



**Terms of Reference
(hereinafter referred to as the ToR)**

for

**“purchase of eight shows for the Planetarium of the Copernicus Science Centre
including granting of licenses for them, broken down into eight parts”**

The Contracting Party does not envisage charges for the ToR.

Type of contract: deliveries

The value of the contract is lower than the PLN equivalent of the amount of:
EUR 193.000.

- 1) Deadline for submission of tender proposals: on 17 October 2011 until 12.00 noon.
- 2) Opening of the tender proposals: on 17 October 2011 at 12.15 p.m.
- 3) Legal basis:

The proceedings for awarding the public procurement is conducted by open tender, with the participation of the Tender Committee established by Decision No. 35/2011 of the Director of the Copernicus Science Centre of 27 April 2011 on the basis of the Act of 29 January 2004 on the Public Procurement Law (consolidated text: Journal of Laws of 2010, No. 113, Item 759, as amended), hereinafter referred to as the “Act”.

Terms of Reference

for:

**“purchase of 8 shows for the Planetarium of the Copernicus Science Centre,
including granting licenses for them, broken down into 8 parts”**

The proceedings for awarding the above-mentioned public procurement is conducted
by open tender
under the Act of 29 January 2004
on the Public Procurement Law
(consolidated text: Journal of Laws of 2010, No. 113, Item 759, as amended)

Approved by:

Warszawa, on 26 September 2011

TABLE OF CONTENTS

- 1. Definitions**
- 2. Language of the Proceedings**
- 3. Data of the Contracting Party**
- 4. Representative of the Contracting Party authorised to contact the Contractors**
- 5. Procedure for granting the Procurement and information regarding the place of the notice**
- 6. Communication between the Contracting Party and the Contractors during the course of the Proceedings**
- 7. Information about the form of submitted documents**
- 8. Deadline for execution of the Procurement**
- 9. Partial and variant Tender Proposals**
- 10. Description of the object of the Procurement**
- 11. Conditions for participation in the Proceedings and description of the way of assessing their fulfilment**
- 12. List of statements and documents to be submitted by the Contractors to ensure compliance with the conditions for participation in the Proceedings**
- 13. Information concerning submission of Tender Proposals and the way of calculating the price**
- 14. Period of Tender Proposal validity**
- 15. Requirements concerning the tender bond**
- 16. Place and date of submission and opening of Tenders Proposals**
- 17. Evaluation of Tender Proposals**
- 18. Model Agreement**
- 19. Information on the formalities that should be fulfilled after the selection of the Tender Proposal with a view to conclude the Agreement**
- 20. Good performance security**
- 21. Instruction on the legal remedies available to the Contractor**

Appendices

- 1. Statement 1 a), 1 b) and 1 c)**
- 2. Tender Proposal Form**
- 3. Model Agreement**

1. Definitions

Contracting Party	is to be understood as the Copernicus Science Centre;
Procurement	is to be understood as the public procurement for: “purchase of 8 shows for the Planetarium of the Copernicus Science Centre, including granting licenses for them, broken down into 8 parts” ;
Tender Proposal	the document drawn up in writing under pain of nullity, signed in accordance with the principles of representation of the Contractor and submitted in the course of the Proceedings;
Act	is to be understood as the Act of 29 January 2004 on the Public Procurement Law (consolidated text: Journal of Laws of 2010, No. 113, Item 759, as amended);
Proceedings	are to be understood as these proceedings initiated by a public notice on the Procurement and conducted by open tender in accordance with the provisions of the Act;
Registered Office of the Contracting Party	is to be understood as the registered office of the Contracting Party, located in Warszawa at ul. Wybrzeże Kościuszkowskie 20;
Working Days	are to be understood as every weekday from Monday to Friday except public holidays in the Republic of Poland;
Working Hours	are to be understood as the hours from 09:00 a.m. to 05:00 p.m. on Working Days;
Contractor	is to be understood as a natural person, legal person or organisational unit without legal personality that applies for being granted the Procurement or have submitted a Tender Proposal;
Selected Contractor	is to be understood as the Contractor whose offer has been chosen as the most advantageous;
Agreement	is to be understood as the Agreement for the Procurement, which Contracting Party plans to conclude with the Selected Contractor; Model Agreement is attached as Appendix 3;

ToR is to be understood as these Terms of Reference;
Appendix is to be understood as a document named in this way in the ToR and forming an integral part thereof;

2. Language of the Proceedings

- 2.1. The Proceedings are conducted in the Polish language. The official text of the Terms of Reference is its Polish language version.
- 2.2. The Contracting Party agrees to submission of Tender Proposals, statements and other documents in the English language.
- 2.3. All statements and documents made in a language other than Polish or English must be submitted together with their translations into Polish or English.

3. Data of the Contracting Party

Name:

Copernicus Science Centre

(Polish: *Centrum Nauki Kopernik*)

Address of the Registered Office of the Contracting Party:

ul. Wybrzeże Kościuszkowskie 20

00-390 Warszawa

E-mail address:

sekretariat@kopernik.org.pl

4. Representative of the Contracting Party authorised to contact the Contractors

The Contracting Party has authorised the following persons to contact the Contractors:

In matters related to the Public Procurement Law:

Katarzyna Jelińska

Address: ul. Wybrzeże Kościuszkowskie 20
00-390 Warszawa, Poland

E-mail address: katarzyna.jelinska@kopernik.org.pl

In matters related to the subject of the Procurement:

Weronika Śliwa

Address: ul. Wybrzeże Kościuszkowskie 20
00-390 Warszawa, Poland

E-mail address: weronika.sliwa@kopernik.org.pl

5. Procedure for granting the Procurement and information regarding the place of the notice

- 5.1. The Proceedings are conducted in accordance with the provisions of the Act by open tender.
- 5.2. The notice on the Procurement was published:
- a. in Public Procurement Bulletin under No.: 306106-2011;
 - b. on the website of the Contracting Party: on 26 September 2011;
<http://www.kopernik.org.pl/nc/o-centrum/zamowienia-publiczne/> on 26 September 2011;
 - c. on the notice board of the Contracting Party on 26 September 2011;
 - d. on the website of the Public Information Bulletin of the Copernicus Science Centre at: http://www.kopernik.org.pl/bip/zamowienia_publiczne.php, on 26 September 2011.

