejnego okresu rozliczeniowego to przepadają.

6.6. Środki te będą przekazane Konsultantowi na podstawie dokumentu finansowego wystawionego przez Konsultanta, po przedstawieniu raportu z wykonanych prac, w terminie 14 dni od dnia otrzymania przez Zleceniodawcę i zaakceptowaniu przez Zleceniodawcę ww. dokumentów, na konto o nr

6.3. The rate for **one hour** of consultancy is(say:) while the predicted amount of consultancy hours is 70, during the agreement's duration. The Contractor is not entitled to any claims if the full amount of hours is not utilized.

6.4. The fee referred to in section 6.2 and 6.3 above shall be payable **every two months**, in the amount constituting the sum of monthly rates for the performance of services for a given period (two months) i.e. in the amount (say:) and the product of the hourly rate and the amount of consultancy hours performed in a given settlement period.

6.5. In the event that any of the projects or events do not take place during a given settlement period, the Parties may agree to exchange the services for other equivalent projects or events. If the Parties during the settlement period do not reach an agreement with regards to the change of project or events, a lump sum will be lowered by a percentage of 'the project's weight' from the next month (consistently with the list of projects in attachment 3 to the Agreement), and the untapped pool will be transferred to the next settlement period and added to the available consultancy pool. If those additional consultancy hours shall not be used till the end of the next settlement period they are lost.

6.6. The funds shall be remitted to the Consultant on the basis of a financial document issued by the Consultant, upon the presentation of the report on works conducted, within 14 days following the date of Client's receipt of the above mentioned documents and their approval by the Client to account No.

6.7. The Consultant shall insert in the invoice the name of the person referred to in point 3.4 and the object and the date of the agreement.

6.8. In connection with the budget year and the principles of public finance discipline, the Consultant shall issue and deliver to the Client financial document as the basis for the payment of the amount referred to in point 6.2 above in respect of the performance of the Object of the Agreement in December 2020 within the definitive deadline of 15 December 2020 and in December 2021 within the definite deadline of 15

