



POLSKA  
ORGANIZACJA  
TURYSTYCZNA

## Agreement Ref. No /DSM/EŚ/2019

concluded on ..... in Warsaw between:

**Polish Tourism Organisation** with headquarters in Warsaw, at 8 Chalubinskiego, 00-613 Warsaw, REGON (Business Registration Number) 016213775, represented by:

**Mrs Teresa Buczak** – acting Director of the Department of Marketing Instruments and the Strategy Department, and

**Mrs Mariola Górecka** – Chief Accounting Officer's stand-in, according to the authorisation of June 25 2019 regarding absence

hereinafter referred to as the "**Contracting authority**"  
and

..... company, with headquarters in ....., postcode .....,  
..... street, VAT identification number..... and REGON (Business  
Registration Number) ....., represented by:

.....  
hereinafter referred to as the "**Contractor**"

### § 1 Preface

Agreement is concluded on the basis of the article 39 of the Public Procurement Law of January 29 2004 (consolidated text: Journal of Laws from 2018, item 1986, as amended).

### § 2 Subject matter of the Agreement

1. The subject matter of the Agreement is to perform an advertising campaign on the markets of the United Kingdom, Norway, Sweden, Germany and Russia, focused on increasing the number of arrivals to Poland through directing an advertising message to the people seeking trips to European countries: the Czech Republic, Hungary, Slovakia, using booking platforms, search networks and the GDN (Google Display Network). In addition, the Contracting authority allows for using websites related to the tourism industry.
2. The subject matter of the Agreement consists of:
  - a. preparing reformatting of the advertising materials required for the performance, implementing the designs received from the Contracting authority. The Contractor is fully responsible for preparing the necessary formats of advertising materials, compliant with the instructions provided by the Contracting authority, in particular:
    - i. conforming to the language of the market the advertising campaign is performed on,
    - ii. technical requirements of the media where the advertising campaign shall be performed,
    - iii. requirements specified in the Contracting authority's brand book,

- iv. customising advertisements according to the interests of target groups,
  - b. developing the schedule related to preparing and performing the campaign (Appendix No 3 to this Agreement),
  - c. optimising the designs and the advertising materials in consultation with the Contracting authority, dependent on the efficiency of the performed campaign,
  - d. performance of the campaign in accordance with the Contractor's offer with due regard for article 4 of this paragraph.
3. The Contractor is obliged to perform the subject matter of the Agreement in accordance with the Description of the subject matter of the Agreement (Appendix No 1 to this Agreement), the Contractor's Offer form (Appendix No 2 to this Agreement), the Schedule (Appendix No 3 to this Agreement) and the Agreement itself.
  4. In the case of ambiguities between the Description of the subject matter of the Agreement (Appendix No 1 of this Agreement) and the Schedule (Appendix No 3 of this Agreement) the provisions of the Description of the subject matter of the Agreement are given priority.
  5. The Contractor is obliged to constantly monitor the performance of the campaign and continuously optimise it in order to achieve the best results and fulfil the KPIs established.
  6. The Contractor is obliged to report the progress, efficiency and results of the campaign on a current basis (biweekly), until submitting a report at the end of the campaign and the Final Report specified in § 4 of this Agreement.
  7. Performance of the advertising campaign shall continue for 6 weeks straight and shall not begin later than 7 calendar days after this Agreement is signed. Exact dates of performing the campaign are specified in the Schedule, constituting Appendix No 3 to this Agreement.

### **§ 3 Conditions for the performance of this Agreement**

1. The Contractor undertakes achieving performance indicators (KPIs) during the performance of the campaign, which by both Sides are recognised as:
  - a. Number of visits on the website.....,
  - b. Number of sold tickets.....
2. The Contractor and the Contracting authority, both to their own extent, shall apply due diligence in performing this Agreement, notifying each other about any occurring problems.
3. The Contractor undertakes providing services of the highest standard, in compliance with all of rules of the law and according to the best interest of the Contracting authority, closely cooperating with the other entity. The Contractor, whilst performing the Agreement, shall act with due diligence in accordance with the provisions of the Civil Code, and with regard to the professional status of undertaken activities as well as with regard to the best interest of the Contracting authority.
4. The Contractor shall act with all due care in order to efficiently and timely perform the subject matter of the Agreement.