6. Communication between the Contracting Party and the Contractors during the course of the Proceedings

- 6.1. In proceedings for awarding the Procurement, the Contracting Party and the Contractors may provide statements and documents, including: applications, notices, information, questions and answers, in writing or electronically (subject to the provisions of section 6.2.) to the address of the person authorised to contact the Contractors or to the e-mail address indicated in the ToR.
- 6.2. For the activities listed below, the Contracting Party requires written form under pain of nullity and refuses to permit communication by fax or e-mail:

- submitting the Tender Proposal;
 - amendment of the Tender Proposal;
 - informing the Contracting Party of withdrawal of a Tender Proposal submitted by the Contractor;
 - supplementing the statements and documents referred to in Article 25(1) of the Act, on the terms set out in Article 26(2) of the Act;
 - providing clarification concerning the statements and documents referred to in Article 25(1) of the Act, on the terms set out in Article 26(4) of the Act.
- 6.3.** If the Contracting Party receives from the Contractor a request for confirmation of service of a statement or document transmitted electronically, the Contracting Party shall immediately confirm the fact of receipt by e-mail.
- 6.4.** If the Contractor receives a statement or document from the Contractor by e-mail, the Contractor is obliged to immediately acknowledge receipt of this correspondence electronically. In the case of sending a statement or document electronically, the Contracting Party shall not transmit it in writing.
- 6.5.** All documents and statements, including: applications, notices, information, questions and answers should be addressed to the person authorised to contact the Contractors, including to the e-mail address indicated in the ToR.

NOTE: The Contracting Party is not responsible for the consequences of the lack of compliance by the Contractors with that requirement.

- 6.6.** In the absence of confirmation of receipt of a letter by the Contractor, the Contracting Party shall be assume that the letter sent by the Contracting Party to the e-mail address indicated by the Contractor was served on the Contractor in a way enabling the Contractor to become familiar with the contents of the letter.
- 6.7.** The Contractor may request the Contracting Party to clarify the content of the ToR. The Contracting Party is obliged to immediately provide those clarifications, not later than two days before the expiry of the deadline for submitting Tender Proposals, on the condition that the request for clarification of the content of the Terms of Reference was received by the Contracting Party no later than until the day when a half of the period specified for submitting the Tender Proposals elapses.
- 6.8.** If the request for clarification of the content of the ToR is received after the deadline for submitting the request referred to in section 6.7. or relates to the clarifications already

- provided, the Contracting Party may provide clarifications or leave the request unanswered.
- 6.9. Extension of the deadline for submission of Tender Proposals does not affect the period of submitting the requests referred to in section 6.7.
- 6.10. The content of the questions together with respective clarifications shall be forwarded by the Contracting Party to all the Contractors to whom the Contracting Party provided the ToR, without revealing the source of the inquiry, and if the ToR is available on a website, the Contracting Party publishes that content on the website.
- 6.11. The Contracting Party does not provide for convening a meeting of Contractors to clarify doubts regarding the ToR.
- 6.12. In justified cases, the Contracting Party may, before the deadline for submission of Tender Proposals, change the content of the ToR. The Contracting Party shall immediately notify all the Contractors to whom it provided the ToR of such a change, and if the ToR is available on a website, the Contracting Party publishes this change on the website.
- 6.13. If as a result of changes in the content of the ToR that do not result in a change of the content of the notice of the Procurement, additional time is needed for introducing changes in Tender Proposals, the Contracting Party shall extend the deadline for submission of Tender Proposals, inform the Contractors to whom the ToR have been provided and publish this information on the websites referred to in section 5.2.
- 6.14. Changing the content of the ToR and the notice on the Procurement may also occur in the cases described in Article 38 paragraphs 4 and 4a of the Act.
- 6.15. In the event of an appeal against the content of the ToR, the Contracting Party may extend the deadline for submitting Tender Proposals.
- 6.16. The Contracting Party shall not be respond to queries made by telephone.
- 6.17. In the event of a discrepancy between the content of the ToR and the content of the answers made, the letters containing the posterior statements of the Contracting Party shall prevail.

7. Information about the form of submitted documents

- 7.1. All statements and documents submitted by the Contractor in the Proceedings, **including the Tender Proposal**, have to be signed on behalf of the Contractor by the person or persons authorised to represent the Contractor (in accordance with a document from the relevant register confirming the person's right to represent the Contractor or in accordance with a power of attorney together with an excerpt from the registry competent for the Contractor).

- 7.2.** If any actions are undertaken by a plenipotentiary of the Contractor, upon the first action undertaken, the plenipotentiary should provide the Contracting Party with a power of attorney defining its scope and signed by the persons authorised to represent the Contractor. The power of attorney should be submitted in the form of the original document or a notary certified copy. The copy of the power of attorney cannot be certified to be a true copy of the original document by the plenipotentiary to whom it was granted.
- 7.3.** Contractors jointly applying for the Procurement appoint a representative authorised to represent them in the Proceedings for awarding the Procurement or to represent them in the Proceedings and to conclude the Agreement (Consortium Leader).
- 7.4.** The above-mentioned statements and documents should be signed legibly, i.e. in a way that makes it possible to determine the name and surname of the person signing.

8. Deadline for execution of the Procurement

- 8.1.** The Contracting Party requires that the Contractor provides the object of the Procurement within 3 weeks from the date of concluding the Agreement.

9. Partial and variant Tender Proposals

- 9.1.** The Contracting Party accepts submitting partial Tender Proposals. Tender Proposals should be submitted for one or more parts. Number of parts: 8.
- 9.2.** The Contracting Party does not accept variant Tender Proposals, i.e. Tender Proposals offering a different way of implementing the object of the Procurement than the one specified in the ToR.

10. Description of the object of the Procurement

- 10.1.** The object of the Agreement is purchase of shows for the Planetarium of the Copernicus Science Centre and providing a non-exclusive license limited to the Polish territory for the time specified in the table below, broken down into the following parts:

Number of the part of the Procurement	Title of the show	Producer of the show	Length of the show (in minutes) – cannot be less than:	Length of the licence period (in years) – not less than
I	Chirpie's amazing World adventure	Exploration Place	13 minutes	50
II	Chirpie's magical sky	Exploration Place	13 minutes	50

III	Timespace	Adler Planetarium	26 minutes	5
IV	Extreme Planets	Clark Planetarium	30 minutes	50
V	Secrets of Cardboard Rocket	Clark Planetarium	38 minutes	50
VI	Dark Star Adventure	Spitz Creative Media	26 minutes	25
VII	Microcosm	E&S Digital Theater Productions	15 minutes	10
VIII.	Secrets of the Sun	E&S Digital Theater Productions	20 minutes	10

CPV: 92110000-5 Production of films and video and related services

10.2. The description of the object of the Procurement is also specified in the Model Agreement – Appendix 3 to the ToR.

10.3. Supplementary procurement.

The Contracting Party does not envisage supplementary procurements.

