



POLSKA  
ORGANIZACJA  
TURYSTYCZNA

*Case number: 18/R/2021/JB*

## **OPEN TENDER ANNOUNCEMENT**

The subject matter of the contract:

**implementation of an official fanpage of the Polish Tourist Organization on Facebook  
in Arabic language**

Warsaw, March 31, 2021 r.

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ul. Chałubińskiego 8, 00-613 Warszawa, Polska

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**Zagraniczne Ośrodki Polskiej Organizacji Turystycznej:**

Amsterdam, Berlin, Bruksela, Kijów, Londyn, Madryt, Moskwa, Nowy Jork, Paryż, Pekin, Rzym, Sztokholm, Tokio, Wiedeń.

**portale:** [www.pot.gov.pl](http://www.pot.gov.pl); [www.polska.travel](http://www.polska.travel); [www.poland-convention.pl](http://www.poland-convention.pl); [www.aktualnosciturystyczne.pl](http://www.aktualnosciturystyczne.pl); [www.edenpolska.pl](http://www.edenpolska.pl);  
[www.pieknywschod.pl](http://www.pieknywschod.pl); [www.ppr.pot.gov.pl](http://www.ppr.pot.gov.pl); [www.zarabiajnaturystyce.pl](http://www.zarabiajnaturystyce.pl); [www.polskapodajdalej.pl](http://www.polskapodajdalej.pl)

**1. Title (company) and the address of Contracting Authority:**

Polish Tourism Organisation - a business unit undertaking a procedure in order to grant a public contract:

- a) Contracting Authority's address: Chałubińskiego 8 street, 00-613 Warsaw
- b) Fax: +48 22 536 70 04
- c) Website: [www.pot.gov.pl](http://www.pot.gov.pl)
- d) E-mail: [pot@pot.gov.pl](mailto:pot@pot.gov.pl)
- e) Contact person:  
Dorota Zadrożna – e-mail: [dorota.zadrozna@pot.gov.pl](mailto:dorota.zadrozna@pot.gov.pl)

**2. Procedure for awarding the contract**

- 1) The procedure is conducted on the basis of the internal regulations of the Polish Tourist Organization regarding the public procedures and procurements.
- 2) The Contracting Authority informs the Contractors that the procedure is conducted as an open tender announcement, i.e. each of the Contractors may submit an offer.

Also:

- a) the proceedings are not subject to the Act of September 11, 2019. Public procurement law (Journal of Laws of 2019, item 2019, as amended);
- b) the notification about the selection of the offer does not mean acceptance of the offer;
- c) The Contracting Authority has the right to:
  - cancel the whole or in part of of the procedure at any time,
  - close the procedure without selecting the offer,
  - change to the dates specified in the announcement,
  - demand detailed information and explanations from Contractors at every stage of the procedure;
- 3) If the Contracting Authority use any of the rights indicated in point c. Contractors are not entitled to any claims for participation in the procedure.

**3. The subject matter of the contract:**

The subject matter of the contract is implementation of an official fanpage of the Polish Tourist Organization on Facebook in Arabic language.

A detailed description of the subject matter of the contract constitutes Appendix no. 1 of this Announcement.

**4. The date of implementation of the contract:**

This contract will be implemented from the date of signing the contract until May 31, 2022.

## 5. Conditions for participation in the procedure

In this open tender procedure may participate Contractors that:

- 1) are authorized to conduct specific business, as long as it is stipulated in separate regulations;
- 2) are in an economic or financial situation that ensures on time proper and execution of the contract;
- 3) have technical or professional skills ensuring on time proper and execution of the contract;
- 4) will submit a valid offer within the given deadline. The offer should be submitted on the Offer Form (Appendix no. 2 of the Announcement).

