

SUBSTANTIVE PROVISIONS OF CONTRACT

§ 1

Subject Matter of Contract

The Ordering Party commissions, and the Contractor undertakes to provide a catering service for promotional events under the "PolandSHIOK" festival organised by the Embassy of the Republic of Poland in Singapore on 14-27 April 2019. The service will take place in the restaurants of the SO Sofitel and Conrad hotels, as well as in the Art Gallery building, in line with the guidelines and dates contained in **Appendix no 1** to the Contract and on the terms specified in the Calculation – Contractor's offer, representing **Appendix no 2** to the Contract (Subject Matter of Contract).

§ 2

Contract performance terms

1. The Ordering Party undertakes to provide the Contractor with all information and guidelines that are necessary for proper performance of the Subject Matter of Contract.
2. The Ordering Party reserves the right to reduce the service scope compared to that established in § 1 and in **Appendixes no 1 and 2** to the Contract. In such a case, § 4 Item 3 shall apply.
3. The Ordering Party shall allow modifications to the proposed menu, after a prior acceptance from the Ordering Party expressed via electronic communication means and sent to the addresses indicated in § 5 Item 2.
4. The Contractor can entrust performance of part of the Subject Matter of Contract to third persons, after prior acceptance from the Ordering Party expressed via electronic communication means and sent to the addresses indicated in § 5 Item 2.
5. Proper performance of the Subject Matter of Contract shall be confirmed by with the acceptance protocol, whose form constitutes **Appendix no 3** to the Contract, signed by representatives of the Parties. The persons authorized to sign the acceptance protocol on the Ordering Party's behalf is
6. The Contractor consents to participate in the "PolandSHIOK" event taking place in Singapore on 14-27 April 2019 and organised with participation of

the media, which will disseminate information about the event pursuant to the Act of 29 December 1992 on radio and television broadcasting (Dz. U. (Polish Journal of Laws) of 2019 r. Item 361) and the Act of 26 January 1984 Press law (Dz. U. of 2018, Item 1914).

7. The Contractor declares that they are the only administrator of, or possess the right to, make use of brand names, product brands and copyright to works in all fields of use exploited under performance of this contract with respect to the promotion materials, logotypes and markings used. The Contractor also declares that those rights shall not be infringed by recording, dissemination and use of the Contractor's image and of the promotion materials, logotypes and markings used by the Contractor under promotion of the fair, reporting on the fair or other promotion materials concerning the Ordering Party's scope of activity.
8. During the "PolandSHIOK" event, photographs will be taken and recordings will be made. The recordings and photographs showing Contractor's logotypes, trademarks and brand names can be used for the purpose of providing information and promoting the event on the Ordering Party's website and in various media (documents, publications, profiles in social media, etc.). The Contractor consents to their dissemination through publishing of possible information and photographs by the Ordering Party, during as well as after the event.
9. Should a third person bring up claims against the Ordering Party following from infringement of that person's rights or on account of damages wrought by either action or negligence of the Contractor, Contractor's employees, representatives or persons providing services to the Contractor, the Contractor shall be obliged to either satisfy those claims or release the Ordering Party from the obligation of providing services under the above titles or make good all damages incurred by the Ordering Party in connection with such claims.
10. In case of any third persons pursuing claims against the Ordering Party referred to in Item 9 at court, the Contractor undertakes to join the lawsuit on the Ordering Party's side and take all actions in order to release the Ordering Party from participation in the lawsuit or in order to ensure resolution of the case in the Ordering Party's favour.

11. Whenever the Contract refers to a date with the precise time indicated, this time should be understood as denoting local time at the PolandSHIOK festival venue.

§ 3

Term of Contract

1. The Contractor undertakes to perform the Subject Matter of Contract between 14 and 27 April 2019, according to **Appendix no 1** to the Contract.
2. The Contractor undertakes to send the Ordering Party degustation menu proposals by electronic means to the e-mail addresses indicated in § 5 Item 2 Point 1 by
3. The Ordering Party shall, by electronic means, within 1 working day of the date of receiving the proposals referred to in Item 2, either report comments to the proposals or accept them. In case of the Ordering Party reporting comments, the Contractor shall be obliged to take them into consideration within 1 working day from the comments reporting date.