<p>6.7. Konsultant zobowiązuje się do zamieszczenia na fakturze informacji o osobie, o której mowa w ust. 3.4 oraz o przedmiocie i dacie umowy.</p> <p>6.8. W związku z rokiem budżetowym oraz zasadami dyscypliny finansów publicznych, Konsultant zobowiązuje się do wystawienia i doręczenia Zamawiającemu dokumentu finansowego stanowiącego podstawę płatności kwoty, o której mowa w niniejszym ust. 6.2, z tytułu realizacji Przedmiotu Umowy w grudniu-2020 roku, w nieprzekraczalnym terminie do dnia 15 grudnia 2020 roku oraz w grudniu-2021 roku, w nieprzekraczalnym terminie do dnia 15 grudnia 2021 roku, z zastrzeżeniem naliczania kary umownej w wysokości 10 % (dziesięć procent) wartości, o której mowa w niniejszym ust. 6.1, za każdy dzień opóźnienia w doręczeniu ww. dokumentu finansowego</p> <p>6.9. Kwota wynagrodzenia, o której mowa w ust. 6.1., wyczerpuje wszelkie roszczenia Konsultanta z tytułu niniejszej Umowy chyba, że wyjątkowo takie wydatki zostały wcześniej zatwierdzone przez Zleceniodawcę w formie pisemnego aneksu do niniejszej Umowy.</p> <p>7. ROZWIĄZANIE UMOWY</p> <p>7.1. Zleceniodawcy przysługuje prawo wezwania Konsultanta do zaprzestania czynności oraz wypowiedzenia niniejszej Umowy w dowolnej chwili ze skutkiem natychmiastowym i bez żadnej odpowiedzialności w przypadku gdy:</p> <p>7.1.1. Konsultant dopuści się poważnego lub trwałego naruszenia swoich zobowiązań określonych w niniejszej Umowie,</p> <p>7.1.2. Zleceniodawca ma podstawy, by stwierdzić, że Konsultant nie dotrzymał zobowiązania do poufności dotyczącego Konsultanta,</p> <p>7.1.3. Zleceniodawca jest z jakiegokolwiek powodu niezadowolony z Konsultanta, lub</p> <p>7.1.4. Konsultant dopuści się oszustwa, nieuczciwego działania lub poważnego wykroczenia.</p> <p>7.2. Brak przekazania przez Konsultanta oświadczenia o wypowiedzeniu niniejszej umowy, w przypadku takiego wypowiedzenia, stanowi naruszenie umowy ze strony Konsultanta i upoważnia Zleceniodawcę do dochodzenia odszkodowania od Konsultanta z tytułu wszelkich strat poniesionych w efekcie przez Zleceniodawcę.</p> <p>7.3. W razie niewykonania lub nienależytego wykonania przedmiotu umowy Zleceniodawcy przysługuje od Konsultanta kara umowna w</p>	<p>December 2021, with the reservation that a contractual penalty equal to 10% (ten percent) of the amount referred to in point 6.1 above shall be charged for each day of delay in the submission of the above-mentioned financial document.</p> <p>6.9. The amount of the fee referred to in point 6.1. exhausts all claims of the Consultant under this Agreement except where such expenses may have been authorized in advance by the Client on an exceptional basis in a written annex to this Agreement.</p> <p>7. TERMINATION OF THE AGREEMENT</p> <p>7.1. The Client may instruct the Consultant to cease to work and terminate this Agreement with immediate effect at any time and without liability if:</p> <p>7.1.1. the Consultant commits any serious or persistent breach of any of its obligations under this Agreement;</p> <p>7.1.2. the Client reasonably believes that the Consultant has breached the confidentiality clause applicable to the Consultant.</p> <p>7.1.3. for any reason the Consultant proves unsatisfactory to the Client; or</p> <p>7.1.4. the Consultant is found guilty of any fraud, dishonesty or serious misconduct.</p> <p>7.2. Failure by the Consultant to give notice of termination of this Agreement should such a termination be made, shall constitute a breach of contract by the Consultant and consequently the Client may claim damages from the Consultant for any resulting loss suffered by the Client.</p> <p>7.3 In case of failure to perform or inadequate performance of the object of this Agreement, the Consultant shall pay the Client contractual damages in the amount of 30% of the total Consultancy Fee specified in point 6.1.</p> <p>7.4 If the Client withdraws from or terminates this Agreement due to circumstances caused by the Consultant, the Consultant shall reimburse the Client the received amount along with interest accrued as for outstanding tax liabilities.</p> <p>8. ACKNOWLEDGEMENT</p> <p>8.1 The Consultant acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the services carried out by the Consultant during the Term of this Agreement shall belong to the Client. Accordingly, the Consultant shall execute all such documents and act as required</p>
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wysokości równej 30 % całkowitej kwoty Wynagrodzenia Konsultanta określonej w ust. 6.1.
7.4. W razie odstąpienia od umowy przez Zleceniodawcę, lub jej wypowiedzenia, z powodu okoliczności, za które odpowiada Konsultant, będzie on zobowiązany do zwrotu Zleceniodawcy otrzymanej kwoty wraz z odsetkami liczonymi jak od zaległości podatkowych.

8. OŚWIADCZENIE

8.1 Konsultant przyjmuje do wiadomości, że wszystkie majątkowe prawa autorskie, znaki handlowe, patenty i inne prawa własności intelektualnej wynikające z usług realizowanych przez Konsultanta w Okresie obowiązywania niniejszej Umowy są własnością Zleceniodawcy. W związku z tym Konsultant zobowiązuje się podpisywać wszelkie dokumenty i podejmować działania wymagane przez Zleceniodawcę w celu zapewnienia skuteczności jego praw zgodnie z niniejszym ustępem.

8.2 Konsultant oświadcza, że spełnia przesłanki ubiegania się o zamówienia publiczne określone w art. 22 nie podlega wykluczeniu na podstawie art. 24 ustawy z dnia 29 stycznia 2004 r. „Prawo zamówień publicznych

9. POUFNOŚĆ

9.1. W celu zagwarantowania poufności i zabezpieczenia tajemnicy handlowej Zleceniodawcy, bez szkody dla wszelkich innych zobowiązań w zakresie zachowania w tajemnicy wszystkich informacji mu przekazanych lub pozyskanych przez niego w ramach poufności, Konsultant zobowiązuje się do tego, by:

9.1.1. Nikomu nie ujawniać ani nie wykorzystywać tajemnicy handlowej ani informacji poufnych Zleceniodawcy w trakcie Okresu obowiązywania i po jego zakończeniu (chyba, że za wyraźną zgodą Zleceniodawcy w zakresie koniecznym do wykonania obowiązków),

9.1.2. Przekazać Zleceniodawcy na koniec Okresu obowiązywania wszystkie dokumenty i inne materiały należące do Zleceniodawcy, włączając w to dokumenty i inne materiały należące do Zleceniodawcy, będące w jego posiadaniu, w tym dokumenty i inne materiały przez niego opracowane w Okresie obowiązywania,

9.1.3. Nie sporządzać żadnych kopii, abstraktów, podsumowań ani skrótów całości ani części żadnych

by the Client in order to give effect to its rights pursuant to this clause.

8.2 The Consultant represents that it fulfills the public procurement requirements set in Article 22 and is not subject to exclusion under Article 24 of the Public Procurement Act of 29 January 2004.

9. CONFIDENTIALITY

9.1. In order to protect the confidentiality and trade secrets of the Client, and without prejudice to every other obligations regarding keeping confidential all information provided or gained in confidence by the Consultant, the Consultant agrees as follows:

9.1.1. The Consultant shall not, at any time, whether during or after the Term of this Agreement (unless expressly authorized to do so by the Client within a scope deemed necessary for the Consultant to perform obligations) disclose to any person or to make use of any of the trade secrets or confidential information of the Client;

9.1.2. At the end of the Term of this Agreement the Consultant shall deliver to the Client all documents and other materials belonging to the Client, including documents and other materials belonging to the Client which remain in the Consultant's possession, including documents and other materials compiled by the Consultant during the Term of this Agreement.

9.1.3. The Consultant shall not, at any time, make any copy, abstract, summary or précis, in part or in whole, of any document or other material belonging to the Client except when required to do so as part of the Consultant's obligations under this Agreement, in which event any such item shall belong to the Client as appropriate.

10. NOTICES AND ASSIGNMENT

10.1. All notices which are required to be given hereunder shall be in writing and shall be sent to party to this Agreement at the address written above or other address provided to the other party. Any such notice may be delivered personally or by first class registered delivery or facsimile transmission. The delivery shall be deemed effective on the moment of delivery if delivered by hand; within 48 hours if delivered by first class registered mail; and upon successful transmission if delivered by facsimile.

10.2. The Client shall be entitled to assign this Agreement to any of its Associated Businesses.

dokumentów ani innych materiałów należących do Zleceniodawcy za wyjątkiem przypadków koniecznych w ramach wykonywania obowiązków zgodnie z niniejszą Umową, a w takim przypadku każda taka pozycja należy odpowiednio do Zleceniodawcy.

10. POWIADOMIENIA I CESJA

10.1. Wszystkie powiadomienia, jakie mają być przekazywane zgodnie z niniejszą Umową, będą sporządzane na piśmie i przesyłane do strony niniejszej Umowy na adres wskazany powyżej lub inny adres przekazany drugiej stronie. Takie powiadomienia mogą być przekazywane osobiście lub opłaconym priorytetowym listem poleconym lub faksem, przy czym uważa się je za doręczone w chwili dostarczenia w przypadku osobistego doręczenia, w terminie 48 godzin w przypadku listu priorytetowego oraz w momencie udanej transmisji w przypadku przesłania faksem.

10.2. Zleceniodawcy przysługuje prawo przeniesienia niniejszej Umowy na rzecz swojego Podmiotu stowarzyszonego.

11. ODPOWIEDZIALNOŚĆ I UBEZPIECZENIE

11.1. Strony są odpowiedzialne za wszelkie straty, szkody majątkowe i osobowe poniesione przez dowolną osobę wskutek zaniedbania lub zaniechania ze strony ich pracowników lub podwykonawców.

11.2. Konsultant zapewni odpowiednie ubezpieczenie od odpowiedzialności pracodawcy, ubezpieczenie od odpowiedzialności cywilnej i inne odpowiednie polisy ubezpieczenia, jak ubezpieczenie od odpowiedzialności zawodowej, dla Konsultanta i jego pracowników w ramach Zlecenia oraz udostępni egzemplarze polis Zleceniodawcy na jego żądanie.