5. Additionally, the Contractor assures that the number and professional qualifications of the people involved in the performance of the subject matter of the Agreement warrant the highest quality of its performance.
6. The Contractor undertakes to perform the campaign in compliance with the Schedule of activities and the budget in order to achieve the KPIs required by § 3 paragraph 1 of this Agreement.
7. The Contractor is obliged to perform this Agreement accordingly to the provisions of Polish law.
8. In the case of achieving the KPIs before exploiting the whole budget intended for the performance of the campaign, the Contractor shall keep on performing the activities until the budget is spent. On the day of achieving each of the KPIs specified in the above-mentioned paragraph 1, the Contractor shall immediately notify the Contracting authority about that fact.
9. The Contractor shall not forward the performance of the subject matter of the Agreement to any third entity without a consent written in advance by the Contracting authority. The Contractor shall not transfer any of the rights and obligations stemming from this Agreement. The Contractor shall not transfer the performance of any part of the Agreement to any third party. Should the Contractor intend to use the services of third parties while performing this Agreement, it is necessary to acquire a written consent from the Contracting authority, failing which shall be seen as a gross violation of the provisions of this Agreement.

#### **§ 4 Reports**

1. Regarding the performance of the Agreement, the Contractor shall prepare for the Contracting authority as follows:
  - a. reports on a current basis
  - b. report at the end of the campaign
  - c. Final Report.
2. Reports on a current basis the Contractor shall submit every two weeks, not longer than 3 working days after the end of a period the report covers. A report shall at least contain the values of the KPIs achieved and the current amount of the budget spent on the performance of the campaign.
3. The report at the end of the campaign the Contractor shall submit not longer than 7 calendar days after the end of the campaign, that is, not longer than .... 2019. That report shall contain values of the KPIs achieved and the amount of the budget spent on the performance of the campaign.
4. Final Report – together with the analyses specified in § 4 paragraph 5 and § 4 paragraph 6 of this Agreement – The Contractor shall submit not longer than 42 days after the end of performing the subject matter of the Agreement, that is, not longer than ... 2019. Final Report shall include a substantive summary of the activities performed, along with recommendations for further initiatives.
5. The Contractor shall contain, in the Final Report, data regarding the actual number of air tickets to Poland bought as a result of the performance of the subject matter of

this Agreement. The report shall also include a substantive summary along with recommendations resulting from the activities performed.

6. Final Report shall at least include:
  - a. average ROAS (a separate overview for every country – if possible),
  - b. number of tickets sold (if the source of the data does not belong to the owner of the site, the actual source shall be indicated) (a separate overview for every country – if possible),
  - c. average expenses (average ticket price, accommodation, if possible) (a separate overview for every country – if possible),
  - d. recipient profile: demographic (including the size of the area/city – name of each, which accounts for a total of at least 80% of traffic – distribution) and behavioural (interests),
  - e. total number of hotel rooms sold, average length of stay, (a separate overview for every country – if possible),
  - f. average gap between the date of booking and the date of departure, division into 10-day segments (a separate overview for every country – if possible),
  - g. users' traffic on the Internet and the types of tourist sites they visit (a separate overview for every country – if possible),
  - h. efficiency of advertising formats: key media parameters (a separate overview for every country – if possible),
  - i. efficiency of individual designs: key media parameters (a separate overview for every country – if possible),
  - j. the screen on which the ads were displayed (mobile vs. desktop) (a separate overview for every country – if possible),
7. The Contractor shall draw up and include in the Final Report additional analyses in compliance with the declarations in the Contractor's Offer form (Appendix No 2 to this Agreement):
  - a. the share of airlines for which the tickets have been sold, (a separate overview for every country – if possible),
  - b. the participation of airports from which the tourists leave, (a separate overview for every country – if possible),
  - c. average duration of the purchase process; division into 10-day segments, (a separate overview for every country – if possible),
  - d. the average time between the booking date and the flight date, division into 10-day segments, (a separate overview for every country – if possible),
  - e. average time from searching for a booking to finishing the travel; how long does it take for a user who may interact with our campaign to search, book and travel to Poland, (a separate overview for every country – if possible),
  - f. shall the campaign be carried out through Internet search engines: providing competition according to keywords, (a separate overview for every country – if possible),

## **§ 5 Representatives and material approval**

1. Parties, for the coordination of the activities associated with the subject matter of the Agreement and for the receipt of the subject matter of the Agreement, designate as follows:
  - a. the Contracting authority: .....
  - b. the Contractor: .....
2. All binding arrangements, including the receipt of the materials for issuing, shall be done through email.
3. The Contracting authority shall have the right to request the Contractor to change the persons designated for contact purposes. The Contractor shall carry out the request of the Contracting authority in 1 working day from receiving such request.
4. The Contracting authority shall deliver the Contractor designs for reformatting not longer than in 2 working days from the date of signing the Agreement.
5. The approval of the final version of the advertising materials for issuing shall be done by the Contracting authority. Any corrections and amendments to the advertising material delivered by the Contractor, the Contracting authority shall apply as soon as possible, that is, not longer than in 2 working days from the moment of receiving the offer of advertising material.
6. The Contractor shall be obliged to immediately, that is not longer than in 1 working day, to apply appropriate corrections and deliver the materials to the Contracting authority for final approval.
7. The Contracting authority shall have the right to request changes and corrections in the materials approved, in regard to remuneration specified in § 7 paragraph 1 of this Agreement.

## **§ 6 Schedule and performance confirmation**

1. The Contractor undertakes to submit the Schedule of the performance of the Agreement, which shall be included to the Agreement as Appendix No 3 after being approved by the Contracting authority, in 2 working days from the date of signing the Agreement. Notably, the Schedule shall include the period of performing the online activities specified in the Description of the subject matter of the Agreement, constituting Appendix No 1 of this Agreement.
2. Confirmation regarding the appropriate performance of this Agreement shall constitute the final Acceptance Report, signed without objections by the representatives of both Parties, according to the template constituting Appendix No 4 of this Agreement.

## **§ 7 Remuneration**

1. For fully valid performance of the subject matter of the Agreement, the Contractor shall receive a flat rate remuneration of ..... gross (in words: ..... PLN gross), paid in instalments as follows:
  - a. preparing design reformatting: 10%, that is ..... PLN gross (in words: ..... PLN gross)

- b. campaign performance and preparation of the report regarding the campaign 85%, that is ..... PLN gross (in words: ..... PLN gross)
  - c. finishing performance of the subject matter of the Agreement, including preparation of the Final Report regarding the campaign: 5%, that is ..... PLN gross (in words: ..... PLN gross)
- 2. Payment of the remuneration specified in the paragraph 1a of this article shall take place after the delivery of all necessary advertising materials, in accordance with § 2 paragraph 2 point a) of this Agreement, additionally being certified by the partial Acceptance Report. Shall the partial Acceptance Report be approved by the representative of the Contracting authority, the Contractor shall issue an invoice, which shall be paid within 14 days from its receipt by the Contracting authority, provided its accounting and substantive correctness.
- 3. Payment of the remuneration specified in the paragraph 1b of this article shall be made after the performance of the campaign and the approval of the performance report at the end of the campaign, which shall be certified by the final Acceptance Report. Shall the final Acceptance Report be approved by the representative of the Contracting authority, the Contractor shall issue an invoice, which shall be paid within 14 days from its receipt by the Contracting authority, provided its accounting and substantive correctness.
- 4. Payment of the remuneration specified in the paragraph 1c of this article shall be made after the subject matter of the Agreement is performed and after the Final Report on the performance of the campaign is approved, which shall be certified by the Acceptance Report. Shall the Acceptance Report be approved by the representative of the Contracting authority, the Contractor shall issue an invoice, which shall be paid within 14 days from its receipt.

### **§ 8 Contractual penalties**

- 1. In the case of an inappropriate performance of the subject matter of the Agreement, especially the activities specified in § 2 paragraph 2, § 2 paragraph 5, § 2 paragraph 6, § 2 paragraph 7 of this Agreement, the Contractor shall pay the Contracting authority a contractual penalty amounting to 20% of the remuneration specified in § 7 paragraph 1 of this Agreement.
- 2. In the case of not achieving the KPIs specified in § 3 paragraph 1 of this Agreement, the Contractor shall pay the Contracting authority:
  - a. in the case of a KPI achieved in the range of 0%–20%, the Contractor shall pay the Contracting authority a contractual penalty amounting to 90% of the remuneration specified in § 7 paragraph 1 of this Agreement.
  - b. in the case of a KPI achieved in the range of 20.01%–40%, the Contractor shall pay the Contracting authority a contractual penalty amounting to 70% of the remuneration specified in § 7 paragraph 1 of this Agreement.
  - c. in the case of a KPI achieved in the range of 40.01%–60%, the Contractor shall pay the Contracting authority a contractual penalty amounting to 50% of the remuneration specified in § 7 paragraph 1 of this Agreement.

- d. in the case of a KPI achieved in the range of 60.01%–80%, the Contractor shall pay the Contracting authority a contractual penalty amounting to 30% of the remuneration specified in § 7 paragraph 1 of this Agreement.
  - e. in the case of a KPI achieved in the range of 80.01%–90%, the Contractor shall pay the Contracting authority a contractual penalty amounting to 15% of the remuneration specified in § 7 paragraph 1 of this Agreement.
  - f. in the case of a KPI achieved in the range of 90.01%–99.99%, the Contractor shall pay the Contracting authority a contractual penalty amounting to 10% of the remuneration specified in § 7 paragraph 1 of this Agreement.
3. In the case of achieving KPIs specified in § 3 paragraph 1 of this Agreement but with a disruption in the ratio of the number of website visits or the number of tickets sold specified in the description of the subject matter of the Agreement, constituting Appendix No 1 of this Agreement, it is stated that, while achieving the absolute value of website visits or tickets sold counted as a multiplication of a declared value of a KPI and its percentage share of the website visits or tickets sold for a specific city, the Contractor shall not incur any penalties as a result.
4. In the case of achieving KPIs specified in § 3 paragraph 1 of this Agreement but with a disruption in the ratio of the number of website visits or the number of tickets sold specified in the description of the subject matter of the Agreement, constituting Appendix No 1 of this Agreement, it is stated that, while not achieving the absolute value of website visits or tickets sold counted as a multiplication of a declared value of a KPI and its percentage share of the website visits or tickets sold for a specific city, the Contractor shall pay the Contracting authority a contractual penalty amounting to 1% of the remuneration specified in § 7 paragraph 1 of this Agreement for each 1 percentage point of the website visits or tickets sold for each city, where such failure to achieve occurred.
5. The Contractor shall be obliged to pay the Contracting authority a contractual penalty for failing to meet the deadline of submitting the Final Report, containing the data specified in § 4 paragraph 5 or § 4 paragraph 6 of this Agreement, amounting to 1% the remuneration specified in § 7 paragraph 1 of this Agreement, for each day of delay.
6. Withdrawal from this Agreement by any of the Parties, for reasons directly attributable to the Contractor, shall impose an obligation on the Contractor to pay the Contracting authority a contractual penalty amounting to 20% of the remuneration specified in § 7 paragraph 1 of this Agreement.
7. The right to withdraw from the Agreement shall not limit Contracting authority's right to request contractual penalties from the Contractor.
8. Request to pay any of the contractual penalties, as well as their deduction by the Contracting authority does not release the Contractor from the obligation of due performance of the subject matter of the Agreement.
9. In the event of the suffered damage exceeding the amount of specified contractual penalties, the Contracting authority shall have the right to claim additional compensation in accordance with general principles.
10. The Contractor agrees that the Contracting authority shall have the right to deduce contractual penalties from all of the receivables from the Contracting authority.

11. Contractual penalties shall add up.

### **§ 9 Right to withdraw from the Agreement**

1. Except for the cases specified in the provisions of the Civil Code, the Contracting authority shall have the right to withdraw from the Agreement in the case of:
  - a. an occurrence of a significant event, resulting in the performance of the Agreement not being in public interest, which could not be expected at the moment of signing this Agreement,
  - b. if the Contractor does not start performing the Agreement on time or does not perform the Agreement for a period longer than 5 days since signing it,
  - c. if the Contractor does not submit the Schedule, specified in the § 6 paragraph 1 of this Agreement, in 4 days since signing the Agreement,
  - d. if the Contractor infringes the provision specified in § 3 paragraph 9 of this Agreement.
2. The Contracting authority shall submit to the Contractor the notice of withdrawal from the Agreement in written form, not longer than 30 days from receiving information about the occurrence of one of the events specified in paragraph 1 above, entitling the Contracting authority to exercise the right to withdraw.

### **§ 10 Copyrights and related rights**

1. In connection with the performance of the Agreement and in connection with the remuneration specified in § 7 paragraph 1 of this Agreement, the Contractor transfers onto the Contracting authority, without time constraints and area constraints, at the moment of delivering the subject matter of the Agreement, all copyrights and the exclusive right to authorise the usage of related rights to the works (in the meaning of the provisions of the Act on Copyright and Related Rights of February 4 1994 (Journal of Laws from 2018, item 1191, as amended, hereinafter referred to as the "Act") created in connection with the subject matter of the Agreement (hereinafter referred to as the "Works"), on all fields of utilisation specified in the article 50 of this Agreement, particularly:
  - 1) copying and multiplying of the Works (including entering into computer's memory or any other device), manufacturing Works using any technologies, including printing, reprographics, digital, mechanical, optical, electronic or any other recording using analogue or digital technology, in any system standard or in any form; on any media, including audio and video, paper or similar, photosensitive, digital, optical, discs, memory sticks, computer drives and any other memory drives.
  - 2) any trading of the original and copies of the Works manufactured in accordance with the subclause 1) of this paragraph – placing on the market, leasing, rental or conveying to use on the basis of another legal relationship.
  - 3) any other distribution of the Works, especially:



- a) any public broadcasting of the Works in such a manner that anyone could be able to access them in the space and time selected, including through the terrestrial and satellite networks, cable, telecommunications and multimedia networks, databases, servers or any other devices and systems, including the ones provided by third parties', in open and closed circulation, in any technology, system or format, with or without the possibility of recording, as well as in the services specified in subclause a),
  - b) any public playback, displaying, performing or broadcasting of the Works.
- 4) In the area of inserting the Works into the memory of a computer and information networks (the Internet).
2. Along with the transfer of the copyrights and related rights to the Works, the Contractor – due to the remuneration specified in § 7 paragraph 1 of this Agreement – transfers onto the Contracting authority the ownership right to the medium on which the Works are fixed, and shall be obliged to provide the Contracting authority the source files in a format eligible for their lossless modification.
  3. The Contractor, due to the remuneration specified in § 7 paragraph 1 of this Agreement, transfers onto the Contracting authority, along with the copyrights to the Works, the rights to perform and to allow for performing related rights specified in the articles 2 paragraph 1 and article 46 of the Act on Copyright and Related Rights, including, among others, the right to choose the first public performance of the Works, the right to create related works, modify the Works and join them with other pieces/works. The sides at the same time confirm that the copyrights regarding any modifications, adaptations and amendments of the Works (including the right to use and dispose) shall be exclusive to the Contracting authority, in accordance with the extent specified in the paragraph 1 above.
  4. The Contractor declares that the rights to the Works and the materials, including the music and sound used to create the Works, are not and shall not be restrained by any third party. Additionally, the Contractor ensures that before signing the Agreement did not enter into any obligations which could limit or exclude the Contractor's right to transfer the above-mentioned rights to the Contracting authority.
  5. The Contractor declares that the materials to which the rights were or will be acquired in order to perform this Agreement do not infringe rights of third parties, rights of any people connected with distributing their image, regulations of the Unfair Competition Act of April 16 1993, are free of unauthorised replicating and that there are no other circumstances which could expose the Contracting authority to liabilities towards third parties on the basis of utilising these materials or the Works acquired by using these materials.
  6. The Contractor secures and releases the Contracting authority from the liability in regard to the claims of third parties related to copyright infringement, both financial and personal, claims of third parties submitted in relation to the publication of images, any other claims related to the Works as well as in regard to the claims or the liabilities of the Contracting authority stemming from the false statements and declarations issued and submitted by the Contractor.

7. In the event of a third party claiming that the Contracting authority infringed any intellectual property rights or any other rights specified in paragraph 6, the Contractor shall provide any documents necessary to demonstrate his rights and confirming no infringement of third party rights, and, in case of an infringement, shall commit to covering the costs related to redress by third parties, including awarded amounts, damages and legal expenses, in a period of up to 14 days from the day the Contractor receives a call for payment.
8. In the event of any claims of third parties over any copyrights related to the subject matter of the Agreement made against the Contracting authority before the court, the Contractor shall undertake, at his own cost, legal actions protecting the Contracting authority from these claims. In particular, the Contractor shall, at own expense, step into the place of - or, if the above-mentioned is not possible, join - the Contracting authority in any proceedings against the Contracting authority. The Contractor is obliged to reimburse any damages and entitlements, legal assistance costs and costs due to any third-party rights infringement incurred by the Contracting authority within 14 days from the date of the Contracting authority's request. The reimbursement of legal assistance costs includes the reimbursement of deliberate and incurred documented costs related to the defence against any claims of the third parties mentioned above.
9. The Parties confirm that any copyrights acquired by the Contracting authority on the basis of this Agreement may be transferred to any third party designated by the Contracting authority; additionally, the Contracting authority may provide a sub-license or authorise a third party to perform it on behalf.
10. In the case of prior expiry, termination or withdrawal from this Agreement, the Contracting authority shall have the right to transfer the financial copyrights to the Works stemming from this Agreement onto any third party.

### **§ 11 Processing personal data**

In compliance with the article 13 paragraphs 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereafter referred to as "GDPR"), we inform that:

- 1) The administrator of the personal data of persons specified in this Agreement is the Polish Tourism Organisation with headquarters in Warsaw, at 8 Chalubinskiego, (00-613), VAT identification number: 525-21-50-196 (hereinafter referred to as "PTO" or "Data controller").
- 2) On any matters regarding processing of the data of the persons specified in subclause 1) the PTO's Data Protection Officer can be contacted either:
  - a. by email: dpo@pot.gov.pl or
  - b. by writing to the data controller's address: Polish Tourism Organisation 8 Chalubinskiego, 19th floor, 00-613, Warsaw.
- 3) The personal data of the individuals mentioned in the subclause 1) is processed according to the article 6, paragraph 1 subclauses b) and c) of GDPR, on the purpose of performing the subject matter of the Agreement specified in § 2 i § 3 of the Agreement,

- 4) The personal data of the persons indicated in the subclause 1) shall not be made available to any entities, unless otherwise specified by the provisions of law,
- 5) The personal data of the persons indicated in the subclause 1) shall not be transferred to any third country or international organisation,
- 6) The personal data of the persons indicated in the subclause 1) shall not be processed by automated means and shall not be used for profiling,
- 7) Personal data specified in the subclause 1) shall be stored for the duration of the Agreement and for 6 years after the end of the Agreement,
- 8) The obligation to provide the data stems from the legislation regarding processing data for the purposes specified in the subclause 3), providing data stems from the contractual relationship and is required for the performance of the Agreement,
- 9) individuals mentioned in the subclause 1) shall have the right to:
  - a. access their personal data, on the basis of the article 15 of GDPR,
  - b. amend their personal data, on the basis of the article 16 of GDPR,
  - c. request from the data controller to limit the processing of personal data, on the basis of the article 18 of GDPR, subject to the cases specified in the article 18 paragraph 2 of GDPR,
- 10) Individuals mentioned in the subclause 1) shall not have the right to:
  - a. erase personal data, in accordance with the article 17 paragraph 3 points b), d) or e) of GDPR,
  - b. transmit personal data specified in the article 20 of GDPR,
  - c. object to personal data processing specified in the article 21 of GDPR, for the legal basis for such processing of data constitutes the article 6, paragraph 1 point c) of GDPR.
- 11) Individuals specified in the subclause 1) shall have the right to file a complaint with the supervisory authority in a manner set out in the GDPR and in the Polish law, especially in the manner set out in the regulation on personal data protection, if they regard that the processing of their personal data violates the GDPR legislation. The address of the supervisory authority: President of the Personal Data Protection Office, 2 Stawki, 00-193 Warsaw, phone 22 5310300, fax. 22 5310301, kancelaria@uodo.gov.pl.

## **§ 12 Confidentiality clause**

1. The Contracting authority shall claim that all information regarding the provisions of this Agreement and associated with entering into the Agreement or performing it (hereinafter referred to as "Confidential Information") shall be kept confidential by the Contractor and not shared to third parties without prior written approval by the Contracting authority, with the exception of the provisions of paragraph 2, along with the fact that they can be used fully or partially solely for the purpose of the performance of the Agreement.
2. The Contracting authority declares that Confidential Information and the obligation to keep it confidential does not include:
  - a) information commonly known or which, in specific circumstances, can be considered as commonly known;
  - b) information, which was known to the Contractor before being revealed by the Contracting authority;

- c) information received from third parties who had the right to reveal them;
  - d) instances, where the Contractor is obliged to reveal information on the basis of applicable legal provisions.
3. The Contractor shall reveal the Confidential Information without the Contracting authority's consent to its workers, members and advisers, to the extent necessary in order to perform the Agreement.
  4. While revealing Confidential Information to the entities specified in paragraph 3, the Contractor shall impose an obligation on these entities to keep the information confidential under the conditions specified in the Agreement.

### **§ 13 Appropriate Court**

Any disputes shall be referred to the court appropriate to the Contracting authority.

### **§ 14 Matters not settled herein**

To all matters not settled herein the provisions of the Act on Copyrights and Related Rights and the Civil Code shall apply.

### **§ 15 Agreement Amendments**

Any amendments to the Agreement shall be null and void unless made in writing.

### **§ 16 Final provisions**

1. This Agreement is drawn up in to identical copies, one for each Party.
2. The Appendices to this Agreement constitute its integral part.

#### Appendices:

1. Description of the subject matter of the Agreement
2. Offer form
3. Schedule
4. Acceptance Report (template)

\_\_\_\_\_  
**Contracting authority**

\_\_\_\_\_  
**Contractor**