

Procedure no.: **3/IAM/2015/12**

Terms of reference for the
OPEN TENDER PROCEDURE

Object of the Contract:

Provision of expert image-building and consulting services for the Polska Music programme related to the core activities of the programme in all areas of international press and media.

Approved by:

Dariusz Sobkowicz

**Deputy Director,
Adam Mickiewicz Institute**

Warsaw, December 14, 2015

These terms of reference contain the following information:

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- II. Contract Awarding Procedure.
- III. Description of the Object of the Contract.
- IV. Date of Performance of the Contract.
- V. Conditions of Participation in the Procedure and Description of the Process of Evaluation of the Fulfillment of Such Conditions.
- VI. List of Declarations and Documents to be submitted by Contractors as Confirmation of Fulfillment of the Conditions of Participation in the Procedure.
- VII. Communication between the Awarding Entity and Contractors and Provision of Declarations and Documents; Persons Authorized to Communicate with Contractors.
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- XI. Tender Submission and Opening Place and Date.
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- XIV. Formal Requirements to Be Fulfilled on Selection of a Tender in order to Sign the Public Contract Agreement.
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- XVI. Essential Terms and Conditions of the Public Contract Agreement, General Terms of the Agreement or Template Agreement if the Awarding Entity Requires a Contractor to Sign a Public Contract Agreement under Such Terms.
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I. NAME AND ADDRESS OF THE AWARDING ENTITY.

Instytut Adama Mickiewicza

Ul. Mokotowska 25

00-560 Warszawa

b) Fax no: 22 44 76 181

c) www.iam.pl

d) REGON (National Business Registry Number): 14 04 700 71

e) NIP (Tax Identification Number): 701-10-00-966

II. CONTRACT AWARDING PROCEDURE.

The contract awarding procedure is carried out pursuant to the Public Procurement Act of 29 January 2004 (Journal of Laws 2013, item 907, 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.

III. DESCRIPTION OF THE OBJECT OF THE CONTRACT

1. The object of the contract is the provision of expert image-building services and consulting services for the Polska Music programme related to core activities of the programme in all areas of international press and media.
2. The detailed description of the object of the contract is presented in **Appendix 1 to the Terms of Reference – Detailed Description of the Object of the Contract.**
3. Common Procurement Vocabulary (CPV) code: 79410000-1
4. Under the performance of the contract, the Contactor shall:
 - a. perform the contract in accordance with applicable laws, with due diligence and care;
 - b. comply with the health and safety regulations applicable at the registered office of the Awarding Entity;
 - c. timely perform all obligations under the Agreement and all obligations arising from arrangements between representatives of the parties made in the performance of the object of the contract;
 - d. keep confidential all trade and technical information, database content and security measures as well as other information acquired in connection with the performance of the Agreement, which may fulfill the criteria of materials protected by personal data and classified information protection laws;
 - e. maintain continuous, daily, personal contacts with the Adam Mickiewicz Institute in performed activities.
5. The Awarding Entity shall not accept partial tenders – a tender for the entire contract is required.
6. The Awarding Entity shall not accept variant tenders.
7. The Awarding Entity may award supplementary contracts referred to in Article 67.1(6).
8. The Awarding Entity shall not sign a framework agreement.
9. The Awarding Entity shall not conduct an electronic bidding procedure.
10. Settlements with the Contractor shall be made in PLN. The Awarding Entity also allows settlements in EUR, GBP and USD.

11. The Awarding Entity shall not reimburse costs of participation in the procedure, subject to Article 93.4 of the Law.
12. The Awarding Entity does not restrict eligibility to compete for a contract only to Contractors employing over 50% of disabled personnel.
13. The Awarding Entity shall not cancel the contract awarding procedure in case of non-allocation of funds from the budget of the European Union and non-returnable assistance funds granted by member states of the European Free Trade Agreement (EFTA) to be designated for the financing of the contract in whole or in part.

IV. DATE OF PERFORMANCE OF THE CONTRACT

The object of the contract shall be performed as of the date of signing the Agreement for a period of **12 months**, starting on 1 January 2016 and concluding on 31 December 2016.

V. CONDITIONS OF PARTICIPATION IN THE PROCEDURE AND DESCRIPTION OF THE PROCESS OF EVALUATION OF THE FULFILMENT OF SUCH CONDITIONS.

1. Contract eligibility is restricted to the Contractors who fulfill the conditions concerning:
 - 1) authorization to perform specific activities or actions, if such authorizations are required by law;
 - 2) necessary knowledge and experience – the Awarding Entity shall conclude that the Contractor fulfils the conditions set out in Article 22.1 of the Law if the Contractor proves that within 3 years prior to the tender submission deadline, and if the Contractor's period in business is shorter than 3 years, then within such period, it has duly performed (or in case of continuing services is duly performing) the following:
 - a) **At least one service of organizing international celebrations of anniversary of a prominent composer of classical music** (experience in organizing at least one international anniversary of a prominent composer of classical music around the world, lasting 12 months), especially in Western European countries, through activities focused on building media profile of the anniversary in international media, opinion-making press and music magazines distributed internationally (e.g. articles in opinion-making music magazines focused on classical music);
 - b) **At least seven services** in positioning, building a media profile, branding and developing international image building strategies in the area of classical music for renown institutions and artists including: :
 - at least three services carried out for three different foreign cultural institutions and symphony orchestras such as: the London Philharmonic Orchestra, Royal Opera House, Munich Philharmonic Orchestra, Bournemouth Symphony Orchestra, Opéra de Lyon or Royal Concertgebouw Orchestra;
 - at least two services within the scope of classical music carried out for music labels such as: Universal Music Group, Hyperion Records, Naïve Classique, Wigmore Hall Live, Onyx Classics, Royal Opera House Heritage Series, Nonesuch Records;
 - at least one service carried out for an international festival of classical music, competition of the rank of: Salzburg Easter Festival, 14th International Tchaikovsky Competition, Cheltenham Music Festival.

- at least one service carried out for an internationally acclaimed and renowned classical music soloist.