## 6. The deadline of submitting an offer:

- 1) An offer in the form of personally signed scans must be sent by e-mail to: jaroslaw.blaszczak@pot.gov.pl not later than by **09.04.2021 r. do godz. 10.00 a.m. CET time**. Offers received by Contracting Authority after this deadline will not be examined.
- 2) The offer must be submitted in Polish or English language.
- 3) The Contractor's offer consists of:
  - a) a completed Offer Form (Annex 2 to the Announcement);
  - b) a detailed description of the strategy for using Facebook as a communication channel.
- 4) The Contracting Authority may request, at any stage of the procedure, declarations confirming that the documents attached to the offer are compliant with the facts and ask for explanations or completing the content of the offer. Offers of the Contractor who does not respond to such a request or responds insufficiently, it will be rejected.

## 7. Criteria for selecting the offer

The contracting authority will examine the submitted offers, based on the criteria presented below:

N <sup>o</sup>	criterion	Weight
1	Gross offer price	30%
2	Declared minimum number of fans acquired during the performance period of the Contract	30%
3	Strategy of using Facebook as a communication tool	40%

- 1) Price criterion (P). The points for the "gross offer price" criterion shall be calculated as follows:

$$C = (C_{\min}/C_o) \times 30 \text{ points}$$

where:

C – the amount of points awarded for the "gross offer price" criterion;

$C_{min}$  – the lowest priced offer from all of the valid and eligible offers;

$C_o$  – the price of the currently evaluated offer;

Attention! The contractor is obliged to provide the gross price for the service in US dollar currency.

In the "gross offer price" criterion an offer shall receive a maximum of 30 points.

- 2) **Declared minimum number of fans acquired during the performance period of the Contract, above the minimum required level” – weight 30%.** The amount of points will be awarded for declaring the acquisition of additional fans, as of May 31, 2022, above the required minimum level of 5,500 "likes":
- a) from 1 to 200 additional fans – 5 points,
  - b) from 201 to 500 additional fans – 10 points,
  - c) from 501 to 1000 additional fans– 20 points,
  - d) above 1000 additional fans – 30 points
  - e) No declaration of acquiring additional fans as of May 31, 2022 will result in the award of 0 points.

In the "Minimum declared amount of fans to acquire during the performance period of the Contract" criterion an offer shall receive a maximum of 30 points.

- 3) **Strategy of using Facebook as a communication tool – weight 40%.** Criterion points will be awarded as follows.

Features assessed	The amount of points awarded
Target group of fans	An offer shall receive 20 pkt., if Contractor identifies target groups appropriately, i.e. at least define: <ul style="list-style-type: none"> <li>a) demographic and psychographic profile of social media users who may be interested in receiving tourist information through the official fanpage of the Polish Tourist Organization and may show interest in visiting Poland for tourism purposes in the future;</li> <li>b) motivations of social media users when following profiles;;</li> <li>c) barriers and problems making it difficult to reach them.</li> </ul>
	An offer shall receive 5 points if Contractor won't identify one from the three points mentioned above i.e. it will not define the demographic and psychographic profile of social media users or will not specify the motivations of social media users when

Features assessed	The amount of points awarded
	<p>following profiles or will not show barriers and problems that make it difficult to reach them. An offer shall receive 5 points if the description is so laconic and general that it will be difficult to identify the target fan profile on its basis.</p> <p>An offer shall receive 0 points if the Contractor does not present the profile of the target group's fans or the submitted characteristics will not contain the scored information.</p>
Strategy and tactics of actions	<p>An offer shall receive 20 points if the Contractor in the developed strategy and tactics of activities shows at least:</p> <p>a) knowledge of the tourist attractions of Poland, b) the subject of the posts and properly assign them to the described target group (s), c) how he is going will build the fan base and how he will react to any drops in the number of fans following the profile.</p>
	<p>An offer shall receive 5 points if the Contractor shows only the knowledge of the tourist attractions of Poland.</p>
	<p>An offer shall receive 0 points. if the Contractor does not present the strategy and tactics of activities or the submitted description will not contain the scored information.</p>

In the " Strategy of using Facebook as a communication tool" criterion an offer shall receive a maximum of 40 points.

Calculations will be performed with accuracy to two decimal places.

The best offer will be deemed to be the one that obtains the highest number of points after summing up the points in all criteria. The maximum point value that an offer can achieve is 100 points.