11. Conditions for participation in the Proceedings and description of the way of assessing their fulfilment

11.1. In order to participate in the Proceedings, the Contractor has to:

- a)** fulfil the requirements for participation in the proceedings specified in Article 22(1) of the Act:
- 1) hold authorisations to perform the activity or actions in question, if the provisions of the law require them;
 - 2) have the knowledge and experience;
 - 3) have the technical capacity and personnel able to execute the Procurement;
 - 4) fulfil the requirements concerning the economic and financial situation.

Due to the nature of the object of the Procurement, the Contracting Party does not describe the way of assessing compliance with the conditions for participation in the proceedings referred to in Article 22(1) of the Act.

Note: In case of submission of a Tender Proposal of Contractors jointly applying for being awarded the Procurement, the statement of compliance with each of the conditions referred to in Article 22(1) is submitted at least by one of the Contractors or jointly by all the Contractors.

b) satisfy the condition for participation in the proceedings related to the lack of grounds for exclusion from the public procurement proceedings due to circumstances referred to in Article 24(1) of the Act.

Note: The condition specified in subsection b) should be fulfilled by each of the Contractors independently.

12. List of statements and documents to be submitted by the Contractors to ensure compliance with the conditions for participation in the Proceedings

12.1. The Contractors are required to accompany the Tender Proposal with the following statements and documents:

12.1.1. In order to demonstrate compliance by the Contractor with the conditions laid down in Article 22(1) of the Act, the Tender Proposal should be accompanied by the statement of the Contractor confirming that the Contractor meets the conditions for participation in the Proceedings (Appendix 1a to the Terms of Reference).

In the case of submission of a Tender Proposal of Contractors jointly applying for being awarded the Procurement, the statement of compliance with each of the conditions referred to in Article 22(1) is submitted by at least one of the Contractors or jointly by all the Contractors.

12.2.1. In order to demonstrate lack of grounds for exclusion from the public procurement proceedings due to the circumstances referred to in Article 24(1) of the Act, the Tender Proposal must be accompanied by:

a) declaration on lack of grounds to exclude the Contractor from the public procurement procedure (Appendix 1b to the TOR);

b) a current extract from the appropriate register if separate regulations require the entry into the register, in order to prove that there are no grounds to exclude the Contractor on the basis of Article 24(1) section 2 of the Act; the document should be issued not more than 6 months before the deadline for submission of Tender Proposals; **and with regard to natural persons, the declarations referred to in Article 24(1) section 2 of the Act on the Public Procurement Law (Appendix 1c to the TOR).**

In case of submission of a Tender Proposal by Contractors jointly applying for being awarded the public procurement, the documents confirming that the Contractor is not excluded from the Proceedings shall be submitted by each of the Contractors separately.

12.2.2. The valid extract from the relevant registry referred to in subsection 12.2.1.b. may be provided in the form of the original or a copy of the original certified by the person(s) authorised to represent the Contractor. The statements referred to in subsections 12.2.1.a and b - **with regard to natural persons, the declaration referred to in Article 24(1) section 2 of the Act on the Public Procurement Law** and in section 12.1.1. should be presented in the form of the original.

12.2.3. If the Contractor is established or domiciled outside the Polish territory, instead of the documents referred to in subsection 12.2.1.b, the Contractor submits the document or documents issued in the country in which the Contractor is established or domiciled, confirming that no liquidation proceedings has been initiated against it and that it has not been declared bankrupt.

12.2.4. The documents referred to in subsection 12.2.1.b should be issued not earlier than 6 months before the deadline for submission of Tender Proposals.

12.2.5. If the country of origin of the person or the country in which the Contractor has its registered office or residence does not issue the documents referred to in section 12.2.3, they are replaced by a document containing a declaration made before a notary or a competent judicial, administrative or professional/business self-government authority, respectively in the country of origin of the person or in the country in which the Contractor has its office or residence. The provision contained in section 12.2.4 shall apply accordingly.

13. Information concerning submission of Tender Proposals and the way of calculating the price

13.1. The Tender Proposal consists of:

- 13.1.1. completed **Tender Proposal Form**, whose model is **Appendix 2 to the Terms of Reference**;
 - 13.1.2. the statements and documents confirming fulfilment of the conditions for participation in the Procedure defined in section 11 of the ToR;
 - 13.1.3. the power of attorney to sign the Tender Proposal if the authorisation to sign the Tender Proposal does not ensue from the other documents submitted with the Tender Proposal. It is assumed that the power of attorney to sign the Tender Proposal includes a power of attorney to certify all copies of the documents submitted along with the Tender Proposal as true copies of the original documents. The power of attorney should be submitted in the form of the original document or a notary certified copy. The copy of the power of attorney cannot be certified to be a true copy of the original document by the plenipotentiary to whom it was granted.
- 13.2. In order to be deemed valid, Tender Proposals must be drawn up in Polish or English, in a written form.
- 13.3. Tender Proposals should be made by means of a permanent, legible technique, e.g. using a computer printer, in accordance with the Tender Proposal Form. Any amendments to the text of the Tender Proposal should be marked in a legible manner, and initialled by the person or persons authorised to act on behalf of the Contractor.
- 13.4. It is recommended that all parts of the Tender Proposal are permanently stapled, numbered and initialled by the person or persons authorised to act on behalf of the Contractor.
- 13.5. The Tender Proposal should be placed in a sealed or otherwise indelibly secured envelope marked:

Tender Proposal for:

“purchase of 8 shows for the Planetarium of the Copernicus Science Centre, including granting licenses for them, broken down into 8 parts”

Do not open before 17 October 2011, at 12.15 p.m.

Proceedings number: PO/ZP/18/2011/CNK

The envelope should also contain the name and address of the Contractor and it should bear the Contractor's seal.

- 13.6.** In the case of incorrect address or incorrectly closed envelope, the Contracting Party shall not be liable for wrong directing of the consignment and its early opening. The Contracting Party shall immediately return a Tender Proposal that was submitted after the deadline.
- 13.7.** In the price of the Tender Proposal, the Contractor should include all costs to be incurred by the Contracting Party in relation with the implementation of the Procurement, in accordance with the description of the object of the Procurement as specified in the ToR and in accordance with the provisions of the Model Agreement, attached as Appendix 3 to the ToR.
- 13.8.** All prices in the Tender Proposal should be specified in the Polish zloty. Any settlement between the Contractor and the Contracting Party shall be done in the Polish zlotys.
- 13.9.** The indicated price should include the full range of services covered by the object of the Procurement. The price is a lump-sum amount and includes all the costs associated with the implementation of the object of the Procurement.
- 13.10.** If in the course of the procurement procedure a Tender Proposal is submitted whose selection would lead to the emergence of a tax obligation on the part of the Contracting Party, in accordance with the provisions of law concerning VAT with respect to intra-community trade, the Contracting Party, in order to assess such a Tender Proposal, shall add the VAT which it would have to pay according to the applicable provisions of law to the price indicated in the Tender Proposal.
- 13.11.** In accordance with Article 194 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax – when the taxable supply of goods or services is effected by a taxpayer not established in a Member State where the VAT is due, the person responsible for payment of the VAT is the Contracting Party.
- 13.12.** The Contracting Party reserves the right to request an original or a notary certified copy of a document, if the copy of the document submitted by the Contractor is illegible or raises doubts about its veracity.