11.3. Konsultant ponosi odpowiedzialność za wszelkie wady związane z Usługami konsultingowymi i naprawi takie wady na własny koszt, jeśli można je naprawić, w rozsądnym czasie od momentu zgłoszenia takich wad przez Zleceniodawcę.

11.4. Konsultant zobowiązuje się dołożyć wszelkich starań w celu zapewnienia dokładności i zgodności z prawem i regulacjami wszystkich materiałów na piśmie przygotowanych przez niego do dystrybucji w formie elektronicznej lub fizycznej do mediów i innych odbiorców.

11. LIABILITY AND INSURANCE

11.1. The Parties shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of their employees or sub-contractors.

11.2. The Consultant shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as the Professional Indemnity insurance in respect of the Consultant and its staff as part of the Agreement and shall render copies of such policies available to the Client upon request.

11.3. The Consultant shall be liable for any defects arising in relation to the Consultancy Services and shall rectify at its own cost such defects if they may be rectified within a reasonable period following the moment the Client produces a notification of such defects by the Client.

11.4 The Consultant shall use its best efforts to ensure the accuracy and legal/regulatory compliance of any written materials it produces for the purpose of electronic or physical distribution to the media and other recipients.

12. ILLEGALITY

If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, including but not limited to the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend or modify the provisions and terms of this Agreement as necessary or desirable in the given circumstances.

13. DISCLAIMER

The Client makes no representation, nor does it accept any responsibility for ensuring that the terms of this contract are an accurate reflection of the relationship between the Consultant and the Client. Furthermore, the Client accepts no liability to indemnify the Consultant for any losses, expenses or liabilities incurred by the Consultant in terms of tax liabilities, national insurance or statutory or contractual or any such liability to any third party arising from the Agreement.

12. NIEZGODNOŚĆ Z PRAWEM

W przypadku, gdyby któreś z postanowień lub warunków niniejszej Umowy stało się lub zostało uznane za niezgodne z prawem, nieważne lub niewykonalne z dowolnego powodu, włączając w to między innymi przepisy ustawowe lub inne przepisy o mocy prawa lub z powodu orzeczenia sądu lub innego organu lub władzy sprawującej właściwość w przypadku stron niniejszej Umowy, takie warunki lub postanowienia mają charakter rozłączny w stosunku do niniejszej Umowy i zostaną uznane za skreślone z niniejszej Umowy, przy czym jednak, jeśli takie skreślenie miałoby znaczący wpływ lub zmieniało podstawy handlowe niniejszej Umowy, strony wynegocjują w dobrej wierze zmianę lub modyfikację postanowień i warunków niniejszej Umowy niezbędną lub pożądaną w danych okolicznościach.

13. ZASTRZEŻENIE

Zleceniodawca nie składa żadnych oświadczeń ani nie ponosi żadnej odpowiedzialności w zakresie zapewnienia, że warunki niniejszej umowy dokładnie odzwierciedlają stosunki pomiędzy Konsultantem a Zleceniodawcą. Ponadto Zleceniodawca nie ponosi żadnej odpowiedzialności, by zabezpieczyć Konsultanta przed wszelkimi stratami, wydatkami lub odpowiedzialnością ponoszoną przez Konsultanta w zakresie zobowiązań podatkowych, ubezpieczenia krajowego lub zobowiązań ustawowych bądź umownych z tytułu takiej odpowiedzialności wobec osoby trzeciej w związku z niniejszym Zleceniem.

14. CAŁOŚĆ POROZUMIENIA

14.1. Niniejsza Umowa stanowi całość porozumienia pomiędzy stronami w przedmiocie świadczenia Usług konsultingowych przez Konsultanta na rzecz Zleceniodawcy. Wszelkie zmiany lub uzupełnienia niniejszej Umowy wymagają pisemnej akceptacji przez Konsultanta i Zleceniodawcę pod rygorem nieważności.

14.2. Umowę sporządzono w czterech jednobrzmiących egzemplarzach: trzy egzemplarze dla Instytutu i jeden egzemplarz dla Konsultanta. W przypadku rozbieżności między wersjami językowymi, wiążąca będzie wersja w języku polskim.

15. PRAWO WŁAŚCIWE I WŁAŚCIWOŚĆ SĄDÓW**14. ENTIRE AGREEMENT**

14.1. This Agreement contains the entire agreement between the parties with regard to the provision of the Consultancy Services by the Consultant to the Client. All amendments and supplements to this Agreement require a written confirmation by the Client and Contractor for their validity

14.2. This Agreement has been drawn up in four identical copies, three copies for the Institute and , one copy for Consultant. In case of any differences between the language versions, the Polish language version shall prevail.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of Poland and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts which have jurisdiction over the registered office of the Client.

Appendices:

1. Detailed Description of the Object of the Contract and Weights of the Projects
2. Principles of delegating personal data processing (if applicable)

Niniejsza Umowa będzie interpretowana zgodnie z prawem polskim, zaś wszelkie spory, roszczenia i postępowania między stronami związane z ważnością, interpretacją lub wykonaniem niniejszej Umowy podlegają wyłącznej jurysdykcji sądów właściwych dla siedziby Zleceniodawcy.

Załączniki:

1. Szczegółowy Opis Przedmiotu Zamówienia I wagi Projektów
2. Zasady powierzenia przetwarzania danych osobowych (jeżeli dotyczy)
3. Wagi Projektów

Attachment number 6 to the Terms of Reference

LIST OF PERSONS

We state that the Contractor represented by us, shall delegate the following persons to realize the task:

No.	Name and surname of the person who will participate in the performance of the order	The basis for considering the individuals at the disposal of the company*	Scope of performed actions	Education and experience
1.			Director of the agency	<input type="checkbox"/> at least 3 year experience in conducting an international agency dealing with the promotion of classical music internationally <input type="checkbox"/> minimum 3 year experience of working in an international distribution of classical music publications (books, records, magazines) <input type="checkbox"/> education in culture management <input type="checkbox"/> fluent in English
2.			Head press officer	<input type="checkbox"/> minimum 2 years experience in managing a PR department of international cultural events <input type="checkbox"/> experience in working in communications department of a radio channel or TV channel or publications in classical music <input type="checkbox"/> fluent in English
Event Director (three people, who jointly fulfill the below requirements consistently with the description included in Terms of References in chapter V)				
3.			Event director 1	<input type="checkbox"/> has at least 2 year experience in cooperating with an international music publishing company <input type="checkbox"/> has a minimum of 2 years experience of working in international PR agencies specializing in classical music <input type="checkbox"/> has a minimum of 2 years of experience of cooperating with a company operating in performative arts <input type="checkbox"/> is fluent in French <input type="checkbox"/> is fluent in English
4.			Event director 2	<input type="checkbox"/> has a minimum of 2 years experience of cooperation with an

				<p>international music publishing company</p> <p><input type="checkbox"/> has at least 2 years experience of work in international PR agencies specializing in classical music or international concert agencies specializing in classical music,</p> <p><input type="checkbox"/> has at least 2 year experience of cooperation with a company operating in the performative arts sector</p> <p><input type="checkbox"/> is fluent in English</p> <p><input type="checkbox"/> is fluent in French</p>
5.			Event director 3	<p><input type="checkbox"/> has at least 2 year experience of cooperation with an international music publishing company,</p> <p><input type="checkbox"/> has a minimum 2 year experience of work in international PR agencies specializing in classical music or international concert agencies specializing in classical music</p> <p><input type="checkbox"/> has at least 2 year experience of cooperation with a company operating in performative arts sector,</p> <p><input type="checkbox"/> is fluent in English</p> <p><input type="checkbox"/> is fluent In French</p>

*please provide the grounds for considering parties included on the list as being at the disposal of the company, e.g. employment contract, contract of mandate, etc. Moreover, if the Contractor will rely on the persons of other entities capable of performing the order, regardless of the legal nature of the relations between them, he is obliged to prove to the Client that he will have the resources necessary to perform the order. Therefore the binding obligations of these entities must be presented regarding releasing the resources for a period necessary to perform the order.

The Contractor confirms the education and experience of the listed persons by placing an "x" in the check box when the condition is met. Failure to mark the conditions will result in the Client not recognizing the person in question as meeting the conditions for participation in the procedure specified in the Terms of Reference.

Please note: At least one of the candidates must be fluent in French and at least two candidates must be fluent in English.

..... date.

.....
(signature of the authorized representative of the Client)

.....
Seal