#### **8. Information about methods of preparing an offer.**

- 1) The contractor has the right to submit only one offer. If the Contractor submits more than one offer, the offers will be rejected.
- 2) The Contractor is bound by this offer for 30 days from the time limit of submitting offers.
- 3) The 30 days time limit starts from the date of submitting an offer.

**9. Appendixes:**

Appendix no 1 – Detailed description of the subject of the contract

Appendix no 2 – Tender Form template

Appendix nr 3 - Provisions of the contract

## Appendix no 1

### The subject matter of the contract

**The subject matter of the contract is implementation of an official fanpage of the Polish Tourist Organization on Facebook in Arabic language.**

The main goal of this activity is to promote Poland as an attractive tourist destination in Arabic-speaking countries (selected MENA countries). To show Poland as a country attractive for tourists, safe and friendly, modern, but also full of cultural and historical heritage. The most important products are: big cities (entertainment, shopping, gastronomy), nature, active tourism, medical tourism, spa & wellness and Polish health resorts, nature, offers for families with children. The main target group is women and men aged 25-65 who are: interested in traveling and foreign trips, well off financially, active and curious about new challenges.

Social media is one of the most popular ways of communication and promotion in this part of the world. More than 90% of most developed MENA countries (UAE, Kuwait, Saudi Arabia, Bahrain) has access to the Internet. Selected MENA countries are technological innovations leaders. Startup companies operating there creates new applications and programs for modern communication devices. This fanpage will be an important communication tool related to Poland's participation in the EXPO 2020 Dubai (communication about events activities taking place in the Polish Pavilion).

The subject matter of the contract will be implemented from the date of signing the contract by May 31, 2022. As part of the obligations the Contractor shall:

- a) writing Arabic content - posts and news about Poland as a travel destination in terms of tourism and culture;
- b) publication frequency: minimum 2 and maximum 3 posts per week;
- c) post formats: each post should contain between 100 and 200 characters and minimum 1 photo. If necessary (e.g. Christmas greetings, greetings from Poland, other forms of visual communication), the Polish Tourism Organisation may decide to use a smaller format of post (less number of characters);
- d) monitoring and supervising of the comments i.e.:
  - replying to negative comments - immediately, in real time;
  - replying to selected comments, questions and moderating discussions - immediately, in real time;

- replying specific inquiries regarding the trip/stay in Poland in consultation with the Polish Tourism Organisation, during official business hours, i.e 9-17:00 local time, at the latest within 2 hours of receiving instructions from the Polish Tourism.

e) The Contractor is responsible to submit to the Polish Tourism Organisation, by 25th day of each month, a schedule of either the posts or a detailed list of priority topics and products, for the next month;

f) Posted posts must have to:

- have a call to action formula encouraging interaction and getting likes,
- have a link to the English language version of the national tourist portal [www.poland.travel](http://www.poland.travel) (selected posts);
- be matched with the calendar of events accompanying the presence of Poland at the EXPO, in the period from October 1, 2021 to March 31, 2022 (such a calendar will be provided to the contractor upon signing the contract).
- be written in a language that is understandable, informal, unofficial, strong, original and authentic language (Arabization);
- have to be written in a professional and marketing way;
- attract different age groups of audience;
- be stylistically and orthographically correct, often ending with questions or statements stimulating interactivity of fans in the form of comments, likes or sharing the post.

It is unacceptable to post vulgar, obscene, scandalous entries, as well as posts whose context could be abusive to selected people or social groups (dishonorable, degrading or humiliate people of a specific gender, age, health or ethnic status, etc.).

The Contractor undertakes to comply with the rules in force on existing websites/social media platforms and not to take unethical actions in all activities that refer to the subject matter of the contract.

The following results that must be achieved, by the Contractor, during in the time implementation of the subject matter of the contract (managing official fanpage of the Polish Tourist Organization on Facebook in Arabic language):

- the minimum number of fans, i.e people who "liked" the fanpage of the Polish Tourist Organization, as of May 31, 2022, must be 5500 fans. New fans must be regularly acquired. For this purpose, the Contractor is obliged to demonstrate the acquisition of a minimum of 1100 new fans on the following dates: August 31, 2021, November 30, 2021, February 28, 2022, May 31, 2022).