3) possession of necessary technical potential and personnel capable of performing the contract. The Awarding Entity shall conclude that the Contractor fulfils the conditions set out in Article 22.1 of the Law if the Contractor presents a list of persons responsible for the contract, who meet the following conditions:

a) Agency director:

Requirements:

- At least 10 years of experience in leading an international agency dealing with worldwide promotion of classical music,
- Education in culture management,
- Fluency in English,
- At least 5 years of experience in international distribution of classical music publications (books, CDs, publications);

b) Head press officer:

Requirements:

- At least 5 years of experience in managing PR department specializing in international cultural events,
- Experience in communications department of a radio/television channel or classical music publishing press,
- Fluency in English;

c) Implementers (3 persons who shall **jointly** meet the following requirements):

- at least one person with a minimum of 3 years experience in collaborating with an international music publishing press;
- at least one person with a minimum of 5 years experience in working for international PR agencies specializing in classical music or international concert agencies specializing in classical music;
- at least one person with a minimum 3 years of experience in marketing/promotion department of international music festival;
- at least one person with a minimum 5 years of experience in marketing/promotion department of international music labels;
- at least one person shall be fluent in German;
- at least two persons shall be fluent in English.

4) financial and economic situation* - the Awarding Entity does not set a specific condition in this regard.

2. The Contractor may rely on knowledge and experience, technical potential, personnel capable of performing the contract or financial abilities of other entities, regardless of the legal nature of its relations with such entities. In such case, the Contractor is required to prove to the Awarding Entity that it shall have at its disposal the resources necessary to

perform the contract, in particular by presenting to this end a **written** commitment of those entities whereby they undertake to put the necessary resources at the Contractor's disposal for the purpose of performing the contract.

3. In case of Contractors who compete for the award of the contract jointly, at least one of the Contractors or all Contractors jointly shall fulfill the conditions set out in point 1.
4. Contract eligibility is restricted to the Contractors for whom there are no grounds for exclusion from the contract awarding procedure. For Contractors who compete for the award of the contract jointly, there must be no grounds for exclusion of any of the Contractors.
5. The fulfillment of the conditions of participation in the procedure shall be evaluated according to documents and declarations submitted by Contractors, referred to in section VI, **on a fulfilled/not fulfilled basis.**

VI. LIST OF DECLARATIONS AND DOCUMENTS TO BE SUBMITTED BY CONTRACTORS AS CONFIRMATION OF FULFILMENT OF THE CONDITIONS OF PARTICIPATION IN THE PROCEDURE.

1. In order to confirm a Contractor's fulfillment of the conditions of participation in the procedure, referred to in Article 22.1 of the Law, the following must be presented:
 - 1) a declaration of fulfillment of the conditions of participation in the procedure referred to in Article 22.1 of the Law. The declaration template is presented in **Appendix 2 to the Terms of Reference**;
 - 2) a list of services which have been provided and, in the case of periodical or continuous services, also services which are being provided, in the past 3 years prior to the tender submission deadline and, if the Contractor's period in business is shorter than 3 years, then within such period, indicating their object, dates of implementation and recipients, and **attached documents confirming whether such services have been or are being duly performed.** The presented documents must confirm unquestionably that this condition has been fulfilled.

The main services are defined as follows:

- a) **At least one service of organizing international celebrations of anniversary of a prominent composer of classical music** (experience in organizing at least one international anniversary of a prominent composer of classical music around the world, lasting 12 months), especially in Western European countries, through activities focused on building media profile of the anniversary in international media, opinion-making press and music magazines distributed internationally (e.g. articles in opinion-making music magazines focused on classical music),
- b) **At least seven services** in positioning, building a media profile, branding and developing international image building strategies in the area of classical music for renown institutions and artists including:
 - at least three services carried out for three different foreign cultural institutions and symphony orchestras such as: the London Philharmonic Orchestra, Royal Opera House, Munich Philharmonic Orchestra, Bournemouth Symphony Orchestra, Opéra de Lyon or Royal Concertgebouw Orchestra;
 - at least two services within the scope of classical music carried out for music labels such as: Universal Music Group, Hyperion Records, Naïve Classique,

Wigmore Hall Live, Onyx Classics, Royal Opera House Heritage Series, Nonesuch Records;

- at least one service carried out for an international festival of classical music, competition of the rank of: Salzburg Easter Festival, 14th International Tchaikovsky Competition, Cheltenham Music Festival.
- at least one service carried out for an internationally acclaimed and renowned classical music soloist.

The list of the main services must contain the following:

- a. description of the object of the service;
- b. date of provision of the service (in dd-mm-yyyy format);
- c. recipients (at least the names of recipients of provided services);
- d. type of experience (own experience, third party experience).

A template of the list of the main services is presented in **Appendix 5 to the Terms of Reference**. The list should be accompanied by evidence confirming that such services have been or are being duly performed.

The evidence referred to in section VI includes:

- a. confirmation, provided that for periodical or continuous services which are still being performed such confirmation should be issued no earlier than 3 months before the tender submission deadline;
- b. if, for objective and justified reasons, the Contractor is unable to obtain the confirmation referred to above, the Contractor's declaration shall be deemed to constitute evidence referred to above;
- c. if the entity to which services itemized on the list have previously been provided is the Awarding Entity, the Contractor is not required to provide such evidence.

- 3) The list of persons to perform the contract, including the information about the basis for the disposal of such persons together with information about their professional qualifications, experience and education necessary to perform the contract, as well as the scope of their activities. The presented document must confirm unquestionably that the condition specified in V.1.3 has been fulfilled. The template of the list constitutes **Appendix 6 to the Terms of Reference**.

For Contractors who compete for the award of the contract jointly, the above mentioned documents and declaration must be provided by at least one Contractor or by all Contractors jointly. Where necessary, especially where the list or evidence confirming that services have been duly performed arouse doubts of the Awarding Entity, the Awarding Entity may approach directly the entity to which the services have been provided, requesting additional information or documents to be presented directly to the Awarding Entity.

2. As evidence of lack of grounds for exclusion of a Contractor from the contract awarding procedure under the circumstances referred to in Article 24.1 of the Law, the following shall be presented:
 - 1) a declaration of lack of grounds for exclusion from the procedure. The template of the declaration is attached as **Appendix 3 to the Terms of Reference**,

2) a valid official copy of an entry in the relevant register or the central business register and information service, where an entry in a register is required under other regulations, necessary to evidence lack of grounds for exclusion under Article 24.1(2) of the Law, issued no earlier than 6 months before the tender submission deadline.

For Contractors who compete for the award of the contract jointly, the above mentioned documents and declaration must be provided individually by each of the Contractors.