14. Period of Tender Proposal validity

- 14.1.** The period of Tender Proposal validity is counted from the deadline for submission of Tender Proposals and is equal to 30 days.
- 14.2.** The Contractor, alone or at the request of the Contracting Party, may prolong the period of Tender Proposal validity, but the Contracting Party may request the Contractors – once and at least 3 days before the end of the period – to give their consent to prolongation of the period by a specific period not longer than 60 days.

- 14.3.** In the event of an appeal after the deadline for submission of Tender Proposals, the period of the Tender Proposal validity shall be suspended until a ruling by the National Appeal Chamber is issued.

15. Requirements concerning the tender bond

The Contracting Party does not require payment of a tender bond.

16. Place and date of submission and opening of Tenders Proposals

- 16.1.** The deadline for submission of Tender Proposals elapses on 17 October 2011 **at 12.00 noon**. The Contracting Party shall immediately return a Tender Proposal that was submitted after the deadline.

- 16.2.** Tender Proposals should be submitted to:

**Copernicus Science Centre
Secretariat
ul. Wybrzeże Kościuszkowskie 20
00-390 Warszawa, Poland**

Opening of Tenders Proposals will take place at :

**Copernicus Science Centre
Conference Room
ul. Wybrzeże Kościuszkowskie 20
00-390 Warszawa, Poland**

- 16.3.** Before the deadline for submission of Tender Proposals, the Contractor may make changes in the Tender Proposal already submitted or to withdraw it.

a) Changing the Tender Proposal takes place according to the same rules that apply when submitting Tender Proposals, but the content of the Tender Proposal should be additionally marked as: "ZMIANA OFERTY" (change). In this case, the initial Tender Proposal shall not be opened.

b) Withdrawal of the Tender Proposal is possible provided that the Contractor provides a written declaration of intent in this regard, signed in accordance with the rules for representation of the Contractor, before the deadline for submission of Tender Proposals. The written declaration of intent should be accompanied by: a current excerpt from the register, if separate regulations require an entry into the register. If the Contractor is represented by a plenipotentiary, the declaration must also include the power of attorney

defining its scope and signed by the persons authorised to represent the Contractor, submitted in accordance with the requirements specified in the ToR. The envelope should be additionally marked as: “WYCOFANIE OFERTY” (withdrawal).

- 16.4.** Tender Proposals shall be opened in the office of the Contracting Party on the date on which the deadline for their submission elapses, at **12.15 noon**.

17. Evaluation of Tender Proposals

- 17.1.** The Tender Committee shall assess only the Tender Proposals that are not subject to rejection and have been submitted by Contractors that are not subject to exclusion.
- 17.2.** When choosing the best Tender Proposal in **each part of the Procurement**, the Contracting Party shall take into account the “**Gross price of the Tender Proposal**” **criterion**.
- 17.3.** In the “**Gross price of the Tender Proposal**” **criterion – 100%**, the Contractors shall be awarded points on a scale from 0 to 100. The highest number of points (100 points) shall be awarded to the Tender Proposal with the lowest price, and each subsequent Tender Proposal – according to the following formula:

$$\text{Gross price of the Tender Proposal} = \frac{\text{The total price of the cheapest Tender Proposal}}{\text{The total price of the evaluated Tender Proposal}} \times 100 \text{ points}$$

The score as regards the criteria specified above shall be made according to the formula: 1 point = 1%.

- 17.4.** The best Tender Proposal is the Tender Proposal with the highest number of points from among all the Tender Proposals, subject to paragraph 17.1.
- 17.5.** All calculations will be carried to two decimal places, rounded as follows: the amount is rounded to the full grosz – amounts ended in less than 0,5 groszys are disregarded, and amounts ended in 0,5 or more are rounded up to 1 grosz.
- 17.6.** Each part of the Tender Proposal will be evaluated separately.

18. Model Agreement

- 18.1.** Model Agreement constitutes **Appendix 3 to the ToR**.

- 18.2.** The Contractor who presents the best offer is required to sign the Agreement in accordance with the Model Agreement, attached as Appendix 3 to the ToR.
- 18.3** The Contractor may report any questions regarding the provisions contained in the Model Agreement as specified in sections 6.7. and 6.8.
- 18.4. In accordance with Article 144 of the Act, the Contracting Party provides for the possibility of making significant changes to the provisions of the Agreement with respect to the content of the Tender Proposal on the basis of which the Contractor was selected, in the following cases:**
- a) adjustment of the Agreement to changed provisions of law;
 - b) change of time limits of the delivery for a later date – with the provision that the change may occur only for reasons that were not known at the time of concluding the Agreement.
- 18.5** Any changes to this Agreement shall be made in writing (in the form of an annex) under pain of nullity and under conditions of admissibility of amending the Agreement set out in the Act.

19. Information on the formalities that should be fulfilled after the selection of the Tender Proposal with a view to conclude the Agreement

- 19.1.** At the signing of the Agreement, the persons representing the Selected Contractor should submit documents confirming their authorisation to sign the Agreement, unless the authorisation ensues from the documents previously submitted in the course of the Proceedings.
- 19.2.** The Contracting Party shall conclude the Agreement with the Selected Contractor at the time and place specified in the invitation to sign the Agreement, taking into account the provisions of Article 94 paragraphs 1 and 2 of the Act.
- 19.3.** If the Contractor whose Tender Proposal has been selected refrains from conclusion of the Agreement, the Contracting Party may choose the best Tender Proposal from among the remaining ones, without carrying out their re-examination and evaluation, unless there are circumstances resulting in cancellation of the Proceedings referred to in Article 93(1) of the Act.

20. Good performance security

The Contracting Party does not require payment of a good performance security.

21. Instruction on the legal remedies available to the Contractor

The entities whose interest in obtaining Procurement has been prejudiced as a result of a breach by the Contracting Party of the provisions of the Act, which caused detriment to

them, are entitled to the legal protection measures provided for in Chapter 6: “Legal Protection Remedies” of the Act.’