§ 4

Contractor's remuneration

1. In return for the proper performance of the Subject Matter of Contract, the Contractor shall be entitled to remuneration in the amount of **gross** (in words:), determined based on the calculation constituting **Appendix no 2** to the Contract, subject to Item 2 and Item 3.
2. Should the Contractor perform the Subject Matter of Contract in a scope more narrow than described in **Appendix no 1** to the Contract, for reasons attributable to the Contractor, the Contractor shall not be entitled to claim payment of the full amount of remuneration. In such a case, the remuneration specified in Item 1 shall be reduced pro rata, and shall be calculated by the Ordering Party based on the calculation constituting **Appendix no 2** to the Contract, preserving the rights and claims of the Ordering Party referred to in § 7.
3. Should the Ordering Party reduce the scope of service provision or the number of days of its duration compared to that specified in § 1 and in **Appendixes no 1 and 2** to the Contract, the Contractor's remuneration shall be calculated

on the basis of the actually completed scope of service provision based on the calculation constituting **Appendix no 2** to the Contract.

4. Payment of the remuneration shall be made based on an invoice correctly issued by the Contractor, to the bank account indicated by the Contractor, within 30 days from delivery of the invoice to the Ordering Party, either in a paper form to the address of the KOWR Headquarters or in electronic form to the e-mail address faktura@kowr.gov.pl.
5. The basis for issuing the invoice shall be the acceptance protocol signed by both Parties to the Contract and confirming proper performance of the Subject Matter of Contract, representing **Appendix no 3** to the Contract.
6. The Parties shall recognise as the payment day the day of debiting the bank account of the Ordering Party.
7. The remuneration specified in Item 1 exhausts all expenses and financial claims of the Contractor related to the conclusion and performance of the Contract.

§ 5

Coordination of the Parties' actions

1. The persons responsible for coordinating actions under this Contract are:
 - 1) for the Ordering Party:
 - 2) for the Contractor:
2. All correspondence related to the performance of this Contract shall be sent to the following e-mail address:
 - 1) the Ordering Party:
 - 2) the Contractor:

§ 6

Force Majeure

1. The Parties shall not bear any liability for non-performance or improper performance of the obligations under Contract which results from an extraordinary event, external event which is impossible to foresee, beyond the Parties' control and counteraction capabilities, including in particular outbreak of war, terrorist actions, guerrilla actions, fire, flood, earthquake, pollution of

the environment with radioactive materials, or strikes (excluding a strike concerning the Party quoting that event) ("Force Majeure").

2. The Contractor shall be obliged to immediately inform the Ordering Party about the fact of Force Majeure event occurrence by presenting documentation confirming its occurrence and impact on performance of the Subject Matter of Contract.

§ 7

Liability of the Parties

1. The Ordering Party shall have the right to demand from the Contractor payment of a contractual penalty in case of:
 - 1) Contractor's withdrawal from the Contract for reasons not attributable to the Ordering Party – in the amount of 25% of the gross remuneration specified in § 4 Item 1;
 - 2) improper performance of the Subject Matter of Contract - in the amount of 10% of the gross remuneration specified in § 4 Item 1 for each case of violation to the Contract provisions, subject to the reservation that the total amount of contractual penalties on that account may not exceed the amount of gross remuneration specified in § 4 Item 1.
2. The Contractor undertakes to pay a contractual penalty in the amount of 25 % of the gross remuneration specified in § 4 Item 1 in case of withdrawal from the Contract by the Ordering Party for reasons attributable to the Contractor.
3. The Parties agree that the Ordering Party shall have the right to deduct the contractual penalties from the remuneration due to the Contractor, and the Contractor gives their consent to the above.
4. The Ordering Party can claim on the general principles damages exceeding the amount of contractual penalties to the level of the actually incurred loss.
5. The Contractor shall be liable to the Ordering Party for actions or omissions of the persons used by the Contractor for assistance in performing the Subject Matter of Contract, and of the third persons referred to in § 2 Item 4, in particular for damage to kitchen appliances, broken plates and missing crockery set pieces.
6. The Ordering Party reserves the right to withdraw from the Contract within 2 days from the date on which the Contractor failed to commence performance of

the Subject Matter of Contract within the period referred to in § 1 and § 3 Item 1.

7. Withdrawal from the Contract by the Ordering Party shall not release the Contractor from payment of the contractual penalties provided for in the Contract. The Contract shall be terminated upon delivery to the Contractor of a declaration in writing on withdrawal from the Contract.