3. If a Contractor's registered seat or place of residence is based outside the Republic of Poland, then instead of the document referred to in clause 2 point 2) the Contractor shall submit a document or documents issued in the country of its registered office or place of residence duly confirming that no winding up procedure has been started against the Contractor and no bankruptcy of the Contractor has been declared, issued no earlier than 6 months before the tender submission deadline.
4. If the documents referred to in point 2 are not issued in the place of residence of a person or the country of the registered office or the place of residence of the Contractor, they shall be replaced by a document containing a declaration, which also names the authorized representatives of the Contractor, made before the competent judicial or administrative body or a professional or economic self-governance body of the place of residence of the person or the country of the registered office or the place of residence of the Contractor, respectively, or before a notary public, issued no earlier than 6 months before the tender submission deadline.
5. The Contractor may rely on the knowledge and experience, technical potential, personnel capable of performing the contract, financial or economic resources of other entities regardless of the legal character of their relationship. In such an event, the Contractor must prove to the Awarding Entity that the resources necessary to execute the contract shall be at the Contractor's disposal. To that end, the Contractor shall present the Awarding Entity with **written** obligations of such entities to render available to the Contractor the necessary resources throughout the execution of the contract. **The requirement of written obligation set out in art. 26.2b of the Law shall be met only by presenting original documents containing the statement signed by authorized representative.** The entity which committed itself to render its resources available shall be held responsible on equal basis with the Contractor in the event of any damages to the Awarding Entity caused by a failure to render the resources available to the Contractor unless it is caused through no fault of its own. The document which specifies the obligation of a third entity should clearly and unambiguously determine the will to render a resource available to the Contractor submitting a bid in the tender, and indicate the following:
 - a) the extent to which the resources are rendered available to the Contractor,
 - b) the manner in which third entity resources shall be used by the Contractor while executing the contract;
 - c) the character of the relationship between the Contractor and the third entity;
 - d) the scope and duration of the third entity's participation in the execution of the contract.
6. The Contractor shall present, together with the tender, information containing a list of entities which are part of the same group, referred to in Article 24.2(5) of the PPL, or information to the effect that it does not belong to any corporate group, drawn up according to the template attached as **Appendix 7 to the Terms of Reference.**

Note: Original declarations listed in points 1.1, 2.1, 2.5 and 2.6 must be presented while the other documents listed in points 1 and 2 must be presented as original copies or copies certified by the Contractor as a true copy.

VII. COMMUNICATION BETWEEN THE AWARDING ENTITY AND CONTRACTORS AND PROVISION OF DECLARATION 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 15, or
 - c) by e-mail at: kkieloch@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. Contractors who fail to submit the declarations or documents required by the Awarding Entity, referred to in Article 25.1 of the Law, within the tender submission time limit or submit declarations and documents required by the Awarding Entity, referred to in Article 25.1, containing errors or submit defective powers of attorney and are requested, under Article 26.3 of the Law, to submit them, shall send/present such declarations or documents in writing, as originals or true copies certified by the authorized representative(s) of the Contractor, or powers of attorney as the original copy issued by the authorized representatives of the Contractor or a copy (transcript) certified by a notary public, within the time limit and at a place specified in the relevant notice.
4. Contractors 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.
5. 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.
6. 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.
7. The authorized contact person for Contractors between 08.00 and 16.00 hours is **Katarzyna Kieloch** - e-mail: kkieloch@iam.pl.

VIII. TENDER BOND REQUIREMENTS.

The Awarding Entity sets no tender bond.

IX. TENDER VALIDITY.

1. Pursuant to Article 85.1(1) of PPL, the tender shall be binding to the Contractor for a period of 30 days.
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. The period of tender validity shall begin as of the tender submission deadline.

X. TENDER PREPARATION METHOD

1. A tender including attached documents, declarations, etc. must be prepared in writing, legibly, in Polish or English, typed, computer printed or written in indelible ink, and signed by the authorized representative(s) of the Contractor.
2. If the authority to sign a tender, declarations, represent the Contractor(s) in the procedure and assume liabilities to the amount of the price of the tender is granted in a power of attorney, such power of attorney must be granted (signed) by the authorized person(s) named in the relevant register, and attached to the tender. The power of attorney must be presented as an original or a true copy certified by a notary public.
3. Wherever these Terms of Reference provides for authorized representatives of the Contractor to put their signature (initial), this must be done in a way which enables identification of the signatory, e.g. name seal.
4. Each Contractor may only submit one tender. Submission of more tenders shall result in rejection of all tenders submitted by the Contractor.
5. Tenders should be prepared according to the requirements set out in the Terms of Reference.
6. The tender form (Appendix 4) shall be accompanied by all declarations and documents required under the provisions of the Terms of Reference in the format set out herein.
7. It is recommended that the first pages of a tender follow the template attached to the Terms of Reference (**Appendix 4 to the Terms of Reference**). Failure to follow the template set out in Appendix 4 shall not cause rejection of a tender. However, the Awarding Entity requires that a submitted tender includes all declarations set out in the tender template.
8. Furthermore, each tender shall contain:
 - A. Gross price per 1 month of provision of the service;
 - B. Price of the entire contract;
 - C. Information regarding the payment date;
 - D. Information regarding the currency in which the tender has been submitted;
 - E. Completed tender form – as per point 7 of this section;
 - F. Declarations and documents described in section VI of the Terms of Reference;
 - G. Documents described in point 2 of this section.
9. If a Contractor attaches a copy of a document to a tender, each printed page of such a copy shall be certified (signed) as a true copy: „za zgodność z oryginałem”/ “certified to be a true copy” by the authorized representatives of the Contractor in a way which enables identification of the signatory, e.g. name seal or full name of the authorized representative.
10. An attached copy of a document shall be legible. The Awarding Entity may request presentation of the original or a copy of a document certified by a notary public where a copy of a document submitted by the Contractor is illegible or arouses doubts as to its authenticity.

11. It is recommended that all sheets/pages of a tender are initialed by the authorized representatives of the Contractor, subject to point 14 of this section – mandatory initial.
12. Blank pages need not be initialed or signed.
13. It is recommended that each page or sheet of a tender bears a number ensuring continuity of page numbers.
14. Any corrections or modifications of a tender including all attachments must be accompanied by a date and initial (mandatory initial) of the authorized representatives of the Contractor in a way which enables identification of the signatory, e.g., name seal.
15. Contractors shall bear all costs of preparation and submission of tenders irrespective of the outcome of the procedure.
16. It is recommended that a tender is permanently bound.
17. Information which constitutes a Contractor's trade secret as specified in the fair competition laws shall not be disclosed provided that the Contractor makes the reservation that such information must not be disclosed no later than the tender submission deadline and documents its status as a trade secret. Such information should be included in a separate internal envelope attached to the tender and marked as "Trade Secret", along with the indication of the numbers of pages constituting a trade secret. In the absence of the aforementioned, all information included in the bid shall be deemed as publically available and may be rendered available to the remaining contractors along with the tender protocol. The reservation of information, data, documents or statements which do not constitute trade secrets as specified in the fair competition laws results in their declassification.
18. Each Contractor shall not submit more than one tender.
19. Contractors should submit the tender in a non-transparent, sealed envelope or packaging. The external envelope should be addressed as follows:

Instytut Adama Mickiewicza, ul. Mokotowska 25, 00-560 Warszawa and marked as follows:

Tender for: "Provision of expert image-building and consulting services for the Polska Music programme related to core activities of the programme in all areas of international press and media", procedure no. 3/IAM/2015/12

The internal envelope should be addressed and marked as specified above and additionally marked with the name and detailed address of the Contractor (*first and last name / company name, detailed address, telephone numbers of the Contractor – possibly a seal*).