APPENDIX 1A TO THE TERMS OF REFERENCE

(the Contractor's address stamp)

STATEMENT 1 a)

I/we*, the undersigned, acting for and on behalf of:

full name (company) and exact address of the Contractor

submitting a Tender Proposal in the public procurement proceedings conducted by open tender for:

“purchase of 8 shows for the Planetarium of the Copernicus Science Centre, including granting licenses for them, broken down into 8 parts”

Proceedings number: PO/ZP/18/2011/CNK

I/we** declare that I/we** fulfil the conditions to apply for the public procurement on the basis of Article 22(1) of the Act of 29 January 2004 on the Public Procurement Law (consolidated text: Journal of Laws of 2010, No. 113, Item 759, as amended), regarding:

- 1) holding authorisations to performing the activity or actions in question, if the provisions of the law require them;
- 2) having the knowledge and experience;
- 3) having the technical capacity and personnel able to execute the Procurement;
- 4) economic and financial situation.

Place and date

(signature or signatures of the person or persons authorised to represent the Contractor on the basis of the relevant register or power of attorney)

* delete as appropriate

APPENDIX 1B TO THE TERMS OF REFERENCE

(the Contractor's address stamp)

STATEMENT 1 b)

I/we*, the undersigned, acting for and on behalf of:

full name (company) and exact address of the Contractor

submitting a Tender Proposal in the public procurement proceedings conducted by open tender for:

“purchase of 8 shows for the Planetarium of the Copernicus Science Centre, including granting licenses for them, broken down into 8 parts”

Proceedings number: PO/ZP/18/2011/CNK

I/we* declare that I/we* are not subject to exclusion from the proceeding under Article 24(1) of the Act of 29 January 2004 on the Public Procurement Law (consolidated text: Journal of Laws of 2010, No. 113, Item 759, as amended).

Place and date

(signature or signatures of the person or persons authorised to represent the Contractor on the basis of the relevant register or power of attorney)

* delete as appropriate

APPENDIX 1C TO THE TERMS OF REFERENCE

(the Contractor's address stamp)

**STATEMENT OF NATURAL PERSONS ON THE LACK OF
GROUNDS FOR EXCLUSION FROM THE TENDER PROPOSAL
PROCEDURE**

I/we*, the undersigned, acting for and on behalf of:

full name (company) and exact address of the Contractor

submitting a Tender Proposal in the public procurement proceedings conducted by open tender for:

“purchase of 8 shows for the Planetarium of the Copernicus Science Centre, including granting licenses for them, broken down into 8 parts”

Proceedings number: PO/ZP/18/2011/CNK

I/we* declare that I/we* are not subject to exclusion from the proceeding under Article 24(1) section 2 of the Act of 29 January 2004 on the Public Procurement Law (consolidated text: Journal of Laws of 2010, No. 113, Item 759, as amended).

Place and date

(signature or signatures of the person or persons authorised to represent the Contractor on the basis of the relevant register or power of attorney)

* delete as appropriate

APPENDIX 2 TO THE TERMS OF REFERENCE

TENDER PROPOSAL FORM

....., on 2011

.....
.....
.....

(name and address of the Contractor)

I/we**, the undersigned, as authorised to act for and on behalf of the Contractor indicated above, in response to the notice on the public procurement procedure conducted by open tender, for **“purchase of 8 shows for the Planetarium of the Copernicus Science Centre, including granting licenses for them, broken down into 8 parts”** proceedings number: PO/ZP/18/2011/CNK, submit the Tender Proposal.

1. I offer to perform Part 1 of the Procurement for the net price equal to:

PLN

say: zlotys net

plus VAT*%

Gross price*: PLN

say: zlotys gross

including the **net** price for granting a licence: PLN

say: zlotys net

plus VAT* ... %

Gross price*: PLN

say: zlotys gross

2. I offer to perform Part 2 of the Procurement for the net price equal to:

PLN

say: zlotys net

plus VAT*%

Gross price*: PLN

say: zlotys gross

including the **net** price for granting a licence: PLN

say: zlotys net

plus VAT* ... %

Gross price*: PLN

say: zlotys gross

3. I offer to perform Part 3 of the Procurement for the net price equal to:

PLN

say: zlotys net

plus VAT*%

Gross price*: PLN

say: zlotys gross

including the **net** price for granting a licence: PLN

say: zlotys net

plus VAT* ... %

Gross price*: PLN

say: zlotys gross

4. I offer to perform Part 4 of the Procurement for the net price equal to:

PLN

say: zlotys net

plus VAT*%

Gross price*: PLN

say: zlotys gross

including the **net** price for granting a licence: PLN

say: zlotys net

plus VAT* ... %

Gross price*: PLN

say: zlotys gross

5. I offer to perform Part 5 of the Procurement for the net price equal to:

PLN

say: zlotys net

plus VAT*%

Gross price*: PLN

say: zlotys gross

including the **net** price for granting a licence: PLN

say: zlotys net

plus VAT* ... %

Gross price*: PLN

say: zlotys gross

6. I offer to perform Part 6 of the Procurement for the net price equal to:

PLN

say: zlotys net

plus VAT*%

Gross price*: PLN

say: zlotys gross

including the **net** price for granting a licence: PLN

say: zlotys net

plus VAT* ... %

Gross price*: PLN

say: zlotys gross

7. I offer to perform Part 7 of the Procurement for the net price equal to:

PLN

say: zlotys net

plus VAT*%

Gross price*: PLN

say: zlotys gross

including the **net** price for granting a licence: PLN

say: zlotys net

plus VAT* ... %

Gross price*: PLN

say: zlotys gross

8. I offer to perform Part 7 of the Procurement for the net price equal to:

PLN

say: zlotys net

plus VAT*%

Gross price*: PLN

say: zlotys gross

including the **net** price for granting a licence: PLN

say: zlotys net

plus VAT* ... %

Gross price*: PLN

say: zlotys gross

I/we** declare that:

1. the price of the Tender Proposal includes all the costs associated with the implementation of the Procurement;
2. I/we** undertake to perform the object of the Procurement in accordance with the description of the Procurement specified in the ToR and under the conditions specified in the Model Agreement;
3. I/we** have read the Terms of Reference (including the Model Agreement) and do not raise any objections to it and accept the conditions contained therein;
4. the object of the Procurement shall be provided by the Contractor/Contractors** within 3 weeks from the date of concluding the Agreement;
5. I/we** shall provide a non-exclusive license limited to Polish territory for the time specified in the table below, broken down into the following parts:

Number of the part of the Procurement	Title of the show	Producer of the show	Length of the show (in minutes) – cannot be less than	The length of the licence period offered by the Contractor (in years)
I	Chirpie's amazing World adventure	Exploration Place	13 minutes	_____

				(not less than 50)
II	Chirpie's magical sky	Exploration Place	13 minutes	(not less than 50)
III	Timespace	Adler Planetarium	26 minutes	(not less than 5)
IV	Extreme Planets	Clark Planetarium	30 minutes	(not less than 50)
V	Secrets of Cardboard Rocket	Clark Planetarium	38 minutes	(not less than 50)
VI	Dark Star Adventure	Spitz Creative Media	26 minutes	(not less than 25)
VII	Microcosm	E&S Digital Theater Productions	15 minutes	(not less than 10)
VIII	Secrets of the Sun	E&S Digital Theater Productions	20 minutes	(not less than 10)

6. I/we** declare that I am/we** are bound by the Tender Proposal for 30 days from the deadline for submission of Tender Proposals.