§ 8

Confidentiality

1. The Contractor and persons representing the Contractor shall be obliged to ensure confidentiality of the information that they will obtain from the Ordering Party in connection with performance of this Contract, and not disclose that information without a prior consent in writing from the Ordering Party.
2. The Contractor and persons representing the Contractor shall be obliged to make use of the information referred to in Item 1 solely for the purpose of the proper performance of the Subject Matter of this Contract.
3. The obligation to keep Ordering Party's data in secrecy shall in particular concern information protected by law that the Contractor or persons representing the Contractor will obtain in the course of, or in connection with, performance of the Subject Matter of Contract, regardless of the manner and form of their recording or delivery, unless such information is generally known, or the obligation to disclose it follows from generally applicable regulations, court rulings or decisions of competent authorities. The obligation of observing confidentiality does not apply to either the fact of concluding the Contract or its contents to the extent determined by applicable legal regulations.
4. The above provisions of this Article do not exclude special provisions of generally applicable law imposing the obligation of information disclosure, to the extent indicated by those provisions.

§ 9

Personal data protection

1. Any personal data acquired during performance of this Contract shall be processed by the Parties in such a way and to such extent as this is necessary for the Contract performance, while observing the principles specified in the Regulation 2016/679 of the European Parliament and the Council (EU) of

27 April 2016 on protection of natural persons in connection with personal data processing and on free flow of such data, and on repealing Directive 95/46/EC (General Data Protection Regulation) – (Official Journal of the European Union L 119 of 4 May 2016, p. 1).

2. The Contractor declares that they have fulfilled the information obligations provided for in Article 13 or Article 14 of the GDPR with regard to natural person that the Contractor has obtained personal data from, directly or indirectly, in order to perform the Subject Matter of Contract.
3. The Contractor declares that they have acquired from all persons who will perform the Subject Matter of Contract in the Contractor's name irrevocable consents of unlimited duration, unlimited in time and territorially, for use, dissemination and multiplication by the National Support Centre for Agriculture of their images recorded during provision of services in the course of the "Polska Festival", using all available recording and dissemination techniques, also in the form of photographs and/or film material, through displaying and making them available in such a way that everybody can access them at a place and time of their choice, for promotional and information purposes following from performance of the tasks referred to in the Act of 10 February 2017 on the National Support Centre for Agriculture (Dz. U. [Polish Journal of Laws] of 2018, Item 1154), without limiting the number of copies or the number of issues.
4. The consents referred to in Item 3:
 - 1) do not infringe personal interests or other rights of the persons who will perform the Subject Matter of contract in the Contractor's name, or anybody else's rights and interests;
 - 2) ensure free of charge use by the KOWR of images of the persons who will perform the Subject Matter of Contract in the Contractor's name, for the purposes and in the way specified in Item 3;
 - 3) are unlimited in time;
 - 4) ensure the impossibility of taking actual or legal actions that could prevent or hamper making use of images of the persons who will perform the Subject Matter of Contract in the Contractor's name by the KOWR or by its legal successors;
 - 5) shall be made available to the KOWR on each request.

§ 10**Final provisions**

1. Change in the persons responsible for coordination of the actions under the Contract or in their contact data specified in § 5 Item 1 and change in the correspondence addresses referred to in § 5 Item 2 shall not require change in the Contract, but only notification of the other Party in writing .
2. Any changes to the Contract shall be made in writing under the penalty of nullity.
3. The Parties undertake to inform each other of any obstacles having impact on performance of the Contract.
4. All possible disputes arisen in the course of Contract performance shall be resolved by a common court with geographic competence for the Ordering Party's seat.
5. In all matters not regulated by the Contract, generally applicable provisions of law shall apply, in particular the Civil Code Act.
6. Within the limits determined by the generally applicable provisions of law, the invalidity of any of the provisions of Contract, including also the provisions contained in the Appendixes, shall have no influence on the validity of other provisions of the Contract.
7. The Contract has been executed in two identical copies, one for each of the Parties.
8. The following appendixes form an integral part of the Contract:
 - Appendix no 1 – Detailed description of the Subject Matter of Contract,
 - Appendix no 2 - Calculation – Contractor's offer,
 - Appendix no 3 – Acceptance protocol.

ORDERING PARTY**CONTRACTOR**

DETAILED DESCRIPTION OF THE SUBJECT MATTER OF CONTRACT

The Subject Matter of Contract is the provision of a catering service for the "PolandSHIOK" festival organised by the Embassy of the Republic of Poland in Singapore, taking place on 15-27 April 2019. The service will take place in the Xperience restaurant of the SO Sofitel hotel and the Oscar's @Conrad Centennial restaurant.