**Additional information:**

- The official fanpage of the Polish Tourist Organization on Facebook in Arabic does not exist at the moment. It will be established after concluding a contract with the Contractor. The Polish Tourism Organisation, in close cooperation with the



Contractor, will establish the official name of the fanpage in Arabic language (analogue to poland.travel) and will provide the Contractor with appropriate permissions and access codes, including administrator access and tools that will allow to publish posts and interact with an audience. The owner of the profile will be the Polish Tourism Organisation who, will transfer the administrator's rights for duration of the contract;

- The Polish Tourism Organisation is responsible for any technical problems related to the functioning of the website.
- The contractor must have the following staff/persons/skills:
  - speaking Arabic as a mother tongue and Polish or English at a level enabling free communication between the Contractor and the Polish Tourism Organisation,
  - experienced in running campaigns in social media.

**Appendix no 2**

**Contracting Authority:  
Polish Tourism Organisation  
8 Chałubińskiego street  
Warsaw, 00 – 613 PL**

**The tender offer**

The name and the address of the Contractor:

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

NIP (VAT Identification Number) .....

REGON (Business Registration Number).....<sup>1</sup>

Address to which the Contracting Authority shall send any  
correspondence:.....

Person designated as a contact with the Contracting Authority:

.....

Phone number: .....

e-mail address .....

1. In response to the open tender announcement, case numer 18/R/2021/JB we declare implementation of an official fanpage of the Polish Tourist Organization on Facebook in Arabic language in the following price:

Net price .....USD

Gross price .....USD

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<sup>1</sup> applies only to Polish contractors

(in words):

.....  
.....

**2. Attention! The Contractor is obliged to provide the values in the US dolar**

3. We declare that the minimum number of fans acquired, over the minimum required level, during the performance period of the Contract, will be:  
.....

**Attention!** In case not any number is declared, the Contracting Authority will acknowledge that the Contractor does not declare acquiring additional fans above the minimum level of 5500 "likes" as of May 31, 2022, and therefore will award 0 points in this criterion.

4. We declare that :

- 1) we became acquainted with the terms and requirements provided by the Contracting authority in the Open Tender Announcement, accept them and do not raise any objection.
- 2) We declare, that we obtained all information necessary to prepare and perform the Contract and we accept the provisions of the Contract and the deadline of performing the contract.
- 3) We declare that we meet the requirements of participation regarding the necessary skills and eligibility to conduct specific professional activities, shall this result from separate regulations.
- 4) We declare that we are in the economical or financial position that allow us to perform the contract.
- 5) we have fulfilled the information obligations provided for in Art. 13 or article. 14 of the GDPR in respect to persons from whom I have obtained personal data directly or indirectly in order to apply for a public contract in this procedure.
- 6) If we are awarded, we declare to conclude a contract at the place and time indicated by the Contracting Authority.

Place ....., date. ....

.....

(signature of the authorized person)



**Appendix no 3**

**Provisions of the Contract**  
**Contract no. ..../..../...../2021**

Signed on .....

Concluded by and between:

**Polish Tourism Organisation**

00-613 Warsaw, Chałubińskiego 8

represented by:

**Teresa Buczak – acting director of Strategy and Marketing Department**

**Mariola Górecka - Chief Accountant**

to be referred to as the “**Contracting Authority**” hereafter;

and

.....  
represented by:

.....

to be referred to as the “**Contractor**” hereafter;

which at the same time declares that there are no factual or legal circumstances that could cause the agreement to be considered invalid.

The Contracting Authority and the Contractor are hereinafter jointly referred to as "Parties", and each of them, separately, is hereinafter referred to as the "Party".

**§ 1**

The contract was concluded on the basis of a contrario art. 2 clause 1 point 1 of the Act of September 11, 2019 - Public Procurement Law (Journal of Laws of 2019, item 2019, as amended).

**§ 2**

1. The Contracting Authority commissions the Contractor, and the Contractor confirms implementation of an official fanpage of the Polish Tourist Organization on Facebook in Arabic language hereinafter referred to as the "Service".
2. The Contractor's obligations have been described in the Detailed Description of the Subject matter of the Contract, which constitutes Appendix 1 to the Contract.

3. The Contract comes into force on the date of signing and will be valid until May 31, 2022.

### § 3

1. The Contractor is obliged to provide the Ordering Party by e-mail to the address [...] With a report on the implementation of the Service in a each month, within [...] days from the last day of each month. The report will contain a list of activities performed in each month.
2. The report mentioned in paragraph 1 above, approved by the representative of the Contracting Authority, is the basis for the Contractor to issue a monthly invoice.
3. The Contractor undertakes to provide the Service with due diligence resulting from the professional nature of the Contractor's activity, in particular to engage staff with fluent knowledge of specificity of the Arab market, knowledge of Arabic language, in order to communicate with Facebook users and knowledge of English or Polish language, in order to communicate with the Contracting Authority and the.
4. The Contractor undertakes to achieve, during the term of the Contract, the minimum of success rate of no less than ..... new fans who like the profile as of May 31, 2022.
5. The contractor is obliged to prove achieving a minimum number of 1100 of new fans on the dates: August 31, 2021, November 30, 2021, February 28, 2022, May 31, 2022).
6. The Contractor is obliged to provide the Contracting Authority, by the 25th day of each month, a schedule of posts (content of posts) or a detailed list of priority topics and products for each next month.
7. All the content of posts must be approved by the representative of the Contracting Authority before publication.
8. All content published without the approval of the representative of the Contracting Authority shall not be included the monthly report referred to in sec. 1 and shall not be accepted by the representative of the Contracting Authority.
9. If the content is published without approval of the representative of the Contracting Authority, and deviates significantly from the topics specified in monthly Schedule, the Contracting Authority may charge the Contractor with contractual penalty according to the methods described below in the Contract.
10. The contractor is obliged to accept comments of the Contracting Authority which refer to the time of performing the posts and content which is subject of the Contract.
11. The Contractor confirms his awareness of law concerning implementation of the subject of the Contract and undertakes to perform the services described in this Contract in compliance with the law.
12. The Parties undertake to cooperate in order to perform the Contract in the best possible way for Contracting Authority.

§ 4

1. Earlier termination of the Contract by each Party may be made in writing, with a 1-month notice period, sent to the address of the other Party indicated in the Contract. In case of termination of the Contract, the remuneration is due only for the properly performed part of the Contract.
2. In case that the Contractor fails to perform any of the activities specified in the subject matter of the Contract referred to in § 2 sec. 2 of the Contract twice or provides services at an abnormally low level, the Contracting Authority has the right to terminate the Contract with immediate effect, which does not exclude other rights of the Contracting Authority specified in the Contract.

§ 5

1. The Parties agree that the remuneration for the implementation of the Contract amounts of ..... net, which is ..... gross (in words: ..... gross<sup>2</sup> ).
2. For the proper implementation of the Contract, the Contractor is entitled to a monthly remuneration of [...] gross in each month of the Contract.
3. The amount indicated in sec. 2 above includes all costs of implementation and allocation of the Contract, including possible income tax from natural persons and other, possible liabilities of a public law.
4. The monthly remuneration will be payable by bank transfer to the Contractor's bank account No. [...] based on the Contractor's invoices issued in accordance with the methods in para. 5 below.
5. Each payment will be paid with references to sec. 4 above after accepting by the representative of the Contracting Authority a monthly report on the implementation of services referred to in § 3 sec 1 of the Contract within 14 days from the date of receipt of a correctly issued invoice.
6. The date of payment shall be the date on which the Contracting Authority submits the order to its bank.
7. **The Contractor declares that the bank account indicated on the invoice is an account on the electronic list of entities kept from September 1, 2019 by the Head of the National Revenue Administration, in accordance with Art. 96b of the Value Added Tax Act (hereinafter: the List); this provision shall apply to other lists, which will replace the List, and will cover bank accounts of value added tax taxpayers.** <sup>3</sup>
8. **If the Contractor indicates on the invoice a bank account that is not disclosed in the List, the Contracting Authority will be entitled to withhold with payment until the Contractor indicates, for the purposes of payment, the bank account disclosed in the List. In this case, the delay in making the payment within the deadline specified in the Agreement, resulting from the Contracting Authority's inability to make the payment to the account included in the List, shall not constitute the basis for the Contractor to**

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<sup>2</sup> It applies to VAT taxpayers in Poland

<sup>3</sup> It applies to VAT tax payers in Poland

**demand any interest from the Contracting Authority, as well as other compensations / damages / claims for making late payment .<sup>4</sup>**

## **§ 6**

1. The Contractor shall pay the Contracting Authority a contractual penalty amounting to 20% of total gross remuneration specified in § 5 paragraph 1 of this Contract, in the case of the Contracting authority withdrawing from the Contract due to the Contractor's misconduct.
2. Subject to the provisions of subpara. 3, in case of the Contractor's failure to perform any of the obligations referred to in § 3 of the Contract or a delay in its performance, the Contractor shall pay the Contracting Authority a contractual penalty of 10% of the gross monthly remuneration for the month in which he was to perform the obligation or in which the delay occurred.
3. The Contracting Authority will charge a contractual penalty in the amount of 30% of the remuneration specified in § 5 sec. 1 of the Contract in case of a breach of the obligation specified in § 3 sec. 5 of the Contract.
4. The Contracting Authority has the right to claim compensation on general terms if the value of the damage exceeds the value of the contractual penalties.
5. The Contracting Authority has the right to deduct contractual penalties from any financial liabilities due to the Contractor.
6. Contractual penalties may be calculated separately for each of the cases being the basis for their application and may be add up.
7. Charging and payment of contractual penalties do not relieves the Contractor from other obligations specified in the Contract.

## **§ 7**

1. As part of the remuneration referred to in § 5 of this Contract, upon the transfer to the Contracting Authority of the works created as a result of the implementation of the subject matter of the Contract, the proprietary copyrights to these works in the following fields of use are transferred to the Contracting Authority:
  - a) recording and reproducing works by any technique (including magnetic and digital), regardless of the system and format standard, including recording and reproduction using multimedia (in multimedia works) and printing (including printing, reprographic) techniques,
  - b) entering works into computer memory, entering into computer networks and sharing in digital form,
  - c) placing copies of works on the market (including sale), lending, renting and leasing copies as well as their reproduction,
  - d) broadcasting works by means of wired or wireless vision by terrestrial stations, satellites, the Internet, via television organizations,

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<sup>4</sup> It applies to VAT tax payers in Poland



- e) publicly presenting, performing, exhibiting, displaying, playing, broadcasting and rebroadcasting works, as well as using them in printing materials - in such a way that everyone can have access to it and at a time chosen by him,
  - f) unlimited use of works on the premises of the facilities they use
2. The Contractor, as part of the remuneration specified in § 5 of the Contract, transfers on the Contracting Authority along with the proprietary copyrights to the works, the right to use elaborations of the works and dispose of these studies in the fields of use specified in paragraph 1 above.
  3. The transfer of copyrights is for an indefinite and unlimited period of time as for the place.
  4. While the economic copyrights are transferred to the Contracting Authority, the Contracting Authority becomes the owner of the media devices on which the works were recorded.
  5. The Contractor declares that the created works will not be encumbered with any rights of third parties, and in particular the use of these works by the Contracting Authority will not infringe the intellectual property rights, including copyrights of third parties.
  6. The Contractor is responsible for any legal defects of the subject matter of the Contract, in particular for claims of third parties resulting from infringement of intellectual property rights.
  7. In case a third party making any claims against the Contracting Authority for infringement of proprietary copyrights or other rights described in sec. 9 rights, the Contractor will provide the necessary documents proving his rights and confirming the lack of violation of the rights of third parties, and in the event of their violation, the Contractor undertakes to cover all costs related to the pursuit of claims by third parties, within 14 days from the date of delivery of the summons to the Contractor to pay.
  8. In case of legal action brought by third parties with claims against the Contracting Authority, resulting from possible infringements of copyrights, both property and personal, any other claims related to the works, the Contractor undertakes to take all legal steps at his own expense to ensure that the Contracting Authority due protection against such claims. In particular, he undertakes to join at his own expense in place of the Contracting Authority or, if this is not possible, commence on the side of the Contracting Authority to any proceedings pending against the Contracting Authority. The Contractor is obliged to refund to the Contracting Authority the amounts of compensation and other charges paid by him, including the costs of legal assistance, resulting from possible violations of the above-mentioned rights of third parties, within 14 days from the date of the Contracting Authority's submission of a written request for their refund. The reimbursement of legal aid costs includes the reimbursement of all intentional and actually incurred costs and documented by the Contracting costs of legal assistance related to with defense against claims of third parties referred to above.

## § 8

Subject to § 9 sec. 2 of the Agreement, any amendments to the Agreement shall be made in writing under on pain of being null and void.

## § 9

1. The Parties designate the following persons responsible for the coordination of works being the subject of the Contract, authorized to liaise in this respect and to accept the completed subject of the Agreement:
  - a) on the part of the Contracting Authority: ...
  - b) on the part of the Contractor: ...
2. Any change of persons referred to in sec. 1 above, may take place after informing the other Party by e-mail and does not require an annex to the Contract.

## § 10

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

1. Personal data of individuals specified as contact persons in the performance of this Contract mentioned in § 9 paragraph 4 is processed by the Polish Tourism Organisation with headquarters in Warsaw, at 8 Chalubinskiego (00-613), which acts as a data controller,
2. Polish Tourism Organisation's Data Protection Officer can be contacted either:
  - a) by email: [dpo@pot.gov.pl](mailto: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 points b) and c) of GDPR, necessary for the performance of this Contract,
4. Personal data shall not be made available to entities other than the ones specified in the legislation,

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

## § 11

1. Any disputes that may arise from the implementation of this Contract will be heard by the court having jurisdiction over the seat of the Contracting Authority and according to Polish substantive law and procedural, excluding conflict of law rules.
2. The Contracting Authority reserves that all information regarding the Contract (hereinafter referred to as "Confidential Information") should be considered by the Contractor as confidential and may not be available to third parties without the Contracting Authority acceptance expressed in writing, prior consent of the subject to the provisions of paragraph 3, and that they can be used in full or in part only for purposes related to the performance of the Contract.
3. The Contracting Authority informs that Confidential Information and an obligation to keep it secretly does not include:
  - a) information that is generally known or which in justified circumstances may be considered to be generally known;
  - b) information that Contractor knew prior to its disclosure by the Contracting Authority;
  - c) information obtained from third parties who had the right to disclose it;
  - d) cases in which the Contractor is obliged to disclose them on the basis of mandatory provisions of law.
4. The Contractor may disclose Confidential Information without the consent of the Contracting Authority to its employees, members of bodies and advisers to the extent necessary for the performance of the Contract.
5. When disclosing Confidential Information to the entities mentioned in par. 4, the Contractor should oblige these entities to keep them secret under the conditions specified in this contract.
6. The Contractor may not transfer to another entity all or any part of the rights, or all or any part of the obligations under this Contract. In particular, the Contractor may not sell to third parties cash receivables arising from the performance of the Contract.
7. If the Contractor intends to cooperate with third parties in order to implement the subject matter of the Contract, he must obtain the written consent of the Contracting Authority under pain of recognizing such action by the Contractor as a gross breach of the provisions of this Contract.

## **§ 12**

1. This contract is drawn up along with the Appendices in two identical copies, one for each in the ..... language .
2. In all cases not covered by the Contract, the provisions of Polish law shall apply.

Appendixes:

Appendix no 1 - Detailed description of the subject of the contract

Contracting Authority

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Contractor

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