7. If our Tender Proposal is selected as the best, I/we** undertake to conclude the Agreement in the place and time designated by the Contracting Party.

8. The Tender Proposal consists of pages.

9. I/we** hereby inform that I/we** do not intend/intend** to subcontract any/the following*** parts of the Procurement:

a)

b)

10. I/we** hereby inform that the information forming the Tender Proposals, contained on pages constitute a trade secret within the meaning of the Act on Combating Unfair Competition, and as such cannot be made generally available.****

11. All correspondence concerning the Proceedings should be directed to the following address:

.....

E-mail Address:

Telephone number:

Fax number:

12. The following constitute an integral part of the Tender Proposal:

- a) statements and documents confirming fulfilment of the conditions for participation in the proceedings;
- b) power of attorney to sign the Tender Proposal^{*****};

.....
(signature or signatures of the person or persons authorised to represent the Contractor on the basis of the relevant register or power of attorney)

* Note: If a Contractor is established outside the Republic of Poland and does not have any branches or permanent establishment in Poland, the Contractor provides only the net price without VAT.

At the same time, in the case of the above Contractor, the remuneration indicated by the Contractor shall be reduced by the lump-sum tax on the purchase of a license equal to 20%, and in the case of presentation of a certificate of residence issued by the relevant tax authorities, in the amount specified in the relevant agreement on avoidance of double taxation.

** Delete as appropriate.

*** If the Contractor does not intend to subcontract any part of the Procurement, the Contractor does not fill in subsection 9 points a) and b).

**** If the information forming the Tender Proposal does not constitute a trade secret within the meaning of the Act on Combating Unfair Competition, the Contractor does not fill in section 10.

***** To be submitted in situations specified in the ToR.

MODEL AGREEMENT

License agreement No. CNK.../11/PW/U/...

concluded in Warszawa, on.....2011,

hereinafter referred to as the “**Agreement**”

... part of the Procurement

by and between:

Copernicus Science Centre (Polish: *Centrum Nauki Kopernik*), with its registered office in Warszawa, at ul. Wybrzeże Kościuszkowskie 20 (00-390), entered into the Register of Cultural Institutions maintained by the President of the capital city of Warszawa under number 02/06, Statistical Identification Number REGON: 140603313, Tax Identification Number NIP: PL701-002-51-69, represented by:

–

hereinafter referred to as **CSC or the Contracting Party**,

and

..... with its registered office in.....

represented by:

..... -

hereinafter referred to as or **the Contractor**,

individually also referred as the “Party” or jointly as the “**Parties**”.

As a result of the public procurement proceedings carried out by open tender, broken down into 8 parts, **Procedure No. PO/ZP/18/2011/CNK**, in accordance with the provisions of the Act of 29 January 2004 on the Public Procurement Law (consolidated text: Journal of Laws of 2010, No. 113, Item 759, as amended), the following Agreement was concluded:

Article 1

The object of the Agreement is purchase of shows for the Planetarium of the Copernicus Science Centre and providing a non-exclusive license limited to the Polish territory (hereinafter referred to as the “**License**”) for the time specified in the Tender Proposal of the Contractor, which constitutes Appendix 1 to the Agreement, for the use of the following productions:

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)

hereinafter referred to individually as the “**Production**” and collectively as the “**Productions**” in the fields of use indicated in Article 3, and for transfer of ownership to the media on which the Productions are kept.

Article 2

- 1. The Contractor declares that it enjoys copyrights to each of the Productions and that it has the right to grant licences (sublicences) within the scope specified in this Agreement.
- 2. The Contractor represents and warrants that the conclusion of the Agreement by the Contracting Party, its performance and use of the Productions by the Contracting Party in accordance with the Agreement does not infringe the intellectual property rights of third parties, including copyrights.
- 3. If the Contracting Party informs the Contractor of any third party claims made against the Contracting Party in connection with any of the Productions, in particular, alleging infringement of intellectual property rights, the Contractor shall undertake all measures to avert the dispute and shall bear all the costs related with the claims from the time the third party makes them against the Contracting Party, including attorneys' fees and damages. In particular, if any action is brought against the Contracting Party for breach of intellectual property rights, the Contractor shall join the proceedings as a defendant or, in the absence of such a possibility, the Contractor shall make a secondary intervention on the part of the Contracting Party.
- 4. If as a result of a court ruling, the Contracting Party is not able to use the Production, the Contractor shall, at its own expense and at their own choice, obtain for the Contracting

Party the rights to continue to use the Production or shall replace it for another production of comparable quality, scientific value and thematic scope that will not violate the rights referred to. In the case where this proves impossible, the Contractor shall be required to return all the fees received from the Contracting Party for providing the license for the Production.

Article 3

1. The license for the Productions includes the right to time-limited use by the Contracting Party of each of the Productions in its entirety in the following fields of use:
 - 1) public display and reproduction, especially with all the systems used to display images on the dome of the Planetarium of the Copernicus Science Centre at ul. Wybrzeże Kościuszkowskie 20 in Warszawa and on the two-dimensional displays in the Copernicus Science Centre, located at the same address,
 - 2) public display and reproduction of the Productions, in whole or in part, in Polish and English language versions, only in the Planetarium;
 - 3) broadcasting excerpts of the Production in the television, solely for the purposes of advertising and promotion of the CSC,
 - 4) sharing via the Internet fragments of the Production, solely for the purposes of advertising and promotion of the CSC,
 - 5) making a backup copy of the Production;
 - 6) introduction of the Production to computer memory;
 - 7) preservation by any technique, including digital recording technology, and distribution of the Production on the territory of the Republic of Poland, only for the purposes of promotion and advertising of the CSC referred to in section 3) above;
 - 8) modifications of the sound layer of the Production by making versions consisting in translation of the verbal layer of the Production, and integration of the translations with the Production, in particular through making the changes necessary to synchronise the audio recordings of the verbal layer translation with the musical and graphical layers of the Production, as well as adding Polish subtitles to the Production. The Contracting Party shall be entitled to use those versions, in particular in the fields of use listed in this article,
 - 9) using elements of the graphics layer of the Production, and in particular of the individual frames, or fragments thereof, for the purposes of advertising and promotion of the Production or of the Contracting Party, including to make advertising and promotional materials, exhibitions and demonstrations organised by the Contracting Party; the Contracting Party shall have the right to make modifications of elements of the

Production as referred to in this sentence, whose creation was necessary or desirable because of the nature of advertising and promotional materials referred to above.