I. Performance of the task involves:

1. Preparing menus:
 - a. for a pierogi festival taking place on 15-20 April 2019 in the Xperience restaurant of the SO Sofitel hotel,
 - b. for a Polish station in the lunch buffet in the Oscar's @Conrad Centennial restaurant on 22-27 April 2019,
 - c. for an Easter brunch on 21 April 2019 in the Xperience restaurant of the SO Sofitel hotel,
 - d. for a sit-down dinner in the Art Gallery (to be confirmed at a later date).
2. Organising the catering according to the prepared menus:
 - a. during the pierogi festival taking place on 15-20 April 2019 in the Xperience restaurant of the SO Sofitel hotel,
 - b. for the Polish station in the lunch buffet in the Oscar's @Conrad Centennial restaurant on 22-27 April 2019,
 - c. during the Easter brunch on 21 April 2019,
 - d. for the sit-down dinner at the Art Gallery (to be confirmed at a later date).
3. Helping in preparing a National Holiday reception (Polish menu) in the Conrad Hotel on 25 April 2019 (for ca. 250 persons).
4. Providing an attractive dish arrangement.
5. Providing a dish-serving service.
6. Providing dish descriptions in Polish and English.
7. Taking care of the workplace in accordance with the applicable provisions of the law and observing OSH rules.

II. Organisational activities attributable to the Contractor:

1. Preparing and delivering to the Ordering Party menus for the lunch and dinner during the pierogi festival on 15-20 April 2019, each consisting of:
 - selection of 3 starters;
 - selection of 3 main courses;
 - selection of 3 desserts.
2. Preparing catering for ca. 60 persons, as indicated in Section II.1. Lunch serving hours: 11.30-12.00 and 13.00-13.30. Dinner serving hours: 17.30-18.30 and 20.00-21.00.
3. Preparing and delivering to the Ordering Party a menu for the Easter brunch on 21 April 2019, consisting of traditional Polish dishes served during the Easter Holidays.
4. Preparing catering for the Easter brunch, as indicated in Section II.3.
5. Preparing a menu for the Polish station in the lunch buffet in the Oscar's @Conrad Centennial restaurant on 22-27 April 2019, consisting of:
 - 4 cold starters,
 - 4 hot starters,
 - 4 desserts.
6. Preparing catering for the Polish station in the lunch buffet in the Oscar's @Conrad Centennial restaurant on 22-27 April 2019, for ca. 120 persons every day, as indicated in Section II.5.
7. Helping in preparing a National Holiday reception (Polish menu) in the Conrad Hotel on 25 April 2019 (for ca. 250 persons), i.e.: preparing a minimum of 5 traditional Polish dishes together with their arrangement and serving.
8. Preparing a menu and catering for a sit-down dinner for ca. 30 persons (to be confirmed).
9. Arranging products on dishes for tasting, including decorations.
10. Providing dish decorations involving mini-flags with the Poland Tastes Good logo.

III. Organisational activities attributable to the Organiser of the PolandSHIOK festival:

- 1) **Providing products enabling the Contractor to perform the service pursuant to the contract.**
- 2) Providing accommodations for 2 cooks in a 2-person room in the Sofitel and Conrad Hotels on 13-28 April 2019.
- 3) The location where the service will take place will have kitchen and storage facilities available for the Contractor, equipped in the necessary kitchen equipment enabling the Contractor to perform the service pursuant to the contract.
- 4) Providing porcelain or ceramic tableware, glassware and cutlery in numbers necessary for the proper performance of the contract.
- 5) Providing a waiter service tailored to the number of guests being served.
- 6) Clothing for the serving persons should be identical for the entire team (for women and men respectively), suitable for the importance of the meeting, clean, neat and elegant.

Appendix No 2
to Contract No
of

CALCULATIONS – CONTRACTOR’S OFFER (template)

The Subject Matter of Contract is the provision of a catering service on 14-28 April 2019 for promotional events under the “PolandSHIOK” festival organised by the Embassy of the Republic of Poland in Singapore. The service will take place in the Xperience restaurant of the SO Sofitel hotel, the Oscar’s @Conrad Centennial restaurant and the Art Gallery.

Subject matter/service	Service unit price, gross PLN	Number of services	Service value, gross PLN
1	2	3	4 (2x3)
Service related to the provision of a catering service for the pierogi festival in the Xperience restaurant of the SO Sofitel hotel on 15-20 April 2019		1	
Service related to the provision of a catering service for the Polish station in the lunch buffet in the Oscar’s @Conrad Centennial restaurant on 22-27 April 2019,		1	
Service related to the provision of a catering service for the Easter brunch in the Xperience restaurant of the SO Sofitel hotel on 21 April 2019		1	
Service related to the organisation of a sit-down dinner in the Art Gallery.		1	
Gross offer price (sum of values in column 4)			

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(Contractor’s Signature)