XI. TENDER SUBMISSION AND OPENING PLACE AND DATE.

1. Tenders shall be submitted to the address of the Awarding Entity: Instytut Adama Mickiewicza, ul. Mokotowska 25, 00-560 Warsaw, Poland, reception desk..
2. The tender submission time deadline is **22 December 2015 at 10:00 am**. Tenders submitted after the time limit shall be returned unopened after the time limit set for appeals.
3. Tenders shall be opened on **22 December 2015 at 10:30 am** at the registered office of the Awarding Entity.
4. Tenders shall be opened publicly. Presence of Contractors is not mandatory.
5. During the opening of tenders, the Awarding Entity shall announce the names and addresses of Contractors and price information.

XII. METHOD OF CALCULATION OF THE TENDER PRICE.

1. The tender price shall be determined on the basis of the scope of the contract set out in the Terms of Reference and the appendices.
2. A Contractor shall quote a flat-rate tender price per one month of provision of the service. The tender price shall be expressed in Polish zlotys (PLN), rounded off to the second decimal place at the most. The price shall include due taxes. **The Awarding Entity allows the expression of tender prices in Euro, British Pound Sterling, or United States Dollar 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).**
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) a fraction ending with digits 1 to 4 shall be rounded off downwards,
 - b) a fraction ending with digits 5 to 9 shall be rounded off upwards.
4. A Contractor’s price shall include all costs necessary for proper and complete performance of the contract as well as all charges and taxes due under applicable regulations.
5. A Contractor shall calculate the value of the contract factoring in all risks involved in the performance of the contract, which shall be included in the cost of the proposed tender price.
6. All settlements between the Awarding Entity and a Contractor shall be in Polish zlotys (PLN), Euro (EUR), British Pounds Sterling (GBP), or United States Dollars (USD).
7. The price shall be fixed for the term of the agreement and shall not be subject to indexation within the course of performance of the contract.
8. The Contractor shall bear all costs of the preparation and submission of a tender. The Awarding Entity shall not reimburse any costs of participation in the procedure.

XIII. 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 – 90%:**

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 12 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:

$$C = \frac{C_n}{C_o} \times 80 ,$$

where:

Cn – the lowest proposed price,

Co – price quoted in the evaluated tender,
C – score of the evaluated tender.

B. Payment Date – 10%:

Under this criterion the Awarding Entity shall award scores as follows:

Payment date equal to 30 days – 10 points
Payment date shorter than 30 days – 0 points

The minimum payment date is 14 days. Should the Contractor specify a payment date shorter than 14 days, the tender of such a Contractor shall be deemed incompatible with these Terms of Reference. The maximum payment date is 30 days. Should the Contractor specify a payment date in excess of 30 days, the tender of such a Contractor shall be deemed incompatible with these Terms of Reference.

2. The winning tender shall be the tender with the highest total score.

XIV. FORMAL REQUIREMENTS TO BE FULFILLED ON SELECTION 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 bulletin board and website.
3. The Awarding Entity shall concluded a contract with the selected Contractor pursuant to Article 94 of the Law.
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).

XV. PERFORMANCE BOND REQUIREMENTS

The Awarding Entity requires no performance bond.

XVI. ESSENTIAL TERMS AND CONDITIONS OF THE PUBLIC CONTRACT AGREEMENT, GENERAL TERMS OF THE AGREEMENT OR TEMPLATE AGREEMENT, IF THE AWARDING ENTITY REQUIRES A CONTRACTOR TO SIGN A PUBLIC CONTRACT AGREEMENT UNDER SUCH TERMS.

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

Pursuant to Article 144.1 of the Public Procurement Law, the Awarding Entity allows for potential amendments of the Agreement in the following cases:

- 1) **change of persons authorized to negotiate and co-ordinate the object of the agreement;**
- 2) **correction of obvious spelling and calculation errors;**
- 3) in the event of any changes objectively deemed to be in favor of the Awarding Entity;
- 4) amendment of generally applicable laws to the extent affecting the performance of the object of the contract, including change of the VAT rate;
- 5) otherwise, in unforeseen cases without fault of the parties, which the parties were unable to foresee when performing the contract with due diligence, including but not limited to any major changes on the market of services covered by the procedure or major difficulties of the Contractor or the Awarding Entity in the procurement of materials necessary to perform the contract.

All amendments to the Agreement shall be approved by both parties in a written annex to the Agreement otherwise null and void.

XVII. LEGAL PROTECTION MEASURES AVAILABLE TO A CONTRACTOR IN THE CONTRACT AWARDING PROCEDURE

Legal protection measures are set out in detail in Title VI of the PPL. Contractors as well as other entities whose legal interest in winning the tender has been or might have been prejudiced as a result of a breach of the provisions of the Law by the Awarding Entity are entitled to legal protection measures. 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.

Appendix 1 to the Terms of Reference

DETAILED DESCRIPTION OF THE OBJECT OF THE CONTRACT

SPECIFICATION DETAILS – THE MAIN OBJECTIVES:

The Polska Music programme actively promotes Polish classical music abroad as performed by renown international artists. The programme's objectives include stage and concert productions, promotion of Polish contemporary music, initiating new commissions for compositions and supporting numerous book and sound publications. The core activities of the program involve events organized abroad. In the upcoming years, Polska Music's actions will extend over the countries of Western Europe, in particular Germany and Great Britain, as well as the United States of America.

The key initiatives of the Polska Music Programme in 2016 will include projects implemented in collaboration with leading cultural institutions around the world, among others, concerts of Polish contemporary music performed by major European and US orchestras; presentations of Polish composers at the world's leading chamber contemporary music festivals; presentations of stage co-productions; as well as activities aimed at promoting talented young composers.

Find out more about the nature of these projects at: www.polskamusic.pl

The object of the contract is the provision of expert consulting and image building services by the Contractor for the Polska Music program within all fields of international press and media in connection with its core activities as follows::

- 1. Popularization of Polish composers as part of projects implemented within the scope of the Polska Music programme between January and December 2016**
- 2. Building the image of the Polska Music programme among international opinion-forming circles**

AD 1. Popularization of Polish classical and contemporary music according to the strategy of promotion of Polish composers abroad implemented by the Awarding Entity as part of the Polska Music Programme between January and December 2016

in the following fields:

- 1) key festivals of classical and contemporary music worldwide , such as the Huddersfield Contemporary Music Festival, Paris String Biennale, Klara Festival or Gaudeamus Muziekweek;
- 2) series of opinion-forming presentations of contemporary music as part of artistic seasons with the world's leading symphony orchestras such as the Los Angeles Philharmonic or Chicago Symphony Orchestra;
- 3) workshops and residency programs for young composers implemented in collaboration with such institutions as Ensemble Musikfabrik, London Philharmonic Orchestra, or Sound and Music;
- 4) presentations of opera performances produced by such organizations as the Welsh National Opera or Bayerische Staatsoper;
- 5) prestigious events organized by foreign symphony orchestras, chamber ensembles and artistic centers such as the Munich Chamber Orchestra, BBC Symphony Orchestra, Belcea Quartet, or London Philharmonic Orchestra.

by means of the following actions:

- implementation of global PR activities promoting Polish composers presented as part of the aforementioned events;
- compilation of lists of journalists approved by the Awarding Entity arranging for presence of opinion-forming persons at the events designated by the Awarding Entity;

- ongoing contact with opinion-forming institutions, foreign journalists and music critics in the international classical music circles to promote Polish composers, including the representation of the Awarding Entity within the scope of circulation of information related to the activity of the Awarding Entity with regard to the promotion of Polish composers;
- redirection of potential partners, partner institutions and foreign journalists (particularly those specializing in classical music) to establish direct contacts with the Awarding Entity with regard to the promotion of Polish composers;
- cooperation with leading magazines in the industry as selected by the Awarding Entity and pursuant to the strategy of promotion of Polish composers abroad, including The Wire, MusikTexte, Neue Zeitschrift für Musik, The Quietus;
- cooperation with international publishing presses selected by the Awarding Entity, such as Schott, Boosey&Hawkes, Chester, Universal Edition, among others in order to establish cooperation with Polish composers;
- monitoring of English-speaking media with regard to the projects implemented by Polska Music, based on lists approved by the Awarding Entity, including:
 - major British titles of such dailies as The Guardian, The Daily Telegraph, The Times, Financial Times or The Independent, The Observer, The Economist, The Spectator, Time Out London – including their electronic editions,
 - major magazines devoted to classical and contemporary music, among others: BBC Magazine, Gramophone, Classical Music, Opera Now, Opera Magazine, Musical Opinion, International Record Review; websites: classic.fm, bachtrack.com, musicalamerica.com, sinfinimusic.com, theartdesk.com, seenandheard-international.com, classicalsource.com and other blogs of leading musicologists and opinion-forming music journalists;
- 8. preparation of press releases, reviews and previews of events (in English) organized within the projects implemented by Polska Music;
- 9. support in the preparation of media reports compiled by Polska Music.

Schedule:

- 1) implementation of all works related to the aforementioned tasks: on an ongoing basis, from the date of concluding the agreement through 31 December 2016;
- 2) reporting of implementation of works related to the aforementioned activities: on a quarterly basis, from the date of concluding the agreement through 31 December 2016.

Ad 2. Building the image of the Polska Music programme in international opinion-forming circles

In the following fields:

1. preparation and implementation of Polska Music's image-building strategy worldwide;
2. ongoing substantive support – building of Polska Music's image as part of all foreign events co-organized by the programme;
3. collaboration with Polska Music's partner organizations and potential partners as part of the implementation of tasks related to the development of Polska Music's image;
4. placement of information on the Awarding Entity in the form of interviews and feature articles devoted to the Institute in order to improve the recognizability and esteem of the Awarding Entity;
5. organization of meetings with representatives of prestigious cultural institutions to profile the Awarding Entity's activity and initiate co-operation.

by means of:

1. Implementation of tasks specified by the Contractor in the detailed schedule of works, approved by the Awarding Entity;

The strategy will be submitted to the Contractor selected in the awarding procedure.

Schedule:

- 1) implementation of all works related to the aforementioned tasks: on an ongoing basis, from the date of concluding the agreement through 31 December 2016;
- 2) reporting of implementation of works related to the aforementioned activities: on a quarterly basis, from the date of concluding the agreement through 31 December 2016.

Appendix 2 to the Terms of Reference

.....
(Contractor's Seal)

**DECLARATION
OF FULFILMENT OF CONDITIONS OF PARTICIPATION IN THE PROCEDURE**

Article 22.1 of the Public Procurement Law.

By taking part in the public contract award procedure for: **Provision of expert services of image creation and consulting services for the Polska Music programme related to core activities of the programme in all areas of international press and media**

on behalf of:

.....
(Contractor's full name)

we represent that, as at the date of submission of tenders, we comply with the terms and conditions including:

- authorization to perform specific activities or actions, if such authorizations are required by the law;
- necessary knowledge and experience;
- disposal of necessary technical potential and personnel capable of performing the contract;
- financial and economic situation.

Being aware of criminal liability under Article 297.1 of the Criminal Code, I confirm the information above as true with my hand-written signature.

.....
(date, full name and signature of the Contractor's authorized representative)

Appendix 3 to the Terms of Reference

.....
(Contractor's seal)

**DECLARATION
OF LACK OF GROUNDS FOR EXCLUSION FROM THE PROCEDURE**
under Article 24.1 of the Public Procurement Law.

By taking part in the public contract award procedure for: **Provision of expert services of image creation and consulting services for the Polska Music programme related to core activities of the programme in all areas of international press and media**

on behalf of:

.....
(Contractor's full name)

we represent that, as at the date of submission of tenders, there are no grounds for exclusion from the procedure under Article 24.1 of the Law.

Being aware of criminal liability under Article 297.1 of the Criminal Code, I confirm the information above as true with my hand-written signature.

.....
(date, full name and signature of
the Contractor's authorized
representative)

Appendix 4 to the Terms of Reference

**Awarding Entity:
Instytut Adama Mickiewicza
ul. Mokotowska 25
00 – 560 Warszawa**

TENDER FORM

CONTRACTOR(S) DETAILS (for a joint tender, name the proxy):

.....