2. The license does not entitle the Contracting Party to:
 - a) transfer of rights to the Production in whole or in part to other entities;
 - b) sublicense the Production (subject to paragraph 1 section 3 above), unless the Contracting Party is explicitly authorised to do so in writing by the Contractor.

Article 4

1. Under the provisions of the Agreement and the remuneration provided for therein, the Contracting Party agrees to provide all the Productions on a separate electronic medium (hard drive) within 3 weeks of concluding the Agreement, i.e. until **2011**.
2. Moreover, under the Agreement, the Contractor agrees to deliver within 3 weeks of concluding the Agreement, i.e. until 2011:
 - 1) video materials of the Productions in the form of a directory containing Dome Masters images with a resolution of at least 4000 x 4000 pixels in the .png or .tga format, 30 frames per second,
 - 2) sound tracks to the Productions in the English language, i.e. Music&Effects (in format 5.1 or higher), enabling recording by the CSC of the Polish language version of the Productions, as well as sound files containing only the reader's track in the English language,
 - 3) a transcript to the Productions in the .doc format on a CD,
 - 4) the Productions in full length, but at a reduced resolution on a CD or DVD, so that they can be watched on a standard PC screen.
3. The CSC has the right to translate the received transcript and to record it with a Polish reader, and to use the finished recording with the Polish and English soundtrack in the manner indicated in Article 3 of the Agreement.
4. The Contractor undertakes to deliver the Productions in a format that makes it possible to display them in the fulldome format, adjusted to the display capacities of the equipment of the CSC Planetarium, i.e. to the DigitalSky2 system with a resolution of 4k.

Article 5

1. Delivery of the Productions and their compliance with the provisions of the Agreement are subject to acceptance procedure carried out by the CSC. Acceptance of the receipt is confirmed by the CSC by drawing up a written Acceptance Protocol, whose model constitutes Appendix 2.

2. The signed Acceptance Protocol, without comments or objections from the CSC, is the precondition for payment of the remuneration for providing the license to the Production.
3. If the CSC finds that a Production, and in particular its format or media on which it has been recorded, is inconsistent with the Agreement, the CSC is entitled to indicate in writing or electronically the discrepancies noted in relation to the Production before its acceptance. In this case, the CSC shall specify for the Contractor the deadline to provide the Production in accordance with the terms of the Agreement.
4. The CSC agrees to accept the Production or indicate any discrepancies within 7 days after delivery of the Production to the premises of the CSC.

Article 6

1. If the Contracting Party raises any objections, the Contractor is obliged to remove them and re-submit the Production within 14 (fourteen) days of receipt of the comments from the Contracting Party. In this case, the acceptance procedure defined above shall be carried out again.
2. The acceptance is considered made when the Contracting Party signs an Acceptance Protocol not containing any objections.
3. The license for the use of the Production/Productions is granted from 1 December 2011, after the Contracting Party signed an Acceptance Protocol not containing any remarks or objections.
4. For the period between the delivery of the Productions referred to in Article 1 of the Agreement to the Contracting Party and granting the licence referred to in paragraph 3, the Contractor shall provide the Contracting Party with a free licence to use these Productions in a way enabling the Contracting Party to adjust the shows so that they can be displayed in the Polish and English language versions on the dome of the Planetarium of the CSC.

Article 7

1. The Contractor hereby represents and warrants to the Contracting Party that the Productions will be:
 - a) consistent with the Agreement;
 - b) as regards the media – free of physical defects revealed when using;
 - c) free from legal defects and claims of third parties;
 - d) free from mechanisms blocking their functioning;
 - e) not shorter than ... minutes, according to the time specified in the Tender Proposal of the Contractor, which constitutes Appendix 1 to the Agreement.

2. Execution by the Contractor of all the obligations under the Agreement shall be made with utmost care, taking into account the professional nature of the activities conducted by the Contractor.

Article 8

In order to avoid differences in interpretation, the Parties hereby agree that nothing in the Agreement, and in particular the provisions of Article 6(2), excludes:

- a) the Contracting Party's possibility to pursue compensation on the general principles as specified in the Act on the Civil Code or to execute the Contracting Party's right ensuing from other acts, nor
- b) holding the Contractor liable under other provisions specified in the Agreement.

Article 9

1. The remuneration for the purchase of shows for the Planetarium and for providing the license for the use of the Production referred to in Article 1:
 - a) section 1 – is PLN (say: zlotys) net plus due VAT at the rate of%, i.e. PLN gross (say: zlotys), including for granting the licence – PLN (say: zlotys) net plus due VAT at the rate of %, i.e. PLN (say: zlotys) gross;
 - b) section 2 – is PLN (say: zlotys) net plus due VAT at the rate of%, i.e. PLN gross (say: zlotys), including for granting the licence – PLN (say: zlotys) net plus due VAT at the rate of %, i.e. PLN (say: zlotys) gross;
 - c) section 3 – is PLN (say: zlotys) net plus due VAT at the rate of%, i.e. PLN gross (say: zlotys), including for granting the licence – PLN (say: zlotys) net plus due VAT at the rate of %, i.e. PLN (say: zlotys) gross;
 - d) section 4 – is PLN (say: zlotys) net plus due VAT at the rate of%, i.e. PLN gross (say: zlotys), including for granting the licence – PLN

- (say: zlotys) net plus due VAT at the rate of %, i.e. PLN (say: zlotys) gross;
- e) section 5 – is PLN (say: zlotys) net plus due VAT at the rate of%, i.e. PLN gross (say: zlotys), including for granting the licence – PLN (say: zlotys) net plus due VAT at the rate of %, i.e. PLN (say: zlotys) gross;
- f) section 6 – is PLN (say: zlotys) net plus due VAT at the rate of%, i.e. PLN gross (say: zlotys), including for granting the licence – PLN (say: zlotys) net plus due VAT at the rate of %, i.e. PLN (say: zlotys) gross;
- g) section 7 – is PLN (say: zlotys) net plus due VAT at the rate of%, i.e. PLN gross (say: zlotys). including for granting the licence – PLN (say: zlotys) net plus due VAT at the rate of %, i.e. PLN (say: zlotys) gross;
- h) section 7 – is PLN (say: zlotys) net plus due VAT at the rate of%, i.e. PLN gross (say: zlotys). including for granting the licence – PLN (say: zlotys) net plus due VAT at the rate of %, i.e. PLN (say: zlotys) gross.
2. The total value of the Agreement is the equivalent of PLN (say: zlotys) net plus due VAT, i.e. PLN gross (say: zlotys).
3. The remuneration for licensing the Productions referred to in paragraph 1 is a one-off payment to be made within 14 days of receipt by the CSC from the Contractor of a correctly issued invoice.
4. The remuneration shall be paid by transfer to the bank account of the Contractor on the basis of the invoice issued by the Contractor.

