

Instytut Adama Mickiewicza
ul. Mokotowska 25
00-560 Warsaw

C.262.65.2019.HZ1

**TERMS OF REFERENCE FOR
OPEN TENDER PROCEDURE**

Object of the Contract:

**Provision of PR services related to the promotion of events organized in Japan by Adam Mickiewicz Institute to celebrate the 100th anniversary of establishing Polish-Japanese diplomatic relations carried out within the framework of the Asia programme in 2019
Procedure no.: 12/IAM/2019/05**

Approved by:

Deputy Director,
Adam Mickiewicz Institute

Dariusz Sobkowicz

Warsaw, June 6, 2019

Article 1

The Awarding Entity

Instytut Adama Mickiewicza
ul. Mokotowska 25
00-560 Warszawa

Article 2

Contract awarding procedure; legal grounds

The contract awarding procedure is carried out pursuant to the Public Procurement Act of 29 January 2004 (Journal of Laws 2018, item 1986, as amended), hereinafter referred to as "PPL" or "Law", as an open tender procedure for a service whose contract value does not exceed the amount set out in regulations issued pursuant to Article 11.8 of the PPL (i.e. EUR221 000).

Article 3

Description of the object of the contract

1. The object of the contract is **provision of PR services related to the promotion of events organized in Japan by Adam Mickiewicz Institute to celebrate the 100th anniversary of establishing Polish-Japanese diplomatic relations carried out within the framework of the Asia programme in 2019**
2. The detailed description of the object of the contract is presented in **Appendix 1** to these Terms of Reference.
3. Common Procurement Vocabulary (CPV) code: 79416200-5 Public relations consultancy services.
4. The Awarding Entity shall not accept variant tenders.
5. The Awarding Entity shall not accept tenders based on equivalent arrangements.
6. The Awarding Entity shall not accept partial tenders.
7. The Awarding Entity shall not enter into a framework agreement.
8. The Awarding Entity shall not conduct an electronic bidding procedure.
9. Settlements with the Contractor shall be made **in PLN or in JPY**.
10. The Awarding Entity shall not reimburse costs of participation in the procedure, subject to Article 93.4 of the PPL.
11. The Awarding Entity shall not award the contract as set forth in Article 67.1.6 of the PPL.
12. The Awarding Entity does not restrict eligibility to compete for a contract only to Contractors employing over 30% of disabled personnel.
13. Pursuant to Article 36b.1 of the PPL, in the submitted bid the Contractor shall include information about a specific part of the contract intended to be entrusted to subcontractors and information about subcontractors' companies. The Awarding Entity does not restrict any part of the Contract from being performed by subcontractors.

Article 4

Date and venue of the performance of the contract

The object of the contract shall be performed for a period of **6 months**.

Article 5

Conditions of participation in the procedure

1. Pursuant to Article 22.1 of the PPL Contract eligibility is restricted to the Contractors who fulfil the conditions concerning:
 - 1) Contractors are not subject to exclusion pursuant to Article 24.1(12-13) of the PPL. The Awarding Entity shall not exclude the Contractor pursuant to Article 24.5 of the PPL.
 - 2) Contractors meet the conditions for participation in the procedure, as follows:
 - a) competences or authorization to perform specific business activities, if such authorizations are required by law; The Awarding Entity does not make a detailed condition regarding this matter;
 - b) economic or financial standing. The Awarding Entity does not make a detailed condition regarding this matter;
 - c) technical or professional competences.

The Awarding Entity shall conclude that the Contractor fulfils the aforementioned condition if the Contractor shall demonstrate that they are or will be in possession of a team responsible for performing the contract, which consists of **the minimum of two persons** who fulfil the following conditions:

1. one person has at least 2 years of experience in managing a PR agency specializing in communication of projects related to culture in Japan;
 2. one person has at least 2 years of experience in working for PR agencies specializing in communication of projects related to culture in Japan,
 3. each person is a fluent speaker of English and Japanese.
2. In order to meet the requirements of the participation in the open tender as specified in section 1.2 of these Terms of Reference, in specific situations and with regard to a specific contract, the Contractor may rely on technical or professional potential, or financial or economic standing of third entities, regardless of the legal nature of the Contractor's relations with such entities.
 3. The Awarding Entity represents that the "specific situation" specified in Art.5.2 of these Terms of Reference is restricted to the situation when:
 - 1) the Contractor who relies on third party resources or standing of third entities shall demonstrate to the Awarding Entity their ability to be in possession of resources required to perform the contract, in particular by presenting to this end a written commitment of said third parties to place the necessary resources at the Contractor's disposal for the performance of the contract;
 - 2) The Awarding Entity shall determine whether third party technical capacities, or personnel capable of performing the contract, or their financial or economic standing allow the Contractor to demonstrate that they meet the requirements of participation in the open tender procedure, and shall determine whether there are no grounds for exclusion as referred to in Art. 24, section 1, item 13-22 of the PPL.
 - 3) With regard to the requirements concerning educational background, professional qualifications and experience, Contractors may rely on third party competencies if such entities provide services that require such competencies.
 4. Further details regarding the situation when the Contractor relies on third party resources are stipulated in Art.22a, item 1-6 of the PPL.
 5. The Contractor who is excluded pursuant to Art. 24, section 1, items 13 and 14 and 16–20 of the PPL, may provide evidence that the measures taken by the Contractor are sufficient to demonstrate their reliability, and specifically the Contractor may demonstrate that that any damage caused by an offence or fiscal offence has been remedied; any harm or damage has been remedied in the form of financial compensation; the Contractor may provide a comprehensive explanation of the current situation and cooperation with law enforcement bodies as well as describe specific measures of technical, organizational and human resources nature taken in order to prevent further offences, fiscal offences or improper actions of the Contractor. The regulation specified in the first sentence above shall not apply if the Contractor being a collective entity has been banned by final judgment from participating in a contract awarding procedure and if the ban period specified in the final judgment hasn't elapsed.
 6. The Contractor shall not be excluded if the Awarding Entity, taking into account the gravity and particular circumstances, deems as sufficient the evidence provided by the Contractor pursuant to section 5 above.
 7. The Awarding Entity may exclude any participating Contractor at any stage of the contract awarding procedure.
 8. Only Contractors who are not subject to exclusion from the contract award procedure shall participate. In case of Contractors competing jointly for the contract, each of the Contractors

competing jointly for the contract must demonstrate that there are no grounds for exclusion from the procedure.

9. Fulfilment of the conditions of participation in the procedure shall be evaluated based on the documents and declarations submitted by Contractors, referred to in Article 6, and assessed on a fulfilled/not fulfilled basis.
10. Tender eligibility is restricted to Contractors who have the capacities to perform the contract in accordance with Appendix 1 to these Terms of Reference.

Article 6

List of declarations and documents to be submitted by Contractors as confirmation of fulfilment of the conditions of participation in the procedure and evidence of no grounds for exclusion from the procedure.

1. Along with the bid, each Contractor shall submit **a declaration** valid as of the day of submitting the bid regarding the contents of **Appendix 3** to these Terms of Reference. Information provided in the declaration shall be considered as the initial evidence that the Contractor is not subject to exclusion and fulfils the conditions of participating in the contract award procedure.
2. In case of Contractors competing jointly for the contract, the declaration referred to Art.6, section 1 of these Terms of Reference shall be submitted by each of the Contractors competing jointly for the contract. The information presented in the declaration shall confirm that each of the Contractors fulfils the conditions of participating in the procedure, that there are no grounds for exclusion from the procedure to the extent to which each of the Contractors confirms the fulfilment of the conditions of participation in the procedure and lack of grounds for exclusion.
3. The Awarding Entity **requests** that the Contractor who intends to entrust subcontractors with the performance of part of the contract **shall provide information about subcontractors in the declaration referred to in Art.6 section 1 of these Terms of Reference** in order to confirm there are no grounds for their exclusion from the procedure.
4. The Contractor who relies on third party resources in order to demonstrate there are no grounds for their exclusion and to demonstrate– to the extent to which the Contractor relies on their resources – the fulfilment of conditions for participation in the procedure **shall provide information about such entities in the declaration referred to in Art.6 section 1 of these Terms of Reference.**
5. Before awarding the contract, the Awarding Entity **shall request** the Contractor whose bid has earned the highest score to submit the following valid declarations and documents within the set deadline but no shorter than **5** days:
 - a) **a list of persons** appointed by the Contractor to perform the contract, specifically provision of services, including the information regarding their professional qualifications, authorizations, experience, and education necessary to perform the contract, as well as the scope of their activities and information on the basis for the disposal of such persons. The template of the list constitutes **Appendix 6** to the Terms of Reference.
6. **Within 3 days** following the day on which the information referred to in Art.86, section 5 of the PPL has been published online, the Contractor shall provide the Awarding Entity with **a declaration ascertaining whether the Contractor is or is not a member of the capital gains group** (a template of the declaration is attached in **Appendix 4 to these Terms of Reference**) as referred to in Art.24, section 1, item 23 of the PPL. Along with submitting the declaration, the Contractor may present evidence that the links between them and other Contractor does not cause distortion of competition in the contract awarding procedure.
7. To all matters not regulated by these Terms of Reference, provisions of the Ordinance of the Ministry of Development of 26 July 2016 on the types of documents that the Awarding Entity may request from the Contractor for the purpose of contract awarding procedure shall apply (Journal of Laws of 2016, item 1126, as amended).
8. If the Contractor fails to submit the declaration referred to in Art.6 section 1 of these Terms of Reference, declarations or documents ascertaining the circumstances specified in Art.25, section 1

of the PPL, or other documents necessary to conduct the procedure, or if the declarations and documents are incomplete, faulty, or give rise to doubts of the Awarding Entity, the Awarding Entity shall request the Contractor to resubmit, supplement, or correct them or to provide clarifications within the set deadline unless the event when despite submitting, supplementing or correcting them or providing clarifications, the bid of the Contractor would be subject to exclusions or it would be necessary to cancel the procedure.

9. The Awarding Entity shall request the Contractors that failed to submit the required powers of attorney or submitted defective powers of attorney to submit them within a deadline set by the Awarding Entity unless the Contractor's offer is subject to exclusion or it would be necessary to cancel the procedure.
10. For the purpose of confirming the fulfilment of requirements for the participation in the contract awarding procedure, where appropriate, and with regard to a specific contract in whole or in part, the Contractor may rely on third party technical potential, expertise, or financial or economic capacity regardless of the legal nature of the Contractor's legal relations with such entities. The Contractor who relies on the potential or capacity of third parties shall demonstrate to the Awarding Entity that while performing the contract they shall be in possession of necessary resources of third parties, in particular by presenting to this end a commitment of said third parties to place at the Contractor's disposal the resources necessary for the performance of the contract. The entity who has undertaken to place their resources at the Contractor's disposal shall be jointly liable for any damage arising in connection with the failure to place these resources at the Contractor's disposal unless such entity does not hold responsibility for such failure. The document confirming the third party obligation shall express their will to place appropriate resources at the Contractor's disposal in a clear and unambiguous manner and include:
 - a) the scope of resources placed at the Contractor's disposal;
 - b) the manner in which resources of other entities will be used by the Contractor for the purposes of performing the contract;
 - c) the nature of relations between the Contractor and the other entity;
 - d) the scope and period within which other entity will participate in performing the contract.

Article 7

COMMUNICATION BETWEEN THE AWARDING ENTITY AND CONTRACTORS AND PROVISION OF DECLARATIONS AND DOCUMENTS; PERSONS AUTHORIZED TO COMMUNICATE WITH CONTRACTORS

1. Subject to the exceptions set out in the Law, any declarations, requests, notices and information shall be exchanged by the Awarding Entity and Contractors:
 - a) **in writing at the following address: Instytut Adama Mickiewicza, ul. Mokotowska 25, 00 – 560 Warsaw, Poland, or**
 - b) **by fax at +48 22 44 76 181 , or**
 - c) **by e-mail at: hzonko@iam.pl**
2. If the Awarding Entity or Contractors exchange any declarations, requests, notices and information by fax or by e-mail, either party shall immediately confirm receipt on request of the other party.
3. The Contractor may request the Awarding Entity to provide clarifications concerning the content of the Terms of Reference. The Awarding Entity shall provide clarifications immediately, no later than 2 days before the tender submission time limit, provided that the request for clarification of the provisions of the Terms of Reference is received by the Awarding Entity no later than by the end of day on which one half of the set tender submission time limit has elapsed.
4. The Awarding Entity shall provide any clarification simultaneously to all Contractors who have received the Terms of Reference and publish it on the website, however without disclosing the source of the query.
5. In justified cases, the Awarding Entity may modify the provisions of the Terms of Reference before the tender submission time limit. The Awarding Entity shall provide any modification of the Terms of Reference immediately to all Contractors who have received the Terms of Reference and publish it on the website. Any modification shall be an integral part of the Terms of Reference.

6. The authorized contact person for Contractors is **Halina Zonko - phone no 22 44 76 181**

Article 8

Tender bond requirements

The Awarding Entity sets no tender bond.

Article 9

Tender validity

1. The tender shall be binding to the Contractor for a period of **30 days** which shall commence with the expiry of the time limit for submission of tenders (Article 85.5 of the PPL),
2. A Contractor acting on its own initiative or at the request of the Awarding Entity may extend the period of tender validity for a period necessary to sign the public contract agreement, however the Awarding Entity may only once, at least 3 days before the tender validity deadline, request the Contractor to extend the deadline for an indicated period, which however shall not be longer than 60 days.

Article 10

Tender preparation method

1. The Contractor shall bear all costs related to the preparation and submission of the tender.
2. Each Contractor may submit a single bid. Submission of more than one bid per Contractor shall result in rejection of all of their bids pursuant to Art. 89, section 1, item 1 and Art. 82, section 1 of the PPL.
3. Tenders should be prepared according to the requirements set out in the Terms of Reference.
4. It is recommended that all the pages filled with writing or print included in a bid are numbered and fastened together in an orderly and permanent fashion.
5. All bids shall be prepared **in Polish or in the English language version**, typed, computer printed or written in other indelible ink.
6. Any corrections, amendments or deletions in the text of a bid must be dated and initialled by the representative of the Contractor authorized to sign the bid.
7. The submitted bid and all applicable declarations must be signed by a person (persons) authorized to represent and sign the contract on behalf of the Contractor, as entered in the appropriate register.
8. If the powers of attorney indicates the authorization to sign the contract, declarations, representing the Contractor/Contractors for the purpose of the procedure and contracting obligations to the amount equal to the tender price, it shall be granted (signed) by a person (persons) authorized as entered in the appropriate register and attached to the tender. The authorization must be submitted as original or copy certified as a true copy.
9. The provision of point 8 above shall apply as appropriate to all subsequent powers of attorney.
10. The person or persons signing the bid must be authorized to contract on behalf of the Contractor up to an amount equal to the price of the bid pursuant to the entry into the relevant register.
11. All documents required under these Terms of Reference prepared in a foreign language version must be submitted along with relevant translations.
12. All pages of the submitted bid, along with any attached declarations, translated copies and all other documents shall be initialled by no less than one authorized representative of the Contractor. This applies to the original copies of the attached declarations and other documents, as well as to the photocopies certified by the Contractor as true copies of the original documents.
13. If the Contractor believes that the tender includes information constituting "confidential business information" as specified in the provisions on combating unfair competition, the Contractor must, by no later than the bid submission deadline, restrict such information as confidential and demonstrate that it constitutes confidential business information. Such information shall be placed in a separate envelope inside the tender with the note "Confidential business information" and indicate page numbers constituting confidential business information. Unless restricted as stipulated herein, all information included in the bid may be disclosed as requested by any entity along with the existing minutes. Pursuant to Art. 11, section 4 of the Act on Combating Unfair Competition of 16 April 1993, "confidential business information" shall be construed specifically as

information of technical, technological, organizational nature or other information of economic value, which as a whole or a specific list and set of its elements is not generally known to persons who deal with this type of information in the usual course of business or which is not easily accessible to such persons unless the entity authorised to use or manage such information has taken necessary measures to keep the information confidential with due diligence exercised.

14. The bid must include all documents, appendices and declarations specified in these Terms of Reference.
15. For bids submitted jointly by a consortium of Contractors who compete jointly for the contract, all participating Contractors shall have joint and several liability in respect to the non-performance or undue performance of the contract.
16. A bid submitted jointly by a consortium of Contractors must be signed in a way that makes it legally binding for all Contractors participating in the bid.
17. For bids submitted jointly by a consortium of Contractors competing jointly for the contract, the tender must include a document granting power of attorney to an individual authorized to represent the Contractors participating in the joint bid in the tender procedure or to represent the Contractors in the tender procedure and enter into contract with regard to a public procurement. This power of attorney must be submitted as an original document or notarized copy.
18. For Contractors competing jointly for the contract and for entities referred to in Article 6.4 of these Terms of Reference, copies of documents related to the Contractor or said entities must be certified as true copies by the Contractor or the relevant entities respectively.
19. It is recommended that the first pages of a bid adhere to the Tender Form Template (Appendix 2 to these Terms of Reference). While failure to adhere to the template set out in Appendix 2 shall not constitute grounds for rejection of the bid, the Awarding Entity requires that any submitted bid include all declarations specified in the tender form template.
20. Furthermore, each tender shall contain:
 - 1) completed **Tender form – Attachment no 2** to these Terms of Reference containing specifically: the total gross tender price; obligation as for meeting the deadline for performing the contract; declaration on the time during which the tender is binding for the Contractor; declaration on accepting all provisions of the Terms of Reference and the Material Terms of Agreement with no reservations as well as information on which part of the contract the Contractor intends to entrust to subcontractors.
 - 2) declarations described in section 6 of the Terms of Reference;
 - 3) power of attorney authorizing to represent the Contractor (Contractors participating jointly) if the tender is submitted by a representative;
 - 4) obligation of a third party if the Contractor relies on the resources or standing of a third party (if applicable).
21. Bids shall be submitted in sealed, intact packaging to the reception desk of the Adam Mickiewicz Institute, Mokotowska 25, 00-560 Warsaw, Poland.
22. Packaging (envelope) containing bids shall be marked as follows:

Tender for: “Provision of PR services related to the promotion of events organized in Japan by Adam Mickiewicz Institute to celebrate the 100th anniversary of establishing Polish-Japanese diplomatic relations carried out within the framework of the Asia programme in 2019

Procedure no. 12/IAM/2019/05

“Do not open before June 14, 2019 at 1:00 p.m.”

addressee: Adam Mickiewicz Institute, Mokotowska 25, 00-560 Warsaw, Poland

sender: Contractor’s name, detailed mailing address and phone numbers (a seal is permitted).

NOTE: The Awarding Entity shall not be responsible for early opening of bids if envelopes are not marked correctly.

23. Pursuant to Art. 84, section 1 of the PPL, a Contractor may revise or withdraw the submitted bid prior to the submission deadline. The Contractor shall inform the Awarding Entity in writing should they wish to revise or withdraw the submitted bid prior to the submission deadline.
24. Revised bids shall be submitted in a separate sealed and intact envelope marked "REVISION". The envelope must be marked with the Contractor's name, detailed mailing address and phone number (a seal is permitted).
25. After the submission deadline, Contractors may no longer revise or withdraw their respective bids.

Article 11

Tender submission and opening place and date.

1. Tenders shall be submitted to the registered office of the Awarding Entity: Instytut Adama Mickiewicza, ul. Mokotowska 25, 00-560 Warsaw, Poland, reception desk
by 12:30 p.m. June 14, 2019 Tenders shall bear the address specified in Article 10.22 of these Terms of Reference.
2. The date and time of submitting the tender to the Awarding Entity, not the date of sending the tender by postal or courier services, shall be decisive in keeping the deadline of tender submission.
3. Tenders submitted after the deadline set forth in Article 11 of these Terms of Reference shall be returned to the Contractor pursuant to Article 84.2 of the PPL.
4. Tenders shall be opened on **June 14, 2019 at 1:00 p.m.** at the registered office of the Awarding Entity.
5. Tenders shall be opened publicly.
6. During the opening of tenders, the Awarding Entity shall announce information specified in Article 86.4 of the PPL.
7. Immediately after opening the tenders the Awarding Entity shall upload information on the www.iam.pl website regarding:
 - a) the amount intended to be allocated to finance the contract;
 - b) companies and addresses of Contractors that submitted the tenders within time limit;
 - c) prices, deadlines for performing the contract, period of guarantee, and payment conditions specified in the tenders.

Article 12

Method of calculation of the tender price.

1. A Contractor shall quote a tender price for the performance of the contract by specifying in the Tender Form following the template which constitutes **Appendix no 2** to these Terms of Reference the total gross price for the performance of the contract.
2. The total gross contract value offered in the Contractor's bid must ensure the coverage of all costs related to the performance of the procurement and Material Terms of Agreement set forth Terms of Reference.
3. The Awarding Entity requires all prices to be quoted rounded off to the second decimal place according to the mathematical rules of rounding off numbers, i.e.:
(a fraction below 5 shall be omitted; a fraction ending with digits 5 to 9 shall be rounded off upwards).
4. The tender price shall be expressed in Polish zlotys (PLN). The Contractor shall specify a flat-rate tender price for the monthly provision of services. The price shall include due taxes. **The Awarding Entity allows the expression of tender prices in JPY by Contractors whose registered seat or place of residence is based outside Poland. Should a tender price be expressed in a foreign currency, the Awarding Entity shall recalculate it in PLN according to the average exchange rate calculated and published by the National Bank of Poland as of the date of opening of tenders (table A of average foreign currency exchange rates of the National Bank of Poland).**
5. Should a bid be submitted whose selection would result in a tax obligation on the Awarding Entity in accordance with the provisions on tax on goods and services (VAT), the Awarding Entity shall, in order to evaluate such a tender, add the value added tax (VAT) payable under these provisions to the tender price. The Contractor, when submitting a bid, shall inform the Awarding Entity whether

the selection of tender will lead to a tax obligation on the Awarding Entity, indicating the name (type) of goods / services, delivery of which will lead to a tax obligation, and indicating their value without the tax amount.

Article 13

Criteria to be used by the Awarding Entity in selecting a tender including the weight of the criteria and the method of evaluation of tenders.

1. The Awarding Entity shall select the best tender based on the criteria as follows:

A. Price – 40%:

The Awarding Entity shall evaluate submitted tenders according to the following rules: The criterion of price shall be evaluated on the basis of the gross price quoted by the Contractor in the tender for the performance of the entire object of the contract (**a monthly remuneration for the provision of the services x 6 months**) including all liabilities arising from the performance of the object of the contract that the Contractor shall be liable for. Under the price criterion, scores shall be awarded according to the formula below:

$$S = \frac{\text{LBP}}{\text{EBP}} \times 40,$$

where:

LBP – the lowest bid price,

EBP – the evaluated bid price,

S – score of the evaluated bid.

B. Expertise of the person appointed to perform the contract – 60%

1. If the Contractor demonstrates that the person appointed to perform the contract has had more than 2 years’ experience in working for PR agencies specializing in communication of projects related to culture in Japan, **the Awarding Entity shall award a maximum of 15 points.**

Expertise of a person appointed to perform the contract	Points
Experience of 11 years or more	15 pts
Experience of between 7 and 10 years	10 pts
Experience of between 3 and 6 years	5 pts

2. If the Contractor demonstrates that the person appointed to perform the contract has had experience in running a communication campaign of projects related to Polish culture in Japan, **the Awarding Entity shall award a maximum of 15 pts.**

Expertise of a person appointed to perform the contract	Points
A minimum of four carried out communication campaigns of projects related to Polish culture in Japan	15 pts
A minimum of three carried out communication	10 pts

campaigns of projects related to Polish culture in Japan	
A minimum of two carried out communication campaigns of projects related to Polish culture in Japan	5 pts

3. If the Contractor demonstrates that the person appointed to perform the contract has had experience in running communication campaigns of projects related to culture during prestigious events and cultural programmes in Japan, including Yokohama Triennale, Dance Triennale Tokyo, TPAM: Performing Arts, Japan EXPO, **the Awarding Entity shall award a maximum of 30 pts.**

Expertise of a person appointed to perform the contract	Points
A minimum of four communication campaigns of projects carried out during different events	30 pts
A minimum of three communication campaigns of projects carried out during different events	20 pts
A minimum of two communication campaigns of projects carried out during different events	10 pts

The total score of a given bid shall be calculated according to the formula below:

$$T = S + E$$

where:

T – total score,

S – scores awarded under the criterion of “total gross price of the bid”,

E – scores awarded under the criterion of “expertise of a person appointed to perform the contract”

4. Scores awarded under specific criteria shall be rounded off to the second decimal place. The winning tender shall be the tender with the highest total score.
5. The Awarding Entity shall award the contract to the Contractor whose bid meets all the requirements specified in the PPL and these Terms of Reference and which shall be evaluated as the most advantageous one on the basis of the given selection criteria.
6. If the most advantageous bid cannot be selected due to the fact that two or more bids represent the same ratio of value and other contract award criteria, the Awarding Entity shall select the bid with the lowest price among these bids. In the event of there being two bids submitted of the same value, the Awarding Entity shall request the Contractors that have submitted the said bids to submit additional bids within the deadline set by the Awarding Entity (Art. 91.4 of the PPL). In additional bids, the Contractors may not quote prices higher than in the initially submitted bids (Art. 94.6 of the PPL).
7. In order to determine whether the bid includes an abnormally low price with regard to the object of the contract, the Awarding Entity may request the Contractor to submit clarifications within a set deadline regarding these elements of the bid which affect the price.
8. The Awarding Entity shall correct obvious typing errors of clerical and computational nature considering the calculation consequences of the corrected errors. Other errors resulting from incompatibility with the Terms of Reference which do not cause essential modifications in the bid

shall be corrected by the Awarding Entity who shall immediately notify the Contractor whose bid has been corrected.

Article 14

Information regarding formal requirements to be fulfilled of a tender in order to sign the public procurement contract.

1. Contractors participating in the procedure shall be informed of its results.
2. Upon approval of the selection of the best tender, information about the selection shall be published on the Awarding Entity's website.
3. The Awarding Entity shall conclude a contract with the selected Contractor pursuant to Article 94 of the PPL.
4. If a tender of the Contractors submitting the tender jointly is selected, the Contractors shall provide the Awarding Entity with a copy of the agreement governing the relations among the Contractors within a deadline set by the Awarding Entity. The agreement governing the relations among the Contractors shall specify the following:
 - 1) entities submitting the tender;
 - 2) economic purpose of the agreement;
 - 3) rules of representation and conduct;
 - 4) duration of the agreement (it is required that its duration extend the execution of the contract for which a tender has been submitted, and the period of guarantee and/or warranty).
- 5) The failure to submit the document specified in point 4 above shall be construed by the Awarding Entity as evasion to enter the Contract, in which case the Awarding Entity shall select the most advantageous bid among the remaining bids.
- 6) Should the Contractor, whose bid has been awarded the contract, evade entering the contract, the Awarding Entity shall select the most advantageous bid among the remaining bids without the need to review and evaluate them again unless there are grounds specified in Art. 93, section 1 of the PPL.

Article 15

Performance bond requirements

The Awarding Entity requires no performance bond.

Article 16

Essential terms and conditions introduced to the public contract agreement, general terms and conditions of the agreement or template agreement if the Awarding Entity requires a Contractor to sign a public contract agreement under such terms.

The Essential Terms and Conditions of the Agreement are presented in **Appendix 5 to the Terms of Reference**.

Article 17 Information regarding the processing of personal data:

Instytut Adama Mickiewicza (IAM) with its registered office at Mokotowska 25, 00-560 Warsaw processes data provided in the bids or requests for the participation in the contract awarding procedure for the purpose of conducting contract awarding procedures pursuant to the Act of 29 January 2004 – Public Procurement Law. Such information may include data which pursuant to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the General Data Protection Regulation, or GDPR) may be of personal nature.

In view of the above, the IAM hereby inform as follows:

- 1) Instytut Adama Mickiewicza with its registered office at Mokotowska 25, 00-560 Warsaw; NIP: 701-00-10-966; REGON: 140470071 is the administrator of your personal data.
- 2) Contact details of the Administrator: phone no. +48 22 44 76 100, repcja@iam.pl.

- 3) Personal data included in the bids is processed pursuant to Art. 6.1.c of the GDPR, i.e. the processing is required to fulfil legal obligation incumbent upon the Administrator. The purpose of the processing of personal data is to conduct the contract awarding procedure by IAM.
- 4) Recipients of personal data shall be third parties, specifically providers of IT systems and software services of IAM, external providers of legal services and entities authorized to obtain personal data in accordance with legal provisions (including public administration bodies).
- 5) Personal data shall be processed throughout the duration of the contract awarding procedure; after the procedure has been completed personal data shall be kept by IAM during the obligatory record-keeping period of the public procurement procedure set in accordance with separate provisions.
- 6) You hold the right to access your personal data; the right to edit, delete, and limit its processing; the right to transfer data; the right to appeal against the processing in cases specified in the provisions of GDPR.
- 7) You hold the right to appeal to the supervisory authority should you decide that the processing of your personal data has violated the GDPR provisions.
- 8) Provision of personal data is a statutory requirement. It is required to provide personal data otherwise it is impossible to evaluate the bid and conclude an agreement.
- 9) Provided data shall not undergo profiling. The Administrator shall not distribute personal data to third parties or international organizations.
- 10) IAM shall exercise due diligence in order to take all necessary physical, technical, and organizational measures to protect personal data against accidental or illicit destruction, accidental loss, alteration, unauthorised disclosure, use, or access in accordance with all binding provisions.

Article 18

Legal protection measures

1. Contractors as well as other entities who have or have had legal interest in winning the tender and whose interest has been or might have been prejudiced as a result of a breach of the provisions of the PPL by the Awarding Entity are entitled to legal protection measures set out in detail in Title VI of the PPL in regard with the amount specified in implementing provisions adopted pursuant to Article 11.8 of the PPL.
2. Organizations entered in the list referred to in Article 154.5 of the PPL are also entitled to legal protection measures with regard to the call for tender and the Terms of Reference.
3. Contractors as well as other entities who have or have had legal interest in winning the tender and whose interest has been or might have been prejudiced as a result of a breach of the provisions of the PPL by the Awarding Entity pursuant to Article 180.2 of the PPL, the Contractor holds the right to appeal admissible solely against actions specified below:
 - a. definition of conditions for participation in the contract awarding procedure;
 - b. exclusion of the appellant from the contract awarding procedure;
 - c. rejection of the bid submitted by the appellant;
 - d. description of the object of the contract;
 - e. selection of the best bid.
4. An appeal shall be lodged to the Chairperson of the Chamber in a written form or electronic form, signed by the Contractor respectively with a handwritten signature or qualified electronic signature:
 - a. within 5 days following the date of sending the information regarding the action by the Awarding Entity which constitutes the grounds for lodging the appeal – if such has been sent in a manner specified in Article 180.5 of the PPL, second sentence, or within 10 days if it has been sent in a different manner;

- b. within 5 days following the date of posting the announcement at the Public Procurement Bulletin or Terms of Reference on the website (against the contents of the contract announcement and against the Terms of Reference);
- c. within 5 days following the date on which circumstances which constitute the grounds for lodging the appeal have been discovered or might have been discovered with due diligence exercised (against actions other than the ones stated above).

The Contractor shall submit a copy of the appeal to the Awarding Entity before the expiry of the deadline for lodging the appeal in a manner allowing the Awarding Entity to become familiar with the appeal before the end of the deadline. It shall be presumed that the Awarding Entity has become familiar with the appeal before the expiry of the deadline for lodging the appeal if a copy thereof was sent before the expiry of the deadline for lodging with the use of electronic means of communication.

Appendix 1 to the Terms of Reference**DETAILED DESCRIPTION OF THE OBJECT OF THE CONTRACT**

Provision of PR services related to the promotion of events organized in Japan by Adam Mickiewicz Institute to celebrate the 100th anniversary of establishing Polish-Japanese diplomatic relations carried out within the framework of the Asia programme in 2019, specifically:

1. Building awareness and strengthening knowledge about Polish culture in Japan.
2. Promoting IAM projects: “Celebration” – presenting Polish and Japanese artists in Japanese and Polish art galleries; Polish-Japanese theatre coproduction “Always coming home” by Magda Szpecht at Festival/Tokyo 2019; an exhibition of Polish female video artists from the 1970s to the present day at the TOP Museum / Tokyo; promoting IAM’s participation in the Polish Culture Festival within the framework of Japan Arts, and at the Polish Film Festival.
3. Generating and maintaining interest in Polish culture among Japanese media (press, TV, internet).
4. Promoting and communicating IAM as the leading Polish and European institution dealing with promotion of Polish culture worldwide.
5. Promoting each of IAM projects by, specifically:
 - a. designing a media promotion strategy for the events described below;
 - b. preparing and distributing press releases to media in Japan;
 - c. inviting journalists for IAM events; providing journalists with support;
 - d. organizing interviews with exhibition curators, artists, organizers;
 - e. follow up after each event has terminated (monitoring media, press report and media analysis);
 - f. promoting Poland as an attractive tourist destination;
 - g. running IAM’s Facebook profile: culture.pl JP
 - h. monitoring texts on culture.pl/JP website
6. Providing monthly reports of commissioned works.
7. The Awarding Entity requires the persons appointed to perform the contract to be constantly present during the events described below.

Description of events**1. Japan Arts – Polish Culture Festival**

The Polish Culture Festival is a spectacular musical event organized by the most renowned Japanese impresario of classical music: Japan Arts. The festival comprises concerts of world famous Polish musicians and composers held at prestigious concert halls throughout Japan, specifically: tour of the National Philharmonics in Japan; concerts by Krystian Zimerman and Cho Seong-jin at Tokyo Suntory Hall.

2. “Celebration” – a Polish-Japanese project dedicated to contemporary art

A collective exhibition featuring Polish and Japanese contemporary artists in the art galleries in Kyoto, Poznań, and Szczecin organized in cooperation with Kyoto Art Center, UAP, and Trafostacja Sztuki. With the aim of showing complex phenomena of the artistic scenes in Poland and Japan, the exhibition covers the most striking aspects of social life in both countries. These phenomena are not born in metropolitan areas but rather occur in remote corners of smaller social structures detached from the privileged centre. Many of the works presented at the exhibition are going to be prepared specifically for this event. The exhibition is curated by Prof. Akiko Kasuya and Piotr Pachciarek.

3. “Polish female video artists in the contemporary Polish art from the 1970s to the present day” – an exhibition

An exhibition of Polish contemporary art at TOP Museum in Tokyo whose focal point are the activities of Polish female artists working in the field of photography and video art. The exhibition features works of leading female video artists from the early 1970s through the transformation era of the 1990s to the present day condition of the Polish feminist video art. The project has been navigated by IAM since 2016 in cooperation with the TOP Museum in Tokyo, one of the most widely recognized cultural institutions in Tokyo. The exhibition covers the works of such video art pioneers as Natalia LL and Eva Partum; such world famous artists as (e.g. Katarzyna Kozyra, Joanna Rajkowska) or representatives of the young and middle-aged generations such as Anna Molska and Karolina Breguła.

4. Poland Film Festival 2019

A special edition of the annual Polish Film Festival organized for the first time in 2012 by a Japanese promotor of the European cinema, Nobuo Murata. The festival promotes Polish film classics and works by world class directors as well as shooting stars and new productions. Since 2017 the festival has been held at the TOP Museum and after its grand opening it is usually on tour throughout the country. Last year the festival took place in Osaka and Kyoto while this year's edition is going to be shown in Sapporo on the island of Hokkaido.

5. Polish-Japanese theatre coproduction at Festival/Tokyo

The biggest theatre festival in Japan is going to coproduce along with IAM and TR Warszawa a new play directed by Magda Szpecht with the script by Łukasz Wojtysko and Kena Takiguchi. The performance is based on themes from Ursula K. Le Guin's prose and interviews with Tokyo inhabitants. The performance titled "Always coming home" is going to open the Festival/Tokyo 2019. Beginning with 2020 the performance is going to be added to the standard repertoire of TR Warszawa.

Appendix 2 to the Terms of Reference

Appendix 2 to the Terms of Reference
TENDER FORM

TENDER
<p style="text-align: right;">Instytut Adama Mickiewicza Ul. Mokotowska 25 00-560 Warszawa</p> <p>The contract awarding procedure is carried out as an open tender procedure for a service in accordance with the Act of 29 January 2004 The Public Procurement Law for the Provision of PR services related to the promotion of events organized in Japan by Adam Mickiewicz Institute to celebrate the 100th anniversary of establishing Polish-Japanese diplomatic relations carried out within the framework of the Asia programme in 2019</p>
<p>A. CONTRACTOR(S) DETAILS:</p> <p>A person authorized to represent the Contractor/s and sign the tender:.....</p> <p>Contractor/Contractors:.....</p> <p style="padding-left: 100px;">/full name of the Contractor's company)</p> <p>Address:.....</p> <p>.....</p> <p style="padding-left: 100px;">/Street/No/postal code/city/district/</p> <p>Tax identification NIP.....REGON</p> <p>.....</p> <p>Bank account no.....</p> <p>A person in charge of communications with the Awarding Entity:.....</p> <p>Contact details to which all communications related to this tender procedure should be sent: email.....phone no..... fax no.....</p> <p>website</p> <p>Postal address (if different than the address of the registered office):</p>

.....

B. OFFERED OBJECT OF THE PROCUREMENT

We are offering the performance of the object of procurement at the following price:

one month of provision of services: PLN/JPY **(delete where inapplicable)**

say PLN/JPY **(delete where inapplicable)**

Gross value of provision of services per 6 months (total gross tender price): PLN/JPY
 **(delete where inapplicable)**

Say: PLN/JPY:..... **(delete where inapplicable)**

The tender price is expressed in the following currency:

We represent that:

- a. a person appointed to perform the contract has had (the minimum of 2 years) experience in working for PR agencies specializing in communication of projects related to culture in Japan

 (please specify full name of the person and name and registered office of the Agency)
- b. the person appointed to perform the contract has had experience in running communication campaigns of culture-related projects during prestigious events and cultural programmes in Japan, including: Yokohama Triennale, Dance Triennale Tokyo, TPAM: Performing Arts, Japan EXPO.

No.	Full name of the person in charge of the campaign	Event	Project (field)

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c. the person appointed to perform the contract has had experience in running communication campaigns related to Polish culture in Japan as listed below:

No	Full name of the person in charge of the campaign	Event (field)	Place where the campaign was carried out

C. REPRESENTATIONS:

- 1) the price indicated in our offer includes all costs arising from the performance of the contract;
- 2) we have read these Terms of Reference and Material Terms of Agreement. We do not raise any claims as for their content and accept essential terms and conditions specified in them;
- 3) we are bound with this offer for the period of **30 days** commencing on the day of opening the tenders (inclusive);

D. OBLIGATIONS UPON WINNING THE TENDER:

- 1) We undertake to conclude an agreement in the place and time indicated by the Awarding Entity;

E. SUBCONTRACTORS:

Subcontractors shall be entrusted with the following parts of performing the contract (if known, the subcontractors' names should be provided)

- 1)
- 2)
- 3)

F. Pursuant to Article 91.3a of the PPL, I hereby inform that the selection of my bid will^{*)}/will not^{*)} give rise to the Awarding Entity's tax liability (so-called VAT reverse charge):

1. Tax liability applies to^{*)}

(please specify name/type of services whose provision will give rise to tax liability)

2. Value of services specified in point 1 above excluding VAT that the Awarding Entity would be liable to settle is^{*)}

^{*)} delete if inapplicable; failure to delete or leaving the box empty will mean that there is no tax

liability imposed on the Awarding Entity pursuant to Article 91.3a of the PPL.

G. I hereby represent that the Contractor (*information for statistical purposes*)¹:

- is a microentrepreneur (an enterprise which employs fewer than 10 persons whose annual turnover or annual balance sheet total does not exceed EUR 2 million);
- is a small entrepreneur (an enterprise which employs fewer than 50 persons and whose annual turnover or annual balance sheet does not exceed EUR 10 million);
- is a medium-sized entrepreneur (an enterprise which is neither a microenterprise nor a small enterprise and which employs fewer than 250 persons whose annual turnover or annual balance sheet total does not exceed EUR 43 million).

H. I hereby represent that I have fulfilled disclosure obligations with respect to all persons that will participate in the public procurement procedure in accordance with Article 13 or Article 14 of the GDPR², with respect to all natural persons whose data has been provided for the purpose of participating in this contract awarding procedure.¹

I.CONTENTENTS:

Attached to the bid have been its integral components:

1).....

2).....

The submitted tender comprises pages.

<p>.....</p> <p>Contractor's seal</p>	<p>.....</p> <p>Date and signature of the Contractor's authorized representative</p>
--	---

In the event when the Contractor does not transfer personal data other than their own or is excluded from the disclosure obligation in accordance with Article 13 or Article 14 of the GDPR, the Contractor does not submit the declaration (removal of the declaration contents by e.g. deleting it).

¹ mark where applicable

² The Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ L 119, 04.05.2016, p.1).

Appendix 3 to the Terms of Reference

Appendix 3 to the Terms of Reference
DECLARATION OF FULFILLMENT OF CONDITIONS OF PARTICIPATION IN THE TENDER PROCEDURE AND LACK OF GROUNDS FOR EXCLUSION FROM THE PROCEDURE
By taking part in the public procurement procedure for: provision of PR services related to the promotion of events organized in Japan by Adam Mickiewicz Institute to celebrate the 100th anniversary of establishing Polish-Japanese diplomatic relations carried out within the framework of the Asia programme in 2019
Acting on behalf of the Contractor: _____ _____ <i>(Contractor's full name and address)</i>
I represent that as of the date of submission of tenders, there are no grounds for exclusion from the procedure and we fulfil conditions for participating in the procedure.
Pursuant to Art.24, section 1, item 12-13 of the PPL, the Awarding Entity shall exclude from this procedure: 1. the Contractor who has not demonstrated fulfilment of conditions for participation in the procedure or has not been invited to negotiate or submit initial bids or bids, or has not demonstrated lack of grounds for exclusion; 2. the Contractor being a natural person who has been convicted with a final verdict for a criminal offence: a) referred to in Art. 165a, Art. 181–188, Art. 189a, Art. 218–221, Art. 228–230a, Art. 250a, Art. 258 or Art. 270–309 of the Act of 6 June 1997 – Penal Code (Journal of Laws no 88, item 553, as amended) or Art. 46 or Art. 48 of the Act of 25 June 2010 on sports (Journal of Laws of 2016; item 176); b) constituting an act of terrorism referred to in Art. 115 § 20 of the Act of 6 June 1997 – Penal Code, c) fiscal offence, d) referred to in Art. 9 or Art. 10 of the Act of 15 June 2012 on the consequences of entrusting the performance of work to foreigners staying in the Republic of Poland contrary to regulations (Journal of Laws; item 769); 3. The Contractor, if a member in office of its managing or supervisory body, partner in a general partnership or limited liability partnership, or general partner in a limited partnership or a limited joint-stock partnership, or a proxy has been convicted with a final verdict for a criminal offence referred to in point 2. 4. The Contractor for whom a final verdict or final administrative decision has been issued on arrears in payment of taxes, levies, or social or health insurance premiums, unless the Contractor has paid due taxes, levies, and social or health insurance premiums with due interest or penalties or entered into a binding agreement on the repayment of these liabilities. 5. The Contractor who as a result of wilful misconduct or gross negligence misled the Awarding Entity when presenting information that they are not subject to exclusion, fulfil the conditions for participation in the procedure or meet the selection criteria, or who has concealed this information or is unable to present the required documents;

6. The Contractor who as a result of recklessness or negligence presented information misleading to the Awarding Entity, which could have significant influence on the decisions taken by the Awarding Entity in the contract award procedure;
7. The Contractor who wrongfully influenced or attempted to influence the activities of the Awarding Entity or to obtain confidential information that could have given them an advantage in the contract award procedure.
8. The Contractor who participated in the preparation of the contract award procedure, or whose employee as well as a person providing work on the basis of a mandate contract, agency contract, or another service contract, participated in the preparation of such a contract award procedure, unless the resulting distortion of competition can be eliminated in another way than by excluding the Contractor from the procedure;
9. The Contractor who entered into an agreement with other contractors aimed at distortion of competition between contractors in the contract award procedure, which the Awarding Entity can demonstrate with the use of appropriate evidence;
10. The Contractor that is a collective entity prohibited from applying for public contracts by court pursuant to Act of 28 October 2002 on the Liability of collective entities for acts prohibited under penalty (Journal of Laws of 2015; items 1212, 1844 and 1855; and of 2016; item 437);
11. The Contractor prohibited from applying for public contracts under a precautionary measure;
12. Contractors who are members of the same capital gains group within the meaning of the Act of 16 February 2007 on Competition and Consumer Protection (Journal of Laws of 2017; item 229, as amended), and who submitted separate bids, partial bids, or requests to participate in the procedure unless they demonstrate that the links between them do not result in distortion of competition in the contract award procedure.

Information regarding reliance on third party resources

- 1) I hereby represent that in order to ascertain the fulfilment of conditions for participation in the procedure specified by the Awarding Entity in Art.5 of these Terms of Reference, I do not rely on third party resources.*
- 2) I hereby represent that in order to ascertain the fulfilment of conditions for participation in the procedure specified by the Awarding Entity in Art.5 of these Terms of Reference, I rely on the resources of the following entity/ies.*
 - a) _____
 - b) _____

(specify the entity and scope of resources regarding a given entity)

**delete where inapplicable*

Declaration of the entity on whose resources the Contractor relies

I hereby declare that there are no grounds for exclusion from the contract awarding procedure of the entity/ies on whose resources I rely for the purpose of this procedure, i.e.

- a) _____
- b) _____

(full name (business name); address, and depending on the entity: tax identification no, identity no. National Business Registry no.)

SUBCONTRACTORS

- 1) I do not intend to entrust other subcontractors with the performance of parts of the contract.*
- 2) I intend to entrust subcontractors with the following parts of the contract (if known please specify contact details of such subcontractors)*
 - a)
 - b)

Declaration of the subcontractor not being an entity on whose resources the Contractor relies

I hereby declare that there are no grounds for exclusion from the contract awarding procedure of the following subcontractors:

a) _____

b) _____

(full name / business name; address, and depending on the entity: tax identification no, identity no. National Business Registry no.)

<p>.....</p> <p>Contractor's seal</p>	<p>.....</p> <p>Date and signature of the Contractor's authorized representative</p>
---------------------------------------	--

Appendix 4 to the Terms of Reference

DECLARATION OF THE CONTRACTOR

We, the undersigned:

.....

acting for and on behalf of

.....

.....

by competing for awarding of the contract in the procedure for:

Provision of PR services related to the promotion of events organized in Japan by Adam Mickiewicz Institute to celebrate the 100th anniversary of establishing Polish-Japanese diplomatic relations carried out within the framework of the Asia programme in 2019

- we represent that **we are not a part of any corporate group** referred to in Article 24.1(23) of the PPL (Journal of Laws from 2018; item 1986, as amended) within the meaning of the Competition and Consumer Protection Act of 16 February 2007 (Journal of Laws from 2017, item 229).*

- we represent that **we are not a part of** a corporate group referred to in Article 24.1(23) of the PPL (Journal of Laws from 2018; item 1986, as amended) within the meaning of the Competition and Consumer Protection Act of 16 February 2007 (Journal of Laws from 2017, item 229).*

-we represent that **we are a part** of the same corporate group referred to in Article 24.1(23) of the PPL within the meaning of the Competition and Consumer Protection Act of 16 February 2007 (Journal of Laws from 2017,item 229)* as the entities enumerated below (please provide company names and addresses) :

No.	Company name	Company address
1		
2		
3		
4		

*** delete if inapplicable – if the Contractor does not delete either item, the Awarding Entity will deem the Contractor not to be a member of a corporate group.**

.....

(date and signature of the Contractor's authorized representative)*

For Contractors competing jointly for the award of the contract, each Contractor presents a declaration separately.

The person making the declaration is aware of criminal liability for making an untrue or fraudulent declaration under Article 297 of the Criminal Code.

Appendix no. 5 to the Terms of Reference

Material Terms of the Agreement

UMOWA nr	AGREEMENT no.
<p>Niniejsza umowa konsultingowa (dalej zwana „Umową”) została zawarta w dniu</p>	<p>This consultancy agreement (“Agreement”) has been concluded on</p>
<p>Strony:</p>	<p>Name of Parties:</p>
<p>.....</p>	<p>.....</p>
<p>(dalej zwany „Zleceniodawcą”),</p>	<p>(hereinafter referred to as the “Client”).</p>
<p>.....</p>	<p>.....</p>
<p>(dalej zwany „Konsultantem”),</p>	<p>(hereinafter referred to as the “Consultant”);</p>
<p>zwanymi dalej łącznie „Stronami”,</p>	<p>hereinafter referred to as “Parties”</p>
<p>o następującej treści :</p>	<p>who have agreed as follows:</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 (tj. Dz. U. z 2018roku, poz. 1986 ze zm.) została zawarta umowa o następującej treści:</i></p>	<p><i>Pursuant to the public procurement awarding procedure conducted by the Client with reference to the commission of a single-source public procurement by means of an open tender as specified in Article 39 of the Public Procurement Act of January 29, 2004 (Journal of Laws of 2018, item 1986 as amended), the Parties undertake as follows:</i></p>
<p>PREAMBUŁA</p>	<p>WHEREAS</p>
<p>Zleceniodawca zleca Konsultantowi, zaś Konsultant zobowiązuje się wobec Zleceniodawcy świadczyć usługi konsultingowe na rzecz Zleceniodawcy w trybie i na</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</p>

warunkach określonych w niniejszej umowie (dalej zwanej „Umową”).

Strony uzgadniają co następuje:

1. INTERPRETACJA I DEFINICJE

1.1. O ile kontekst nie stanowi inaczej, wyrażenia w liczbie pojedynczej obejmują również liczbę mnogą.

1.2. Nagłówki użyte w niniejszej Umowie służą wyłącznie celom redakcyjnym i nie mają wpływu na jej interpretację.

1.3. „Podmiot stowarzyszony” oznacza każdą spółkę akcyjną lub cywilną, działalność, podmiot lub organ kontrolowany przez Zleceniodawcę lub w inny sposób z nim stowarzyszony (włączając w to między innymi wszelkie podmioty zależne lub podmiot dominujący Zleceniodawcy oraz wszelkie podmioty zależne takiego podmiotu dominującego). Dla potrzeb niniejszej definicji wyrażenia „podmiot zależny” i „podmiot dominujący” przyjmują znaczenie określone zgodnie z Kodeksem Spółek Handlowych, odpowiednio „spółka powiązana” oraz „spółka dominująca”.

1.4 „Usługi konsultingowe” oznaczają usługi kreowania wizerunku i usługi konsultingowe dla programu Azja związanych z filarowymi działaniami programu we wszystkich obszarach międzynarodowej prasy i mediów, zgodnie ze Szczegółowym Opisem Przedmiotu Zamówienia stanowiącym Załącznik nr 1 do niniejszej Umowy.

1.5 „Dzień wejścia w życie” oznacza

1.6 „Okres obowiązywania” oznacza okres od do r.

2. OKRES OBOWIĄZYWANIA

Niniejsza Umowa wchodzi w życie z Dniem wejścia w życie i obowiązuje przez Okres obowiązywania.

and conditions set forth in this agreement (hereinafter referred to as “Agreement”).

IT IS AGREED as follows:

1. INTERPRETATION AND DEFINITIONS

1.1. Unless otherwise inferred from the context, the references to the singular shall include the plural.

1.2. The headings contained in the Agreement are for convenience only and do not affect their interpretation.

1.3. “Associated Business” refers to any company, partnership, business, entity or body which is controlled by or otherwise associated with the Client (including but without limitation any subsidiary or holding company of the Client or any subsidiary of such holding company). For the purposes of this definition “subsidiary” and “holding company” shall have the meanings given to them in the Commercial Companies Code, respectively: “*spółka powiązana*” and “*spółka dominująca*”.

1.4 “Consultancy Services” refer to the services in respect of building the image and consultancy services for the **Asia programme** related to the core activities of the programmes in all fields of international press and media, according to the Detailed Description of the Object of the Contract attached in Appendix 1 hereto.

1.5 “Effective Date” refers to

1.6 “Term of the Agreement” refers to the period commencing on and continuing until

3. USŁUGI KONSULTINGOWE

3.1. Konsultant zobowiązuje się świadczyć na rzecz Zleceniodawcy usługi promocyjne w zakresie kreowania wizerunku i usług konsultingowych dla programu Azja związanych z filarowymi działaniami programów 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.

3.2. sprawuje ogólny nadzór nad wszystkimi aspektami projektu.

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.

3.4. W zakresie realizacji Usług konsultingowych Konsultant podlega:

3.5. Zleceniodawcy przysługuje prawo do zatwierdzania wszystkich umów wynegocjowanych przez Konsultanta w zakresie Usług konsultingowych przed ich wykonaniem.

4. OŚWIADCZENIA KONSULTANTA

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.

4.2. Konsultant oświadcza, że posiada niezbędne kwalifikacje umożliwiające wykonanie Usług konsultingowych.

4.3. Konsultant niniejszym zwalnia Zleceniodawcę i zobowiązuje się ją zwalniać ze wszelkich zobowiązań do zapłaty na jego rzecz składek z tytułu ubezpieczeń

2. TERM OF THE AGREEMENT

This Agreement shall commence on the Effective Date and shall continue for the Term.

3. CONSULTANCY SERVICES

3.1. The Consultant shall provide promotional services to the Client with respect to building the image and consultancy services for the **Asia programme** related to the core activities of the above mentioned programmes in all fields 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.

3.2. shall exercise overall supervision over all aspects of the project.

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.

3.4. The Consultant, with regard to the provision of the Consultancy Services, shall report to

3.5. The Client shall be entitled to approve all agreements negotiated by the Consultant with regard to the Consultancy Services prior to their completion.

4. REPRESENTATIONS OF THE CONSULTANT

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.

4.2. The Consultant represents that it has the necessary skills to perform the Consultancy Services.

<p>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 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>4.3. 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.....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.</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 its knowledge at all times during the Term. The Consultant shall at all times act in good faith towards the Client in the provision of</p>
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<p>6. WYNAGRODZENIE KONSULTANTA</p> <p>6.1. Kwota Wynagrodzenia Konsultanta za cały Okres obowiązywania, wyniesie nie więcej niż (słownie:). Kwota Wynagrodzenia za 1 miesiąc świadczenia Usług wyniesie (słownie:).</p> <p>6.2. Wynagrodzenie, o którym mowa w ust. 6.1 płatne będzie w transzach:</p> <p>6.2.1. z tytułu realizacji Usług w okresie – kwota (słownie:)</p> <p>6.2.2. z tytułu realizacji Usług w okresie – kwota (słownie:)</p> <p>6.2.3. z tytułu realizacji Usług w okresie – kwota (słownie:)</p> <p>po otrzymaniu ważnych faktur z tego tytułu od Konsultanta łącznie z okresowym raportem wykonywania usługi (dalej zwane „Wynagrodzeniem Konsultanta”), wg. metodologii rozliczenia ww. umowy, tj. ważne faktury z tytułu wykonywania Umowy wraz z raportem okresowym dostarczane będą na zakończenie każdego okresu rozliczeniowego trwania niniejszej Umowy, z zastrzeżeniem postanowień ust. 6.5 Umowy.</p> <p>6.3. Środki te będą przekazane Konsultantowi na podstawie dokumentu finansowego wystawionego przez Konsultanta, po przedstawieniu raportu z wykonanych prac, w terminie dni od dnia otrzymania przez Zleceniodawcę i zaakceptowaniu przez Zleceniodawcę ww. dokumentów, na konto o nr</p> <p>6.4. Konsultant zobowiązuje się do zamieszczenia na fakturze informacji o osobie, o której mowa w ust. 3.5 oraz o przedmiocie i dacie umowy.</p> <p>6.5. 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. 1, z tytułu realizacji Przedmiotu Umowy w grudniu–2019 roku, w nieprzekraczalnym</p>	<p>the Consultancy Services to the Client.</p> <p>6. CONSULTANCY FEE</p> <p>6.1. The Consultancy Fee for the entire Term of the Agreement shall amount to no more than (say:). The Consultancy Fee for 1 month of service will be (say:).</p> <p>6.2. The Fee referred to in Clause 6.1. will be paid in installments, in the following manner :</p> <p>6.2.1. for the implementation of Services between the amount of (say.....)</p> <p>6.2.2. for the implementation of Services between the amount of (say.....)</p> <p>6.2.3. for the implementation of Services between the amount of (say.....)</p> <p>upon receipt of the Consultant’s valid invoices for the same together with a periodic status report (the “Consultancy Fee”), in accordance with a methodology for the settlement of the aforementioned Agreement, i.e. the valid invoices for the execution of the Agreement shall be submitted along with periodical service provision reports at the end of each settlement period of the Term of the Agreement subject to the provisions of section 6.5 of the Agreement.</p> <p>6.3. 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 days following the date of Client’s receipt of the above mentioned documents and their approval by the Client to Account No.....</p> <p>6.4. The Consultant shall insert in the invoice the name of the person referred to in Clause 3.5 and the object and the date of the agreement.</p> <p>6.5. In connection with the budget year and the principles of public finance discipline, the Consultant</p>
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terminie do dnia 15 grudnia 2019 roku, z zastrzeżeniem naliczania kary umownej w wysokości 10 % (dziesięć procent) wartości, o której mowa w niniejszym ust. 1, za każdy dzień opóźnienia w doręczeniu ww. dokumentu finansowego

6.6. 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.

7. ROZWIĄZANIE UMOWY

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:

7.1.1. Konsultant dopuści się poważnego lub trwałego naruszenia swoich zobowiązań określonych w niniejszej Umowie,

7.1.2. Zleceniodawca ma podstawy, by stwierdzić, że Konsultant nie dotrzymał zobowiązania do poufności dotyczącego Konsultanta,

7.1.3. Zleceniodawca jest z jakiegokolwiek powodu niezadowolony z Konsultanta, lub

7.1.4. Konsultant dopuści się oszustwa, nieuczciwego działania lub poważnego wykroczenia.

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.

7.3. W razie niewykonania lub nienależytego wykonania przedmiotu umowy Zleceniodawcy przysługuje od Konsultanta kara umowna w wysokości równej 30 % całkowitej kwoty Wynagrodzenia

shall issue and deliver to the Client financial documents as the basis for the payment of the amount referred to in point 1 above in respect of the performance of the Object of the Agreement in December 2019 within the definitive deadline of 15 December 2019 with the reservation that a contractual penalty equal to 10% (ten percent) of the amount referred to in point 1 above shall be charged for each day of delay in the submission of the above-mentioned financial document.

6.6. The amount of the fee referred to in point 6.1. constitutes the entire liability to 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.

7. TERMINATION OF THE AGREEMENT

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:

7.1.1. the Consultant commits any serious or persistent breach of any of its obligations under this Agreement;

7.1.2. the Client reasonably believes that the Consultant has breached the confidentiality clause applicable to the Consultant.

7.1.3. for any reason the Consultant proves unsatisfactory to the Client; or

7.1.4. the Consultant is found guilty of any fraud, dishonesty or serious misconduct.

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

<p>Konsultanta określonej w ust. 6.1.</p> <p>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.</p> <p>8. OŚWIADCZENIE</p> <p>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.</p> <p>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 (Dz. U. z 2018 roku, poz. 1986 ze zm.).</p> <p>9. POUFNOŚĆ</p> <p>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:</p> <p>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),</p>	<p>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 set in Clause 6.1.</p> <p>7.4 If the Client 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 by the Client in order to give effect to its rights pursuant to the clause.</p> <p>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 (Journal of Laws of 2015, item 2164, as amended).</p> <p>9. CONFIDENTIALITY</p> <p>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</p>
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<p>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,</p> <p>9.1.3. Nie sporządzać żadnych kopii, abstraktów, podsumowań ani skrótów całości ani części żadnych 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.</p> <p>10. POWIADOMIENIA I CESJA</p> <p>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.</p> <p>10.2. Zleceniodawcy przysługuje prawo przeniesienia niniejszej Umowy na rzecz swojego Podmiotu stowarzyszonego.</p> <p>11. ODPOWIEDZIALNOŚĆ I UBEZPIECZENIE</p> <p>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.</p>	<p>Consultant, the Consultant agrees as follows:</p> <p>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;</p> <p>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.</p> <p>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.</p> <p>10. NOTICES AND ASSIGNMENT</p> <p>10.1. All notices which are required to be given hereunder shall be in writing and shall be sent to either party to this Agreement at the address written above or any other address of which the parties have been notified. 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.</p>
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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.

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

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

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 staff or of any of their assignees 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

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

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
2. Zasady powierzenia przetwarzania danych osobowych (jeżeli dotyczy)

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.

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 shall be valid unless approved by the Consultant and the Client in writing.

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

	<p>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.</p> <p>Appendices:</p> <ol style="list-style-type: none">1. Detailed Description of the Object of the Contract2. Terms and conditions of personal data processing (if applicable).
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Appendix 6 to the Terms of Reference

LIST OF PERSONS

We state that the Contractor we represent shall delegate the following persons to perform the contract:

No.	Full name of a person to participate in the performance of the contract	Basis for the delegation of persons*	Scope of performed tasks	Educational background and professional experience
1.				<input type="checkbox"/> a minimum 2 years of experience in managing a PR agency specializing in international communication of projects related to culture in Japan <input type="checkbox"/> fluent knowledge of Japanese <input type="checkbox"/> fluent knowledge of English
2.				<input type="checkbox"/> a minimum 2 years of working experience in PR agencies specializing in communication of projects related to culture in Japan <input type="checkbox"/> fluent knowledge of Japanese <input type="checkbox"/> fluent knowledge of English

*Specify the basis for the disposal of the persons named on the list, e.g. employment contract, service contract, etc. Furthermore, if the Contractor relies on personnel capable of performing the contract of other entities, regardless of the legal nature of its relations with such entities, the Contractor is required to prove to the Awarding Entity that it will have at its disposal the resources necessary to perform the contract. To this end, the Contractor must, in particular, present a commitment of those entities whereby they undertake to put the necessary resources at the Contractor’s disposal for the purpose of performing the contract.

The Contractor confirms the educational background and professional experience of the Implementers by placing the “X” character in each box, where the requirement is fulfilled. If the box is left unmarked, the Awarding Entity shall deem that the person does not fulfil the criteria for participating in the contract awarding procedure set forth in the Terms of Reference.

....., ON

.....

(signature of the Contractor’s authorized representative)

Appendix no 7 to the Terms of Reference

(Appendix to the Agreement if applicable)

Terms and conditions of personal data processing

With regard to the fact that the Parties have entered into the Agreement (hereinafter referred to as the "Master Agreement") under which IAM entrusts the Party Commissioned / the Contractor (hereinafter referred to as the "Processor") personal data necessary for the performance of the said Agreement, the Parties hereby conclude this agreement (hereinafter referred as "the Agreement" under the following terms and conditions:

§ 1

The Subject of personal data processing agreement

1. Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Official Journal of the European Union L 119, 4 May 2016) (hereinafter referred to as the General Data Protection Regulation, or GDPR) and provisions of Polish law connected with the GDPR, specifically the binding Act on Personal Data Protection, and other legal provisions regarding personal data processing (hereinafter referred to as "Legal Acts"), IAM entrusts the Processor with personal data to be processed on the terms and conditions, within the scope, and for the purposes specified in this Agreement.
2. IAM represents that they are the Administrator of personal data and that they are authorized to entrust the processing of personal data specified under this Agreement, which they entrust the Processor to be processed.
3. The Processor accepts the processing of personal data set forth in this Agreement and undertakes to process the personal data in accordance with the GDPR and Legal Acts.

§ 2

Scope and purpose of personal data processing

1. The Processor shall process personal data entrusted under this Agreement necessary to perform the Master Agreement with regard to the following categories of employees: IAM employees, contractors, contractors performing specific work, business partners, service providers, and other entities cooperating with IAM.
2. Personal data entrusted by IAM shall be processed by the Processor exclusively for the purpose of performing the Master Agreement in accordance with its terms and conditions and during its term.
3. For the avoidance of doubt, the Parties represent that for performing obligations arising in connection with this Agreement, the Processor is not entitled to remuneration or to demand an increase in remuneration payable to the Processor under the Master Agreement.

§ 3

Performance of the Personal Data Processing Agreement

As part of personal data processing, the Processor is authorized to perform the following activities: collecting, recording, organizing, structuring, storing, adapting, or modifying, retrieving, consulting, using, disclosing by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure or destruction.

§ 4

Rights and Obligations of the Parties

1. The Processor shall process Personal Data in accordance with the GDPR and Legal Acts, specifically:
 - a) allow processing of Personal Data by authorized persons and persons well informed about the obligations arising in connection with personal data processing;
 - b) allow processing of Personal Data solely by persons that have undertaken to keep personal data confidential;
 - c) undertake measures to protect Personal Data processing with regard to the obligations specified in Art. 32 of the GDPR;
 - d) at IAM's request, provide IAM with support regarding adequate technical and organizational measures allowing IAM to fulfil the obligation to respond to the request by the data subject with regard to performing their rights set forth in Chapter 3 of the GDPR "Rights of the data subject;"
 - e) inform IAM without delay should the data subject submit a request with regard to exercising their rights as set forth in Chapter 3 of the GDPR and provide IAM with relevant correspondence;
 - f) support IAM in fulfilling obligations set forth in Art. 32 – 36 of the GDPR, where necessary and at IAM's request, taking into account the nature of personal data processing and information available to the Processor;
 - g) providing IAM or an auditor authorized by IAM all information necessary to confirm the fulfilment of obligations related to Personal Data processing.
2. The Processor is authorized to entrust personal data processing to third parties („Sub-processors”) (“sub-processing”) upon IAM's prior consent.
3. Should the Processor entrust the Sub-processor with Personal Data processing, the Processor shall ensure that the Sub-processor fulfils the same obligations arising in connection with personal data protection as imposed on the Processor under this Agreement.
4. The Processor shall notify the Sub-processor that information regarding the Sub-processor, including Personal Data, may be provided to the IAM with regard to the fact that the Sub-processor shall be held accountable for performing their obligations as set forth in point 3 directly to the IAM.
5. In the event of infringing Personal Data protection, the Processor undertakes to inform IAM without delay by means of sending a notification to the following address: odo@iam.pl. The notification should include the following:

- a) nature of the infringement of personal data protection, including, where possible, the category and approximate number of data subjects affected by the infringement; and categories and approximate number of personal data entries affected by the infringement;
 - b) full name and contact details of the personal data protection supervisor or reference to a contact point where more information is available;
 - c) specification of potential consequences of infringing personal data protection;
 - d) specification of measures taken or recommended by the Processor in order to remedy the infringement of personal data protection, specifically, where appropriate, measures to be taken to minimize its potential negative effects.
6. The notification as specified in point 5 above should be communicated in a manner ensuring security of the communicated information.
 7. The Processor shall notify IAM about any complaints, communications, audits of the supervisory authority, legal and administrative proceedings arising in connection with the entrusted personal data and cooperate with IAM in this respect, specifically through providing IAM with all relevant documentation.
 8. The Processor shall be liable for the action or omission of persons providing help in processing Personal Data as for their own.
 9. In the event when Personal Data are not processed in accordance with the GDPR for reasons attributable to the Processor, the Processor shall bear all costs, specifically related to payment of compensation and provision of legal services; the Processor shall bear such costs in full amount and in the event of legal proceedings the Processor shall provide IAM with full support during such proceedings. The Processor shall take liability should a third party be awarded damages in such proceedings in the amount equal to the awarded damages or compensation costs and all other costs incurred by IAM during such proceedings.
 10. The Parties agree that the Processor fulfils all obligations arising in connection with providing proper organizational and technical measures for personal data protection (including the obligations specified in point 1.c,d, f and above) by means of using the equipment and systems provided by IAM and thus the Parties deem the obligations to be fulfilled in this respect.

§ 5

Confidentiality clause

1. The Processor shall keep confidential all information, data, materials, documents, and personal data received from IAM and entities cooperating with IAM and data obtained in any other manner, intentional or accidental, in a spoken, written, or electronic form (hereinafter referred to as "Confidential Data").
2. The Processor represents that with regard to the obligation not to disclose Confidential Data, they shall not be used, disclosed, or shared without IAM's written consent for purposes other than performing the Agreement unless the disclosure obligation arises in connection with binding laws or the Agreement.
3. The Parties shall make every effort to ensure that means of communication used to receive, transfer, and store Confidential Data guarantee Confidential Data protection, specifically Personal Data processing, against access to their contents by unauthorised third parties.

§ 6

Term of the Agreement

1. The Agreement has been concluded for the term of the Master Agreement.
2. Upon expiration or termination of the Master Agreement, but no later than 14 days after the final binding day of the Master Agreement, the Processor shall erase or return to IAM, subject to IAM's decision, all Personal Data that the Processor has been entrusted with and to erase any copies unless universally binding laws provide for the obligation to store specific personal data.
3. In case of entrusting sub-processors with further Personal Data processing, the Processor shall include provisions in agreements concluded with Sub-processors in accordance with which sub-processing agreements shall terminate directly after this Agreement has expired.

§ 7

Final provisions

1. To matters not governed by this Agreement, provisions of Polish law, specifically the Civil Code, binding Act of Personal Data Protection, and the GDPR, shall apply.
2. This Agreement shall enter into force the moment it has been signed by both Parties.
3. In case of discrepancies with regard to personal data processing between the Master Agreement and this Agreement, the Parties shall be bound by this Agreement.
4. All amendments to this Agreement shall be made in writing otherwise null and void.
5. The Parties shall make every effort to resolve any disputes arising in connection with this Agreement amicably. In the event of their efforts being unsuccessful, the disputes shall be submitted for resolution to the common court having jurisdiction over the IAM's registered office.