NIP (TAX IDENTIFICATION NUMBER) REGON (STATISTICAL
NUMBER)

Mailing address for any notices from the Awarding Entity:

.....

Authorized contact person for the Awarding Entity:

.....

Telephone:

Fax:

E-mail:

In response to the open tender announcement, we submit this tender for:

Provision of expert image building and consulting services for the Polska Music programme related to core activities of the programme in all areas of international press and media

at the price of:

**PLN/EUR/GBP/USD (delete inapplicable) gross per 1 month
of provision
(say:))**

Total service fee:

**12 months x(gross price per 1 month of provision of the service) = PLN/EUR/GBP/USD
..... gross (delete where appropriate)**

(say:.....)

I hereby represent that the tender is submitted in (state the currency).....

Payment date.....days

Part of the contract to be sub-contracted (if applicable):

.....
.....

1. I/We represent as follows:

- 1) we shall perform the object of the contract within the time limits set in the Terms of Reference;
- 2) we have read the terms and conditions as well as requirements set by the Awarding Entity in the Terms of Reference, including without limitation the DESCRIPTION OF THE OBJECT OF THE CONTRACT; we accept them and raise no reservations thereto;
- 3) we have received all information necessary to prepare a tender and perform the contract;
- 4) we accept the essential terms and conditions of the contract and we agree to sign the agreement drawn up thereunder without any reservation or exclusions;
- 5) the price includes all costs necessary to perform the contract arising directly from the description of the object of the contract and not included therein which are requisite for the performance of the contract. I/We represent that we have anticipated all circumstances which determine the price of the contract;
- 6) this tender shall be binding for a period of 30 days after the tender submission time limit.

2. The submitted tender comprises pages.

3. The following are attached to the tender as its integral parts:

- 1)
- 2)
- 3)
- 4)
- 5)

.....
(date, full name and signature of
the Contractor's authorized
representative)

Appendix 5 to the Terms of Reference

LIST OF THE MAIN SERVICES

We state that the Contractor we represent has provided the following services:

No.	Client's name and address	Dates of service provision (day/month/year)	Short description of the object of the service	Type of experience (own, subcontractor, third party)
<p>At least one service of organizing international celebrations of anniversary of a prominent composer of classical music (experience in organizing at least one international anniversary of a prominent composer of classical music around the world, lasting 12 months), especially in Western European countries, through activities focused on building media profile of the anniversary in international media, opinion-making press and music magazines distributed internationally (e.g. articles in opinion-making music magazines focused on classical music)</p>				
1.		Service commencement date Service end date		
<p>At least seven services involving positioning, building a media profile, branding and developing international PR strategies in the area of classical music for renown institutions and artists, including:</p> <p>A) at least three services provided to three different foreign cultural institutions and symphony orchestras such as the London Philharmonic Orchestra, Royal Opera House, Munich Philharmonic Orchestra, Bournemouth Symphony Orchestra, Opéra de Lyon or the Royal Concertgebouw Orchestra</p>				
1.		Service commencement date Service end date		
2.		Service commencement date Service end date		
3.		Service commencement date Service end date		

B) at least two services regarding classical music provided to such music labels as Universal Music Group, Hyperion Records, Naïve Classique, Wigmore Hall Live, Onyx Classics, Royal Opera House Heritage Series, or Nonesuch Records				
1.		Service commencement date		
		Service end date		
2.		Service commencement date		
		Service end date		
C) at least one service provided to an international festival of classical music or competition of the rank of the Salzburg Easter Festival, 14 th International Tchaikovsky Competition, or Cheltenham Music Festival				
1.		Service commencement date		
		Service end date		
D) at least one service provided to an internationally acclaimed and renowned classical music soloist.				
1.		Service commencement date		
		Service end date		

.....

(full name and signature of the Contractor's authorized representative)

Note:

1. The Awarding Entity requires the Contractor to attach a list along with evidence confirming that the services have been or are being duly performed.
2. The Awarding Entity requires the Contractor to specify whether the referenced experience is its own experience or the experience of other entities, regardless of the legal nature of its relations with such entities, and to prove to the Awarding Entity that it will have at its disposal the resources necessary to perform the, in particular by presenting to this end a written commitment of those entities whereby they undertake to put the necessary resources at the Contractor's disposal for the purpose of performing the contract.

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.			Agency Director	<input type="checkbox"/> a minimum 10 years of managerial experience in an international agency promoting classical music on international scale <input type="checkbox"/> a minimum 5 years of experience in international distribution of classical music publications (books, CD albums, other publications) <input type="checkbox"/> degree in culture management <input type="checkbox"/> fluent knowledge of English
2.			Head press officer	<input type="checkbox"/> a minimum 5 years of managerial experience in PR departments of international cultural events <input type="checkbox"/> professional experience in communications departments of radio or television channels or classical music publishing press <input type="checkbox"/> fluent knowledge of English
Implementers (3 persons who jointly fulfill the following requirements in line with specifications set forth in Chapter V of these Terms of Reference)				
3.			Implementer 1	<input type="checkbox"/> a minimum 3 years of experience in cooperation with international music publisher(s) <input type="checkbox"/> a minimum 5 years of experience in international PR agencies specializing in classical music, or international concert agencies

				<p>specializing in classical music</p> <p><input type="checkbox"/> a minimum 3 years of experience in marketing/promotion department(s) of international music festival(s)</p> <p><input type="checkbox"/> a minimum 5 years of experience in marketing/promotion department(s) of international music label(s)</p> <p><input type="checkbox"/> fluent knowledge of English</p> <p><input type="checkbox"/> fluent knowledge of German</p>
4.			Implementer 2	<p><input type="checkbox"/> a minimum 3 years of experience in cooperation with international music publisher(s)</p> <p><input type="checkbox"/> a minimum 5 years of experience in international PR agencies specializing in classical music, or international concert agencies specializing in classical music</p> <p><input type="checkbox"/> minimum 3 years of experience in marketing/promotion department(s) of international music festival(s)</p> <p><input type="checkbox"/> minimum 5 years of experience in marketing/promotion department(s) of international music label(s)</p> <p><input type="checkbox"/> fluent knowledge of English</p> <p><input type="checkbox"/> fluent knowledge of German</p>
5.			Implementer 3	<p><input type="checkbox"/> a minimum 3 years of experience in cooperation with international music publisher(s)</p> <p><input type="checkbox"/> a minimum 5 years of experience in international PR agencies specializing in classical music, or international concert agencies specializing in classical music</p> <p><input type="checkbox"/> a minimum 3 years of experience in marketing/promotion department(s) of international music festival(s)</p> <p><input type="checkbox"/> a minimum 5 years of experience in marketing/promotion department(s) of international music label(s)</p>

				<input type="checkbox"/> fluent knowledge of English <input type="checkbox"/> fluent knowledge of German
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*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 written 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.

Note: At least one of the Implementers must be fluent in German, at least two Implementers must be fluent in English.

....., on

.....

(signature of the Contractor’s authorized representative)

.....

Contractor’s seal

Appendix 7 to the Terms of Reference

Declaration

Pursuant to Article 26.2d of the Public Procurement Act of 29 January 2004 (Journal of Laws 2010, No. 113, item. 759, as amended), by competing for award of the contract in the procedure for **Provision of expert image building and consulting services for the Polska Music programme related to core activities of the programme in all areas of international press and media**

I represent that, as at the tender submission date, **I am not a part of a corporate group** referred to in Article 24.2(5) of the PPL within the meaning of the Competition and Consumer Protection Act of 16 February 2007 (Journal of Laws, No. 50, item 331, as amended).*

I represent that, as at the tender submission date, **I am a part of a corporate group** referred to in Article 24.2(5) of the PPL within the meaning of the Competition and Consumer Protection Act of 16 February 2007 (Journal of Laws, No. 50, item 331, as amended), and I present attached a list of members of the same group.*

*** 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 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. 8 to the Terms of Reference

Material Terms of the Agreement

<p style="text-align: center;">UMOWA nr</p> <p>Niniejsza umowa konsultingowa (dalej zwana „Umową”) została zawarta w dniu</p> <p>Strony:</p> <p>..... (dalej zwany „Zleceniodawcą”),</p> <p>..... (dalej zwany „Konsultantem”), zwanymi dalej łącznie „Stronami”, o następującej treści :</p> <p><i>W wyniku rozstrzygnięcia przez Zamawiającego procedury udzielenia zamówienia publicznego prowadzonego w przetargu nieograniczonym na podst. Art. 39 zgodnie z ustawą z dnia 29 stycznia 2004 r. Prawo zamówień publicznych (tj. Dz. U. z 2013 roku, poz. 907 ze zm.) została zawarta umowa o następującej treści:</i></p> <p>PREAMBUŁA</p> <p>Zleceniodawca zleca Konsultantowi, zaś Konsultant zobowiązuje się wobec Zleceniodawcy świadczyć usługi konsultingowe na rzecz Zleceniodawcy w trybie i na warunkach określonych w niniejszej umowie (dalej zwanej „Umową”). Strony uzgadniają co następuje:</p> <p>1. INTERPRETACJA I DEFINICJE</p> <p>1.1. O ile kontekst nie stanowi inaczej, wyrażenia w liczbie pojedynczej obejmują również liczbę mnogą.</p> <p>1.2. Nagłówki użyte w niniejszej Umowie służą wyłącznie celom redakcyjnym i nie mają</p>	<p style="text-align: center;">AGREEMENT no.</p> <p>This consultancy agreement (“Agreement”) has been concluded on</p> <p>Name of Parties:</p> <p>..... (hereinafter referred to as the “Client”).</p> <p>..... (hereinafter referred to as the “Consultant”); hereinafter referred to as “Parties” who have agreed as follows:</p> <p><i>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 2013, item 907 as amended), the Parties undertake as follows:</i></p> <p>WHEREAS</p> <p>The Client has requested the Consultant and the Consultant has undertaken to provide the Consultancy Services to the client in a manner and on the terms and conditions set forth in this agreement (hereinafter referred to as “Agreement”).</p> <p>IT IS AGREED as follows:</p> <p>1. INTERPRETATION AND DEFINITIONS</p> <p>1.1. Unless otherwise inferred from the context, the references to the singular shall include the plural.</p> <p>1.2. The headings contained in the Agreement</p>
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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 usług kreowania wizerunku i usług konsultingowych dla programu Polska Music związanych z filarowymi działaniami programu we wszystkich obszarach międzynarodowej prasy i mediów, zgodnie ze Szczegółowym Opiskiem 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.

3. USŁUGI KONSULTINGOWE

3.1. Konsultant zobowiązuje się świadczyć na rzecz Zleceniodawcy usługi promocyjne w zakresie kreowania wizerunku i usług konsultingowych dla programu Polska Music związanych z filarowymi działaniami programu we wszystkich obszarach międzynarodowej prasy i mediów, włączając w to między innymi prasę, specjalistyczne i niespecjalistyczne pisma oraz radio. Szczegółowy Opis Przedmiotu Zamówienia stanowi Załącznik nr 1 do niniejszej Umowy.

3.2. sprawuje ogólny nadzór nad wszystkimi aspektami projektu.

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 Polska Music programme related to the core activities of the programme 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, 2015

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

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 Polska Music programme related to the core activities of the programme 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

<p>3.3. Zobowiązanie Konsultanta w zakresie świadczenia Usług konsultingowych będzie realizowane wyłącznie przez Konsultanta, przy czym Konsultantowi nie przysługuje prawo do przekazania ani do zlecenia wykonania Usług konsultingowych żadnej osobie trzeciej.</p> <p>3.4. W zakresie realizacji Usług konsultingowych Konsultant podlega p.</p> <p>3.5. Zleceniodawcy przysługuje prawo do zatwierdzania wszystkich umów wynegocjowanych przez Konsultanta w zakresie Usług konsultingowych przed ich wykonaniem.</p> <p>4. OŚWIADCZENIA KONSULTANTA</p> <p>4.1. Konsultant oświadcza wobec Zleceniodawcy, że zawierając niniejszą umowę i realizując swoje zobowiązania na mocy niniejszej Umowy nie dopuszcza się naruszenia swoich zobowiązań wobec żadnej osoby trzeciej.</p> <p>4.2. Konsultant oświadcza, że posiada niezbędne kwalifikacje umożliwiające wykonanie Usług konsultingowych.</p> <p>4.3. Konsultant niniejszym zwalnia Zleceniodawcę i zobowiązuje się ją zwalniać ze wszelkich zobowiązań do zapłaty na jego rzecz składek z tytułu ubezpieczeń społecznych.</p> <p>4.4. Zleceniodawca zobowiązuje się przekazać Konsultantowi wystarczające informacje na temat Zleceniodawcy i jego działalności umożliwiające Konsultantowi odpowiednie świadczenie Usług konsultingowych.</p> <p>5. ZOBOWIĄZANIA KONSULTANTA</p> <p>5.1. Konsultant zobowiązuje się do tego, by:</p> <p>5.1.1. Nie podejmować żadnych działań mogących zaszkodzić interesom Zleceniodawcy, włączając w to działania, które mogą zaszkodzić reputacji Zleceniodawcy lub prowadzić do utraty zamówień lub transakcji.</p> <p>5.1.2. Przekazywać Zleceniodawcy</p>	<p>supervision over all aspects of the project.</p> <p>3.3. The Consultant's obligation to provide the Consultancy Services shall be performed solely by the Consultant, and the Consultant shall not be entitled to assign or sub-contract the performance of the Consultancy Services to any third party.</p> <p>3.4. The Consultant shall report to with regard to the provision of the Consultancy Services.</p> <p>3.5. The Client shall be entitled to approve all agreements negotiated by the Consultant with regard to the Consultancy Services prior to their completion.</p> <p>4. REPRESENTATIONS OF THE CONSULTANT</p> <p>4.1. The Consultant represents that by entering into and performing its obligations under this Agreement it shall not thereby be in breach of any obligation which it owes to any third party.</p> <p>4.2. The Consultant represents that it has the necessary skills to perform the Consultancy Services.</p> <p>4.3. The Consultant hereby indemnifies and agrees to keep indemnified the Client from any liability whatsoever to make any social security payments to it.</p> <p>4.4. The Client shall provide the Consultant with sufficient information about the Client and its business in order for the Consultant to be properly able to provide the Consultancy Services.</p> <p>5. OBLIGATIONS OF THE CONSULTANT</p> <p>5.1. The Consultant agrees as follows:</p> <p>5.1.1. Not to engage in any conduct detrimental to the interests of the Client which includes conduct tending to bring the Client into disrepute or which results in the loss of custom or business.</p> <p>5.1.2. To furnish the Client with a progress report</p>
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<p>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>6. WYNAGRODZENIE KONSULTANTA</p> <p>6.1. Kwota Wynagrodzenia Konsultanta za cały Okres obowiązywania, wyniesie nie więcej niż (słownie:).</p> <p>6.2. Zleceniodawca zobowiązany jest do zapłaty Konsultantowi wynagrodzenia w kwocie netto/brutto (słownie:) za miesiąc świadczenia Usług konsultingowych 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 trwania niniejszej Umowy, z zastrzeżeniem postanowień ust. 6.5 Umowy.</p> <p>6.3. Środki te będą przekazane Konsultantowi</p>	<p>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 of this Agreement.</p> <p>5.3 None of the provisions of this Agreement shall render the Consultant an employee of the Client. The Consultant shall not falsely represent itself as an employee of the Client.</p> <p>5.4. The Consultant shall provide the Consultancy Services to the Client to the best of 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 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:).</p> <p>6.2. The Client shall pay to the Consultant a fee of (say:.....) net/gross per month of the Consultancy Services and 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 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</p>
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na podstawie dokumentu finansowego wystawionego przez Konsultanta, po przedstawieniu raportu z wykonanych prac, w terminie 14 dni od dnia otrzymania przez Zleceniodawcę i zaakceptowaniu przez Zleceniodawcę ww. dokumentów.

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.

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 2016 roku, w nieprzekraczalnym terminie do dnia 15 grudnia 2016 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. 6.2., 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

Consultant on the basis of a financial document issued by the Consultant, upon the presentation of the report on works conducted, within 14 days following the date of Client's receipt of the above mentioned documents and their approval by the Client.

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.

6.5. In connection with the budget year and the principles of public finance discipline, the Consultant 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 2016 within the definitive deadline of 15 December 2016 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 6.2. 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.

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 Konsultanta określonej w ust. 6.1.

7.4. W razie odstąpienia od umowy przez Zleceniodawcę, lub jej wypowiedzenia, z powodu okoliczności, za które odpowiada Konsultant, będzie on zobowiązany do zwrotu Zleceniodawcy otrzymanej kwoty wraz z odsetkami liczonymi jak od zaległości podatkowych.

8. OŚWIADCZENIE

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

8.2 Konsultant oświadcza, że spełnia przesłanki ubiegania się o zamówienia publiczne określone w art. 22 nie podlega wykluczeniu na podstawie art. 24 ustawy z dnia 29 stycznia 2004 r. „Prawo zamówień publicznych (Dz. U. z 2013 roku, poz. 907 ze zm.).

9. POUFNOŚĆ

9.1. W celu zagwarantowania poufności i zabezpieczenia tajemnicy handlowej Zleceniodawcy, bez szkody dla wszelkich

7.2. Failure by the Consultant to give notice of termination of this Agreement should such a termination be made, shall constitute a breach of contract by the Consultant and consequently the Client may claim damages from the Consultant for any resulting loss suffered by the Client.

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.

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.

8. ACKNOWLEDGEMENT

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.

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 2013, item 907, as amended).

9. CONFIDENTIALITY

9.1. In order to protect the confidentiality and trade secrets of the Client, and without prejudice to every other obligations regarding keeping

innych zobowiązań w zakresie zachowania w tajemnicy wszystkich informacji mu przekazanych lub pozyskanych przez niego w ramach poufności, Konsultant zobowiązuje się do tego, by:

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

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

9.1.3. Nie sporządzać żadnych kopii, abstraktów, podsumowań ani skrótów całości ani części żadnych dokumentów ani innych materiałów należących do Zleceniodawcy za wyjątkiem przypadków koniecznych w ramach wykonywania obowiązków zgodnie z niniejszą Umową, a w takim przypadku każda taka pozycja należy odpowiednio do Zleceniodawcy.

10. POWIADOMIENIA I CESJA

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

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

confidential all information provided or gained in confidence by the Consultant, the Consultant agrees as follows:

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

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

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

10. NOTICES AND ASSIGNMENT

10.1. All notices which are required to be given hereunder shall be in writing and shall be sent to 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.

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

11. ODPOWIEDZIALNOŚĆ I UBEZPIECZENIE

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

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

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

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

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 miałyby 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.

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 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. ZASTRZEŻENIE

Zleceniodawca nie składa żadnych oświadczeń ani nie ponosi żadnej odpowiedzialności w zakresie zapewnienia, że warunki niniejszej umowy dokładnie odzwierciedlają stosunki pomiędzy Konsultantem a Zleceniodawcą. Ponadto Zleceniodawca nie ponosi żadnej odpowiedzialności, by zabezpieczyć Konsultanta przed wszelkimi stratami, wydatkami lub odpowiedzialnością ponoszona 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

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

Appendices:

1. Detailed Description of the Object of the Contract