5. One of the conditions for accepting the invoice referred to in paragraph 3 and making the payment is signing the Acceptance Protocol by the Parties, including by the Contracting Party, without any objections or comments.
6. The day of debiting the account of the Contractor is deemed the day of making the payment.
7. The Contractor may not assign the liabilities related to the due remuneration to another entity.
8. The VAT taxpayer in the situation referred to in Article 17(1) section 4 of the Act of 11 March 2004 on Tax on Goods and Services (Journal of Laws of 2004, No. 54, Item 535, as amended) is the Contracting Party.
9. The Contractor declares that, in connection with the payment under the Agreement, it will provide the Contracting Party with the original certificate of tax residence, no later than on the date of submitting the invoice. The Contractor declares that, in the case of failure to fulfil the above undertaking within the above-mentioned period, the Contracting Party has the right to deduct the appropriate amount of tax due on the remuneration from the remuneration specified in the Agreement together with interest on tax in arrears that the Contracting Party will have to pay deducting the tax in arrears. In the case of failure to provide the Contracting Party with the certificate of tax residence, the Contractor's remuneration shall be reduced by the lump-sum tax on the purchase of a licence in the amount of 20%. If the Contractor provides the Contracting Party with the certificate of tax residence issued by competent tax authorities, the Contractor's remuneration shall be reduced by tax at the rate determined in the relevant agreement on avoiding double taxation.
10. Additionally, the Contractor shall bear all customs duties related to the provision of the object of the Agreement.

Article 10

1. The Parties are obliged to repair the damage resulting from failure to perform or improper performance of the obligations under the Agreement.
2. However, none of the Parties to the Agreement shall be liable for failure or improper performance of its obligations under the Agreement due to force majeure.
3. Force majeure means an external and unforeseeable event independent of the Parties that was impossible to prevent and occurred after the conclusion of the Agreement.
4. If the force majeure causes failure or improper fulfilment of the obligations ensuing from the Agreement by one of the Parties:
 - a) that Party shall promptly notify the other Party in writing of the existence and termination of force majeure by submitting documentation in this regard;
 - b) that Party shall immediately begin dealing with the consequences of that event;
 - c) the Parties shall agree how to deal with this event.

5. The Contractor shall make every effort in order to properly perform the obligations under the Agreement despite the force majeure.
6. If the force majeure causes failure or improper fulfilment of obligations ensuing from the Agreement by one of the Parties for a period exceeding six (6) months, the Parties shall in good faith consider the advisability and terms of termination of the Agreement.

Article 11

1. If the Contracting Party again raises any comments and objections to the Production provided by the Contractor in the manner specified in Article 6(1), the Contracting Party shall have the right to withdraw from the Agreement in relation to this Production and to require payment of a contractual penalty amounting to 15% of the price specified in Article 9(1) sections a, b, c, d, e, f, g, h.
2. If the Contractor implements the object of the Agreement with delay, the Contracting Party is entitled to contractual penalties amounting to 0,5% of the total value of the Agreement referred to in Article 9(1) sections a, b, c, d, e, f, g, h for every calendar day exceeding the time limit.
3. The Contracting Party shall be entitled to deduct the contractual penalties from the Contractor's remuneration.
4. The contractual penalties cumulate, i.e. where two different bases for calculating penalties coincide, the Contracting Party shall have the right to charge all those penalties.

Article 12

1. In the event of a material change in circumstances such that the implementation of the Agreement is not in the public interest, which could not be foreseen at the time of its conclusion, the Contracting Party may withdraw from the Agreement within 30 days of becoming aware of these circumstances. In this case, the Contractor may claim only the remuneration due to it for the executed part of the Agreement.
2. The Contractor may terminate this Agreement solely in the case of a gross violation of its terms by the Contracting Party, provided that the Contractor summons the Contracting Party at least twice to cease the violations identified by the Contractor in detail and remove them within two months of service of the second summons. The summons referred to in the preceding sentence shall be delivered to the Contracting Party with an interval of at least one month.

Article 13

1. The Parties undertake, if possible, to resolve disputes through negotiation.
2. In the absence of agreement within 30 days of notification of the contested issues to the other Party in writing, any disputes arising from failure to perform or improper performance of this Agreement shall be referred to the court of proper jurisdiction for the Contracting Party.

Article 14

1. The Agreement shall enter into force upon signature.
2. The Agreement shall be governed by and construed in accordance with the Polish law.
3. In matters not regulated by the Agreement, the provisions of the Civil Code and of the Act on Copyright and Related Rights apply in particular.
4. Any changes to this Agreement shall be made in writing under pain of nullity.
5. The agreement was made in three identical copies, in two language versions: two (2) for Contracting Party and one (1) for the Contractor.
6. In case of doubt as to the interpretation of the Agreement, the Parties undertake to explain them first using the Polish language version of the Agreement, but in the case of failure to resolve doubts in accordance with Article 12(1), the Polish language version is binding for the further resolution of disputes.
7. All the Appendices form an integral part of the Agreement.
8. The following Appendices to the Agreement form an integral part thereof:
 - a. Tender Proposal Form – Appendix 1 to the Agreement,
 - b. Acceptance Protocol – Appendix 2 to the Agreement.

.....
(Contracting Party)

.....
(Contractor)

ACCEPTANCE PROTOCOL
(Model)

drawn up on in Warszawa

by and between:

..... with its registered office in at ul.,
represented by:

.....,

and

the Contractor

.....

.....

....., represented by:

.....

Concerning the acceptance of:

.....

.....

Representative of the **Contractor**:

.....

(name, position)

Representative of the **Contracting Party**:

.....

(name, position)

The object of the acceptance is execution of the Agreement, including:

.....

.....

.....

Comments:

.....

.....

.....

.....

Date of handing over:

Date of acceptance:

The Contractor shall hand over the following Productions to the Contracting Party on the media indicated below:

-

-

The Parties recognise that the Productions being the object of the acceptance were executed on time and in accordance with the adopted requirements. Accordingly, neither Party raises any objections as regards the object of the acceptance.

Copernicus Science Centre – Case No.: PO/ZP/18/2011/CNK

On behalf of the **Contractor**
Signature:

On behalf of the **Contracting Party**
Signature:

Name:
Date:

Name:
Date: