

COMPETITION
for the Conceptual Urban and Architectural Design
of the International Centre for Music in Żelazowa Wola

Certified Translation of a Polish Document into English

ATTACHMENT NO 3 TO THE COMPETITION RULES AND REGULATIONS

AGREEMENT

Executed on, in Warsaw, by and between:---

Narodowy Instytut Fryderyka Chopina, with its registered office in Warsaw (post office code: 00-355 Warsaw), ul. Tamka 43, entered into the Register of Cultural Institutions (RIK), under the RIK number 51/2001, NIP: 525-22-14-269, REGON: 017307171, represented by:--

- 1. Artur Szklener, Ph.D.,** -- Director,---
2. Danuta Rogala -- Chief Accountant,---

hereinafter referred to as the **"Contracting Authority"** or the **"Institute"**,---

and

.....,
with its registered office in, at,
registered with,
registration file number, a share capital of PLN,
in compliance with a copy from the register which constitutes **Appendix No 1** to the Agreement,---
represented by:---

- 1.**
2.
hereinafter referred to as the **Contractor**,---

hereinafter jointly referred to as the **"Parties"**,---

following the conducted public procurement procedure in the form of the single source procurement procedure, in compliance with the Act of 29 January 2004, the Public Procurement Law (consolidated text, Journal of Laws of 2015, item 2164, as amended), which states as follows:---

§ 1
Definitions

- 1) **Building** – a mixed use cultural services development with a name "The International Centre for Music in Żelazowa Wola", including a concert hall with 650 seats with technical facilities, conference rooms, recording studio, office facilities, underground garage, on-grade car park, circulation roads, a system of footways, a sealed cess tank with capacity of approximately 30 m³, a transformer station 15kV/0,4kV, generator, access point from the adjacent subregional road and other necessary accompanying structures, building systems and small architecture structures on the plots of land 82/3, 82/4, 82/5, 83/1, 83/3, 87/1, 87/3 in Nowe Mostki, the Commune of Sochaczew,---
- 2) **Working Days** – week-days, from Monday to Friday, apart from statutory days off,---



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- 3) **Schedule** – means a detailed schedule of performance of the Agreement which determines in a chronological order the frameworks of performing the entire subject of the Agreement,
- 4) **Design Plans and Specifications** – all the documentation to be developed by the Contractor on the basis of the Agreement, resulting from the Agreement performance stages determined in the Agreement, including post-competition Concept Design,---
- 5) **Follow-up Design** – documentation which constitutes mixed use, architectural details of the Competition entry which has been selected and awarded following the Competition organised by the Contracting Authority for the Conceptual Urban and Architectural Design of the International Centre for Music in Żelazowa Wola, which includes the instructions and guidelines of the Competition Jury and the Contracting Jury,---
- 6) **Contractor's Bid** – a bid on the basis of which the Contractor is selected,---
- 7) **Construction Law** – the Act being the Construction Law of 7 July 1994 (consolidated text, Journal of Laws of 2016 item 290),---
- 8) **Works** – design works performed on the basis of the Agreement, as well as any actions undertaken to perform the Agreement,---
- 9) **Delivery Report** – acknowledgment of delivery in terms of quantities which does not constitute acceptance within the meaning of the Agreement. When signing the Delivery Report, the Contracting Authority is not obliged to check completeness and quality of the performed works,---
- 10) **PPL** – the Public Procurement Law of 29 January 2004 (Journal of Laws of 2015, item 2164, as amended),---
- 11) **Agreement** – this Agreement,---
- 12) **Defect** – means explicit or hidden properties in the works and activities which constitute the subject of the Agreement, including design works, or their deliverables, including Design Plans and Specifications and other works, which are contrary to the requirements of the Agreement or which result in an ability to use or take advantage of these deliverables in compliance with their designation or lowering the level of their usability or their quality; the Defect shall also mean legal defects, including specifically the circumstances where the effects of works and activities of the Contractor are subject to the rights of third parties.---

§ 2
Subject of the Agreement

1. The subject of the Agreement involves the detailed development of the Design Plans and Specifications.---
2. The detailed development of the Design Plans and Specifications involves the works which will specifically involve:---
 - 1) Stage I:---
 - a) preparation of the detailed Follow-up Concept Design which will include follow-up instructions and recommendation of the Competition Jury;---
 - b) making all relevant agreements and arrangements relevant for this stage with competent authorities and other institutions and persons, including specifically obtaining recommendations of the competent monument conservator and making arrangements with a monument conservator and other parties to the investment process;---
 - c) making calculation of the costs of implementation and operation of the planned investment;---
 - 2) Stage II:---
 - a) developing all the materials necessary to commence design works which specifically include updating maps for design purposes, greenery inventory



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with tree valorisation; inventory of the existing site development; preliminary technical, economic and environmental estimates;---

- b) developing the building permit design within the meaning of the Construction Law concerning the construction works involving the construction of the Building, in 6 copies, in a paper and electronic version on digital information storage devices, recorded as *dwg, dxf and pdf, rtf and doc. (texts) files, which, apart from the components specified under the Construction Law, also specifically includes:---
- system designs: water and sewage system, rain drainage system, hot usable water system, fire system; heating, ventilation, cooling systems, air-conditioning, electrical system, teletechnical system, low voltage system, lightning protection system, teletechnological system, proposed RES systems (optionally) in a concept and other systems necessary for the building's operations;---
 - designs of grids, connections, technical equipment and other elements of infrastructure which will prove necessary to the purpose of appropriate functioning and usage of the Building structures;---
 - geological and geotechnical documentation including the detailed site geological surveys for the entire investment, based on the Eurocode 7, including specifically geotechnical opinion, construction foundation survey documentation (field examinations, e.g.: dynamic, static CPT/CPTU, DMT/DMTU, seismic or electrically resistive, drilling with samples NU, NW, NNS, laboratory as being performed in a laboratory with accreditation for tests, e.g. macroscopic, humidity, elasticity limit, tri-axis, edometric), geotechnical design (developed, e.g., on the basis of MES or MRS numeric analysis) and the geological and engineering documentation developed taking into consideration the design solutions, e.g. Building foundations and trench security and drainage;---
 - information concerning BIOZ;---
 - preliminary investors' cost estimates for the above specified studies containing the preliminary cost estimate,---
- c) satisfying all the formal and legal requirements, including obtaining all the required decisions, opinions, agreements and checks within the extent resulting from laws and regulations (health and safety at work, fire protection, etc.) and necessary to commence and perform construction works on the basis of the Design Plans and Specifications developed under Stage II, as well as preparing all the applications and documents that are necessary to obtain these decisions, opinions, arrangements and checks, specifically filing an application for a building permit and obtaining a final (i.e. not to be challenged in administrative procedures) building permit for the construction works on the basis of the Design Plans and Specifications, an authorisation of a monument conservator to conduct the construction works as provided for in the building design, where such permit is or will prove necessary, in compliance with laws and regulations, as well as any other necessary decisions, checks, arrangements and opinions, and all modifications thereto,--
- d) participation in all the procedures related to obtaining or changing the required decisions, opinions, arrangements and checks, as provided for in point (c) hereinabove,---
- 3) Stage III:---
- a) performing a complete mixed use execution design in the BIM technology in the Competition and traditional 2D documentation (generated on the basis of a BIM model), in 6 copies in a paper and electronic form on a digital information



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storage device, recorded as files *dwg, dxf, ifc and pdf, rtf, doc. (texts), including specifically:---

- structure design,---

- system designs: water and sewage system, rain water drainage system, central heating system and hot usable water, fire protection system; full electrical system, teletechnical system, low voltage system; computer network system; DSO system, SAP system, other; structural system, sound system, projection system, audio-visual system; emergency and exit lightning system; green area watering system around the building and roof green areas; ventilation and air-conditioning; ventilation and air-conditioning; technological heat and cool system' specialised technological systems; heating pumps, heat soil exchangers and other specialist RES systems proposed (optionally) in the building design; technical infrastructure grid for the site fittings, in compliance with the requirements set forth in laws and regulations; access control; anti-theft control system; CCTV cameras; burglary and alarm system (SSWN);---

- designs of other technical equipment and infrastructure elements resulting from laws and regulations and necessary for appropriate operations and usage of the facility;---

- design of the system integration within the Building Automation and Management System (BMS);---

- update of the information concerning BIOZ, Technical Specifications of Performance and Acceptance of Construction Works, bills of quantities, investor's estimates for the above specified studies, if needed;---

b) complying with all formal and legal requirements, including obtaining all the required decisions, opinions, arrangements and checks within extent resulting from laws and regulations (occupational health and safety, fire protection, etc.) and necessary to commence and perform the construction works based on the mixed use design, as well as preparing all applications and documents which will prove necessary in relation to such decisions, opinions, arrangements and checks, including modifications to the above specified decisions;---

c) participating in all the proceedings related to obtaining or changing the required decisions, opinions, arrangements and checks, as provided for in point (b) hereinabove;---

d) making in 2 copies, in a paper and electronic form, on a digital information storage devices, recorded as files *dwg, dxf, ifc, pdf, rtf ad doc. (texts):---

- Technical Specifications of Performance and Acceptance of Construction Works;---

- bills of quantities, investor's estimates for the above specified studies;---

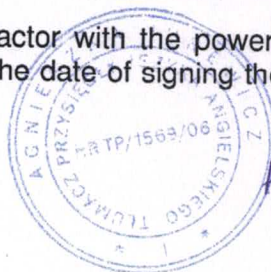
4) Stage IV:---

a) giving a prompt written response or explanation to the inquiries of the participants to the procedure participating in the procurement procedure for the construction works performed on the basis of the Design Plans and Specifications,---

b) fulfilling the author's supervision obligations when performing the construction works on the basis of the Design Plans and Specifications, in compliance with the terms and conditions of the Agreement.---

3. Where the Contracting Authority is a party to the procedures, referred to in point 2 hereinabove, in compliance with laws and regulations, the Contractor shall act for and on behalf of the Contracting Authority on the basis of the power of attorney granted thereto.---

4. The Contracting Authority shall provide the Contractor with the powers of attorney referred to in point 2 hereinabove, within 7 days from the date of signing the Agreement,



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to participate in all the procedures specified in points 2.2 and 2.3 hereof. If any change to the Design Plans and Specifications occurs necessary during the procedures, the Contractor shall introduce these changes upon consultation with the Contracting Authority.---

§ 3

General Obligations and Representations of the Contractor

1. The Contractor shall perform its obligations under the Agreement to the best of its knowledge and with due diligence to be evaluated when taking into consideration the professional and state-of the art nature of the activities conducted thereby on the basis of and in compliance with the terms and conditions of the Agreement, the Contractor's Bid submitted and accepted by the Contracting Authority and the requirements resulting from applicable laws and regulations which are in force on the date the Contracting Authority is provided with the Design Plans and Specifications, recommendations of the Contracting Authority and the Competition Jury, applicable standards, including the Polish Standards, current technical state of the art, rules of trade, with respect for the Ethical Code of the Profession of Architect.---
2. The Contractor represents that the Design Plans and Specifications shall provide for the application of devices which have been authorised for trading and have been developed only by persons possessing all the authorisations and qualifications that are required under applicable laws and regulations and by the Contracting Authority, as confirmed by relevant documents. The Contractor shall at its own expense and risk verify the legal status in respect of performing the Agreement.---
3. The Contractor hereby represents that prior to signing the Agreement it checked the scope of the public procurement and read the terms and conditions of the Agreement and does not raise any objections to its provisions, the degree of details provided therein and completeness and accuracy in terms of performing the Agreement, and it does not raise any questions or comments to these documents and it obliges to perform the Agreement, in compliance with the foregoing documents and upon consultation with the Contracting Authority.---
4. The Contractor hereby represents that it has obtained all the sufficient data and information which may affect the performance of the Agreement and the related risk and such data and information has been included in the fee referred to in § 10 of the Agreement.---
5. The Contractor shall, within 3 (three) Working Days from the date of signing the Agreement, develop and provide the Contracting Authority with the signed Schedule. The Contracting Authority may submit comments to the Schedule within 5 (five) Working Days from the date of submitting the Schedule to the Contractor. The Contractor shall, within 3 (three) Working Days from the date of submitting comments by the Contracting Authority, include the Contracting Authority's comments into the Schedule or propose an alternative solution if the comments submitted by the Contracting Authority do not prove possible to be included. Upon agreeing the content of the Schedule, the Parties shall sign the Schedule in 2 (two) copies, one for each Party.---
6. The Contractor shall update the Schedule if there is a need to change the deadlines to perform the works. In these circumstances, the provisions of point 5 sentences 2-4 hereinabove shall be applicable.---
7. The Contractor hereby represents that it has engaged the design team that consists at least following individuals:---
 - 1) at least one person with a building license to design without restrictions in the field of architecture and a member of the competent professional association,---



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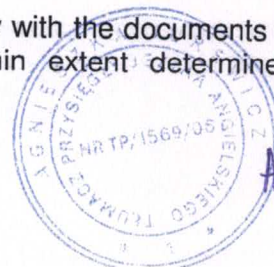
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- 2) at least one person with a building license to design without restrictions in the field of structural and civil works and a member of the competent professional association,---
- 3) at least one person with a building license to design without restrictions in the field of mechanical and plumbing works within the scope of networks, installations and electrical equipment and a member of the competent professional association,---
- 4) at least one person with a building license to design without restrictions in the field of mechanical and plumbing works within the scope of thermal, ventilation, gas, water supply and sewer networks, installations and equipment and a member of the competent professional association,---
- 5) at least one person with a building license to design without restrictions in the field of telecommunications and a member of the competent professional association,---
- 6) at least one person with a building license to design without restrictions in the field of road construction and a member of the competent professional association,---
- 7) and 1 person - a specialist in the field of acoustics.---

§ 4

Contractor's Insurance Cover

1. The Contractor shall execute an insurance contract or insurance contracts against all risk and liability related to the performance of the Agreement, including the term of the warranty for Defects and the guarantee period in respect of the subject of the Agreement. The insurance contract shall include damage and claims which are consequences of the events which occur during the insurance period, irrespective of the date of filing respective claims thereunder with the Contracting Authority (trigger act committed). The Contractor shall provide the Contracting Authority with an insurance contract or insurance contracts referred to in the previous sentence on or before the date of executing the Agreement and shall timely pay all due insurance premiums.---
2. The minimum scope of insurance cover shall include:---
 - a) the Contractor's professional third party liability in respect of business activity conducted thereby, with regard to designing as provided for in the contract, for an insured sum not lower than PLN 6,500,000.00 (six million five hundred thousand zloty),---
 - b) the Contractor's third party liability in respect of business activity conducted thereby, covering at least damage suffered by third parties due to death, bodily injury, health disorder (personal damage) or as a result of loss, destruction or damage to own property or property of any third parties, specifically the Building itself, as well as the damage caused by mistake (property damage) which have occurred in relations to the construction works performed on the basis of the Design Plans and Specifications, being consequences of breach of the Agreement, in particular Defects to the Design Plans and Specifications or for any other reason at default of the Contractor or any other person used by the Contractor when performing the Agreement, subject to an insured sum not lower than PLN 1,000,000.00 (one million zloty),---
 - c) if the executed insurance contract provides for clauses concerning co-payment or deductible, they shall be charged against the Contractor, not the Contracting Authority.---
3. The insurance contracts referred to in point 1 shall provide for indemnity payable on Polish zloty, without any restrictions.---
4. The cost of the contract or contracts referred to in point 1, specifically insurance premiums, shall be fully covered by the Contractor.---
5. The Contractor shall provide the Contracting Authority with the documents confirming that the insurance contract has been executed within extent determined by the



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Agreement, including in particular a copy of the insurance contract and insurance policy, on or before the date of executing the Agreement.---

6. If the above specified timeframe is extended, the Contractor shall prolong the insurance cover under the terms and conditions determined in points 1-4, through providing the Contracting Authority with the documents which will confirm that the insurance contract has been executed, including in particular a copy of the insurance contract and insurance policy, within at least a month prior to expiry of the previous insurance contract. If the insurance cover is not prolonged or such prolongation is effected in the manner that does not comply with the terms and provisions of points 1-4 or if the Contractor fails to produce a relevant insurance document within the timeframe specified in point 4, the Contracting Authority may take out, for and on behalf of the Contractor and at its expense, a relevant insurance cover provided for in points 1 and 2, and it may deduct the costs paid thereunder from the amounts due and payable to the Contractor.---
7. The produced insurance contracts shall be accepted by the Contracting Authority, and the Contractor shall not make any amendments to the terms and conditions of the insurance cover, without the Contracting Authority's prior written consent, otherwise null and void.---

§ 5

General Obligations of the Contracting Authority

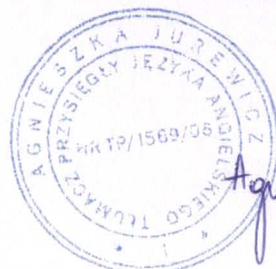
The obligations of the Contracting Authority include:---

- 1) making the site on which the Building is to be constructed available to the Contractor, within extent necessary for the Contractor to perform the Agreement;---
- 2) granting the Contractor powers of attorney under the Agreement;---
- 3) acting upon consultation with the Contractor when performing the Agreement;---
- 4) paying the Contractor the fee due and payable for the works performed and accepted in the manner that complies with the Agreement.---

§ 6

General Requirements concerning Design Plans and Specifications

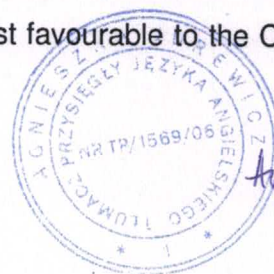
1. The Contractor hereby warrants that the Design Plans and Specifications developed thereby:---
- 1) shall comply with the Agreement, the Contractor's Bid, current state of the art, binding construction rules and practice and guidelines of the Contracting Authority and the Competition Jury, applicable technical standards, including Polish Standards and laws and regulations that are in force on the date of delivery of a specific portion of the Design Plans and Specifications, and in particular with:---
 - a) the Act of 7 July 1994, the Construction Law (consolidated text, Journal of Laws of 2017, item 1332),---
 - b) the Act of 29 January 2004, the Public Procurement Law (consolidated text, Journal of Laws of 2015, item 2164, as amended),---
 - c) the Act of 18 July 2001, the Construction Law (consolidated text, Journal of Laws of 2017, item 1121),---
 - d) the Act of 27 April 2001, the Environmental Law (consolidated text, Journal of Laws of 2017, items 519, 785, 898, 1089, 1529, 1566),---
 - e) the Ordinance of the Minister of Infrastructure of 12 April 2002 on the Technical Conditions to be fulfilled by the buildings and their location (consolidated text, Journal of Laws of 2015, item 1422),---



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[Signature]

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- f) the Ordinance of the Minister of Transport, Construction and Marine Economy of 25 April 2012 on the detailed scope and form of the building design (Journal of Laws of 2012, item 462, as amended),---
 - g) the Ordinance of Infrastructure and Development of 22 September 2015 amending the Ordinance of the detailed scope and form of the building design (Journal of Laws of 2015, item 1554),---
 - h) the Ordinance of the Minister of Transport, Construction and Marine Economy of 25 April 2012 on the determination of geotechnical conditions to construct building structures (Journal of Laws of 2012, item 463),---
 - i) the Act of 4 February 1994 on Copyright and Related Rights (consolidated text, Journal of Laws 2017, item 880),---
 - j) the Ordinance of the Minister of Infrastructure of 18 May 2004 on the determination of methods and grounds to prepare the investor's cost estimate, calculate the costs of design works and prospected costs of construction works specified in the operational and usage programme (Journal of Laws of 2004, No 130, item 1389),---
 - k) the Act of 23 April 1964, the Civil Code (consolidated text, Journal of Laws of 2017, item 459),---
 - l) the Architects Professional Code of Ethics,---
 - m) the Act of 27 March 2003 on Spatial Planning (consolidated text, Journal of Laws of 2017, item 1073),---
 - n) the Ordinance of the Minister of Development of 26 July 2016 on the types of documents which may be requested by the Contracting Authority to be provided by the Contractor in the procurement procedure (Journal of Laws of 2016, item 1126).---
2. The Contractor hereby warrants that the Design Plans and Specifications shall be developed as completed in terms of its intended purpose.---
3. The Designs Plan and Specifications, including their specific components shall be used for the following purposes:---
- 1) obtaining a final building permit (not to be challenged in administrative procedure);---
 - 2) preparing the description of the contract for the purpose of unlimited procurement or any other procurement procedure for the construction works performed on the basis of the Design Plans and Specifications which will be awarded in compliance with the Public Procurement Law, and determining the valued of the contractor for such construction works in compliance with the Public Procurement Law;---
 - 3) performing construction works involving the construction of the Building.---
4. The Contracting Authority allows for an option that the Design Plans and Specifications could contain indications of trademarks, patents or origin, source or specific process which characterizes products or services delivered by a specific contractor, if reasonable, and such indications contains words "or equivalents". In these circumstances, the Contractor shall specify equivalence parameters.---
5. The obligations of the Contractor in the field of preparing the Design Plans and Specifications include in particular:---
- 1) following guidelines and recommendations of the Contracting Authority;---
 - 2) providing the Contracting Authority or persons indicated thereby with any and all information concerning the Design Plans and Specifications and explaining any and all doubts concerning the Design Plans and Specifications, as well as solutions contained therein;---
 - 3) promptly informing the Contracting Authority about all significant circumstances which may affect the timeframes to perform the Agreements or relevant costs or any prospective costs of implementing the investment;---
 - 4) applying and proposing solutions which will prove most favourable to the Contracting Authority from economic and technical perspective.---



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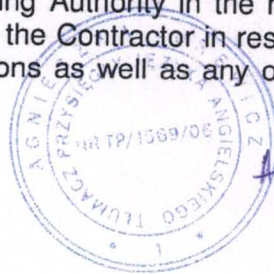
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6. The Contractor shall develop the Design Plans and Specifications in the manner whereby the sum of amounts contained in duly prepared investment cost estimates, referred to in § 2.2.3.d of the Agreement, shall not exceed a gross amount of PLN 65 000 000.00 (in words: sixty five million zloty). The amount specified in the previous sentence may be changed in compliance with § 19 of the Agreement.---

§ 7

Delivery and Acceptance of Stages of the Agreement

1. The Parties hereby agree that the deliverables developed under a specific stage of performing the Agreement, including the Design Plans and Specifications, shall be delivered at the registered office of the Contracting Authority.---
2. The Contractor shall incorporate into the Design Plans and Specifications, as developed under a specific stage, all other deliverables developed under a specific stage, including a written statement whereby a specific stage has been completed in compliance with the terms and conditions of the Agreement, the Contractor's Bid filed and accepted by the Contracting Authority as well as the requirements which apply to the laws and regulations in force on the date of the deliverables delivery, including the Design Plans and Specifications developed under a specific stage, guidelines and instructions of the Contracting Authority, guidelines and instructions of the Competition Jury, applicable technical standards, including Polish and European Standards, current state of the art, binding construction rules and practice, taking into consideration the Architect Professional Code of Conduct and that the foregoing completed documents are provided to the Contracting Authority.---
3. The foregoing delivery shall be confirmed by the Delivery Report to be executed by the Contracting Authority and the Contractor.---
4. The Contracting Authority shall evaluate the advancement of works performed during a specific stage, including the Design Plans and Specifications, within 10 (ten) Working Days from the date of executing the Delivery Report, in terms of their compliance with the terms and conditions of the Agreement.---
5. If the deliverables provided under a specific stage, including the Design Plans and Specifications as well as any other works, prove incomplete or do not comply with the requirements set forth in the Agreement, the Contracting Authority shall produce its written reservations to the Contractor within the timeframe specified in point 4 hereinabove. After delivery of reservations, the Contractor shall, within 10 (ten) Working Days, make relevant corrections or explain doubts concerning the works performed during a specific stage, including the Design Plans and Specifications or provide detailed justification of refusal to make such corrections.---
6. Should there be no reservations to the provided deliverables, including the Design Plans and Specifications performed under a specific stage, the Contracting Authority and the Contractor shall execute the acceptance report for a specific stage. The Contracting Authority may refuse to accept a specific stage until the date of executing the acceptance report without any comments or reservations concerning the previous stage.---
7. For the repeated delivery of the deliverables, including the Design Plans and Specifications prepared under a specific stage, to the Contracting Authority, the procedure for delivery and acceptance shall be again conducted in compliance with the provisions of points 1-6 hereinabove.---
8. If the deliverables delivered to the Contracting Authority in compliance with point 7 hereinabove, including the Design Documentation and the works completed under a specific stage, do not comply with the requirements set forth in the Agreement and do not comply with the reservations made by the Contracting Authority in the manner set forth in point 5 hereinabove, or the explanation made by the Contractor in respect of the deliverables, including the Design Plans and Specifications as well as any other works



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performed under a specific stage or justifying the refusal to remove irregularities reported by the Contracting Authority, prove not to be sufficiently and substantially justifiable in the opinion of the Contracting Authority, the Contracting Authority may withdraw from the Agreement within 14 (fourteen) days from the date of providing the Contracting Authority with the relevant deliverables, including the Design Plans and Specifications, in compliance with point 7 hereinabove.---

§ 8
Author's Supervision

1. At each request of the Contracting Authority, the Contractor shall perform the author's supervision when performing the construction works on the basis of the Design Plans and Specifications.---
2. When performing the author's supervision, the Contractor shall inspect the construction site at each request of the Contracting Authority or a supervision inspector or construction site manager acting on its behalf. The activities performed under the author's supervision shall be certified and confirmed through signing a relevant report by the Contractor and Contracting Authority.---
3. The author's supervision shall include specifically:
 - 1) supervising, when performing the construction works on the basis of the Design Plans and Specifications, the compliance with technical, material and usable solutions with the Design Plans and Specifications,---
 - 2) if the Design Plans and Specifications provides for any indication of the trade marks, patents or origin, source or special procedure which characterizes products or services delivered by a specific contractor if it proves reasonable, including the indication of equivalence parameters – controlling equivalence parameters,---
 - 3) completing the Design Plans and Specifications and explaining to the Contracting Authority contractor of construction works any and all doubts which are reported when performing these works, on the basis of the Design Plans and Specifications,---
 - 4) participation in technical meetings,---
 - 5) participation in acceptance of specific portions of the construction works performed on the basis of the Design Plans and Specifications, upon consultation of such participation with the Contractor,---
 - 6) participation in the final acceptance of the Building,---
 - 7) participation in preparing as-built documentation and its approval, including all the changes introduced to the Design Plans and Specifications when performing the construction works on the basis of the Design Plans and Specifications.---
4. When performing author's supervision, the Contractor shall promptly arrive at the site where the construction works are performed on the basis of the Design Plans and Specifications, i.e. not later than on the Working Day following the day of request by one of the persons indicated in point 2 hereinabove, by making entry into the construction log, to be confirmed by telephone or fax.---
5. The Contractor shall promptly fulfil any and all obligations hereunder.---

§ 9
Term of the Contract

1. The Contractor hereby undertakes that the Contract shall be performed within the following timeframes:---
 - 1) Fulfilling the obligations under specific stages I-III of performing the Contract, not later than within 12 months from the date of signing the Contract, with reservation that:---



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- a) stage I: not later than within months from the date of signing the Contract;---
 - b) stage II: not later than within months from completing Stage I,---
 - c) stage III: not later than within months from completing Stage II,---
- with reservation that the completion of each of the foregoing stages involves signing the acceptance report for a specific stage of performing the Contract without any objections or reservations on the part of the Contracting Authority,---
- 2) performing author's supervision as provided for in stage IV – in compliance with the dates referred to in § 8 of the Contract,---
 - 3) fulfilling the obligations under the decisions, opinions, arrangements and checks, referred to in § 2.2.2 and 2.2.3 of the Contract, not later than within 2 Working Days prior to expiry of the dates indicated in the above specified decisions, opinions, arrangements and checks.---
2. The Institute may suspend the performance of the Contract if an appeal is filed against the building permit concerning the performance of the construction works on the basis of the Design Plans and Specifications until the moment of obtaining a legally valid building permit (e.g. a final decision which will not be challenged by court) concerning the construction works to be performed on the basis of the Design Plans and Specifications.---

§ 10
Fee

- 1. The Contractor shall be paid a flat-rate gross fee of PLN (in words:) for performing the entire subject of the Contract.---
- 2. The fee referred to in point 1 hereof shall be payable in the following instalments:---
 - 1) a gross amount of PLN (in words: zloty) payable on the basis of the invoice issued by the Contract after signing the acceptance report for Stage I, without any objections or reservations on the part of the Contracting Authority,---
 - 2) a gross amount of PLN (in words: zloty) payable on the basis of the invoice issued by the Contract after signing the acceptance report for Stage II, without any objections or reservations on the part of the Contracting Authority,---
 - 3) a gross amount of PLN (in words: zloty) payable on the basis of the invoice issued by the Contract after signing the acceptance report for Stage III, without any objections or reservations on the part of the Contracting Authority,---
 - 4) a gross amount of PLN (in words: zloty) payable on the basis of the invoice issued by the Contractor in respect of the obligations set for the Stage IV, including specifically author's supervision, each month when performing the construction works on the basis of the Design Plans and Specifications until the date of performing the last action of the author's supervision performed by the Contractor, i.e. after acceptance of the as-built documentation concerning the construction works involving the construction of the Building.---
- 3. Each portion of the fee shall be payable within 30 days from the date of a correct invoice delivered to the Contracting Authority, that will comprise a specific portion of the fee, by a bank transfer to the Contractor's bank account to be indicated each time in the invoice.---
- 4. The Parties hereby mutually agree that the date of debiting the Contracting Authority's bank account shall be considered the date of payment.---
- 5. The amount specified in point 1 hereinabove shall not be subject to any increase. The Contractor shall not refer to omission or mistake in the documents delivered thereto by the Contracting Authority in order to increase the fee.---
- 6. The fee referred to in point 1 constitutes the fee for all the works under the Contract and attachments hereto which will prove necessary in order to commence construction works and perform the Contract, specifically the fee for developing the Design Plans and Specifications. Each portion of the fee includes the fee for transferring the rights referred



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to in § 11 of the Contract, within all the fields of exploitation, with regard to the Works performed under the stage for which a portion of the fee is due and payable.---

§ 11
Copyright

1. Within extent where as a result of performing the Agreement the works are created (jointly hereinafter referred to as the "Works") and copyrighted on the basis of the Act of 4 February 1994 on the Copyright and Related Rights, the terms and conditions of this § 11 shall apply.---
2. The Contractor shall ensure that it will be able to freely use the Works and the rights to the Works in the manner whereby the Contracting Authority will be able to acquire all the rights provided for herein under the terms and conditions specified herein. The Contract acquire, in a defective and legally effective manner, from third parties and co-works and employees of the Contractor, the rights within extent considered necessary for the Contractor to fully and duly perform the Agreement, including the provisions concerning the transfer and establishing rights in favour of the Contracting Authority.---
3. The Contractor hereby represents and warrants that the Works shall be free from any defects and encumbrances.---
4. The Contractor shall transfer to the Contracting Authority the ownership right of the copies of the Works and delivered information storage devices on which the Works have recorded as well as copyright to the Works including all the fields of exploitation known at the moment of executing the Agreement, and in particular:---
 - a) making copies using any technique (including printing, reprographic, magnetic recording and digital technique, in any system or format; on all the information storage devices, uploading, downloading), digitization,---
 - b) marketing, rental or lease of an original or copies,---
 - c) public performance, staging, display, reproducing and transmission (wireless or wired, by ground station or satellite) and re-transmitted, using any system, technique or format, and making the work publicly available in the manner where everyone could have access thereto at a place and time selected thereby, made available as video-on-demand, making available as Disc on Demand and in the "cloud" model, webcasting, simulcasting, and making available using streaming, high definition technology and 3D technology, as well as under any available telecommunication services, using any systems and devices (e.g. fixed telephones and/or mobiles, tablets, stationary and/or mobile computers, as well as data transfers using all available techniques, e.g. GSM, UMTS, etc., using data transfer transmission networks),---
 - d) using in a multimedia work,---
 - e) using to perform construction works and in all related procedures,---
 - f) introducing to memory of a computer or any other device, making available through the IT network (including specifically the Internet, multimedia networks and IPTV), as well as allowing for an option to multiply using the IT network.---
5. The Contractor shall transfer to the Contracting Authority an exclusive right, subject to no time and territorial constraints, to authorise to execute derivate copyright to the Works, specifically to authorise to dispose and use the Works' studies. The Contractor shall ensure that the authors of the Works will not undertake actions which would limited this right in future. The transfer of the right hereunder shall take effect at the moment of signing the stage III report on performing the Agreement, without any objections or reservations on the part of the Institute, and partially in case of withdrawing from the Contract – on the basis of § 16 of the Agreement or on the basis of laws and regulations – at the moment of withdrawing from the Agreement.---



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6. The Contracting Authority may use the Works and/or their studies, entirely and in fragments, and to introduce any and all changes and/or modifications to the works and to combine the Works with any other works or artistic performances.---
7. The Contractor shall ensure that works on the Design Plans and Specifications under the Agreement be supervised by its authors. The foregoing provisions shall be duly applicable to the changes and/or modifications to the Works as introduced in connection with the author's supervision.---
8. Subject to point 5 hereinabove, establishing and transfer of all the rights to the Works specified herein, including the Design Plans and Specifications, shall take effect at the moment of paying the fee for the completion of the stage under which the Work has been developed, including in particular a specific portion of the Design Plans and Specifications.---

§ 12
Liability

1. The Contractor shall be held liable for the damage which occurs in connection with the performance of the Agreement, specifically the Defects, including errors or the lack of complete Design Plans and Specifications specifically, in particular where there has emerged or may emerge damage, lowering usable parameters or damage to the Building, as well as any destruction or damage which has occurred or may have occurred in relation to errors, mistakes, deficiencies or incompleteness of the Design Plans and Specifications when performing the construction works on the basis of the Design Plans and Specifications, including specifically bodily injury or death of people.---
2. The Contractor shall be also held liable for any and all damage if it is related to the performance of the works that constituted the subject of the Agreement.---
3. The Contractor shall be held liable for actions or omissions of all the persons and entities used thereby when performing the Agreement, like for its own actions and omissions.---
4. The Contractor shall be held liable towards third parties for damage and other events which occur in connection with performing construction works on the basis of the Design Plans and Specifications and which are caused by breach of the Agreement, and specifically the defects in the Design Plans and Specifications or for any other reason at default of the Contractor or any other person used by the Contractor to perform the Agreement, unless the Contracting Authority or a third party for which the Contracting Authority holds exclusive liability for such damage.---
5. The contractor shall be held liable for the quality of works which constitute the subject of the Agreement, as well as completeness and usability of the Design Plans and Specifications, specifically due to their purposes.---
6. The Contractor shall reimburse to the Contracting Authority all the costs incurred thereby in relations to compensatory claims filed thereby against the Contracting Authority in respect of the damage suffered, for which the Contractor is held liable under the Contractor, specifically compensation paid, court fees, and costs of legal representation.---
7. If the Contracting Authority is authorised to reduce the fee due to the Contractor's failure to perform or inappropriate performance of the Agreement, and the manner of such reduction is not indicated in the Agreement, the foregoing shall mean the reduction of the fee by an amount which the Contracting Authority would actually pay or is or would be obliged to pay to third parties that will perform the specified works acting as the Contractor's substitute or the entities engaged thereby.---
8. If during the term of the Agreement there occurs a need to conduct additional works, including design works which the Contractor should have predicted or if, at default of the Contractor or any other person used by the Contractor to perform the Agreement, there



Agreement
signature

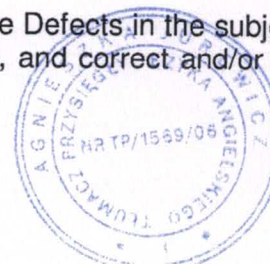
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occurs a need to perform additional works due to the breach of the Agreement or for any other reason at their default, the Contractor shall cause that such additional works be performed at its own expense. In addition, the Contractor shall assume all the consequences resulting from a possible delay in the performance of the Agreement which is caused by a need to perform these works.---

9. Should any third party file any claim against the Contracting Authority in respect of the infringement of copyright, including moral rights and property rights, if such infringement occurs due to the Contractor's inappropriate performance of the Agreement, the Contractor shall:---
- a) assume full liability for occurrence as well as the effects of the above specified events;
 - b) if the case is referred to be examined in court, it shall joint the proceedings on the side of the Contracting Authority and shall cover all the costs related to the Contracting Authority's participation in court proceedings and possibly enforcement proceedings, including costs of legal counsel in the proceedings;---
 - c) shall pay all the costs related to possible coverage of property and non-property claims related to the infringement of copyright or moral rights of a person or persons filing such claims.---
10. The Contractor shall not refer to the compliance of the designs developed under the Agreement with the Competition entry which has been selected and awarded following the Competition for the Conceptual Urban and Architectural Design of the International Centre for Music in Żelazowa Wola organised by the Contracting Authority, with the aim being to exclude its liability for the Defects in the subject of the Agreement, including the Defects in the Design Plans and Specifications.---

§ 13
Warranty and Guarantee

1. The Contractor shall be held liable towards the Contracting Authority under the warranty for the Defect in the subject of the Agreement, including legal defects and defects in the Design Plans and Specifications, under the terms and conditions specified in the Civil Code, during the period from the date of signing the Stage III Acceptance Report without any objections and reservations on the part of the Institute till after expiry of 60 (sixty) months counted from the date of obtaining a final occupancy period, with regard to the construction works performed on the basis of the Design Plans and Specifications, and if the Contracting Authority waives applying for such permit and such waiver complies with laws and regulations, to be counted from the date of obtaining the right to commence to use of the Building, but not longer than till after expiry of 8 (eight) years from the date of signing the Stage III Acceptance Report without any objections and reservations on the part of the Institute.---
2. The Contractor hereby grants the Contracting Authority the guarantee for the subject of the Agreement in respect of the lack of Defects in the Design Plans and Specifications, including design solutions, during the period from the date of signing the Stage III Acceptance Report, without objections and reservations on the part of the Institute till after expiry of 60 (sixty) months counted from the date of obtaining a final occupancy permit, in respect of the construction works performed on the basis of the Design Plans and Specifications, and if the Contracting Authority waives applying for such permit and such waiver complies with laws and regulations, to be counted from the date of obtaining the right to commence to use the Building, but not longer than till after expiry of 8 (eight) years from the date of signing the Stage III Acceptance Report, without any objections and reservations on the part of the Institute.---
3. Under the guarantee, the Contractor shall remove all the Defects in the subject of the Agreement, including the Design Plans and Specifications, and correct and/or repair all



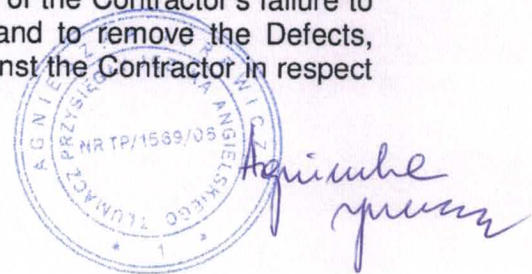
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the damage caused by the Defects in the subject of the Agreement, including the Design Plans and Specifications, which will be reported during the guarantee period and which will result from inappropriate preparation of the Design Plans and Specifications or any action or omission on the part of the Contractor.---

4. The guarantee and/or warranty term recommences at the moment of removing the Defect. If the Defects prevent the Contracting Authority from using the Design Plans and Specifications or deliverables, in the manner determined in the Agreement, the guarantee and/or warranty term recommences only at the moment of obtaining such an option after removing the Defect.---
5. The claims under warranty and guarantee are valid if the Defect is reported with the Contractor during the warranty and/or guarantee period.---
6. The Contracting Authority shall notify the Contractor of the Defect in writing setting also the date to remove the Defect not shorter than 3 Working Days, unless due to a nature of the Defect the Contractor shall undertake immediate actions. The Parties may agree in writing another date to remove the Defect, indicating their specificity.---
7. The Contractor shall commence to remove the Defects promptly upon obtaining the notification referred to in point 6 hereinabove.---
8. The Defect removal shall be confirmed by a report.---
9. Upon obtaining the Contractor's consent, the Contracting Authority may remove the Defects acting as a substitute to the Contractor, at its risk, and charge it with all the costs payable thereunder.---
10. If the Contractor fails to remove the Defects or the Defects are removed in an inappropriate manner or the Defects are not timely removed, the Contracting Authority may, apart from the authorities held thereby on the basis of the Civil Code, remove the Defect acting as the Contractor's substitute, at its expense and risk, without a need to obtain its consent.---
11. If the existing Defects constitutes a threat to life, health or property of a significant value, the Contracting Authority may, upon prior notification of the Contractor, in each case remove the Defect, at the Contractor's expense and risk, without a need to obtain its consent.---
12. Where the Defect is removed by any other entity in the above specified circumstances, the Contractor is not released from obligations under warranty and guarantee.---
13. The Contractor shall remove the Defect at its own expense.---
14. The guarantee shall not exclude, limit or suspend the authorities of the Contracting Authority under warranty for Defects in the subject of the Agreement.---
15. The awarded warranty and guarantee shall not violate the Contracting Authority's right to claim that the damage be remedied up to a full value, under the terms and conditions determined in the Civil Code.---
16. Irrespective of the liability for removing the Defects, the Contractor shall be held liable for any and all defects which have occurred as a result of the Defect.---

§ 14
Good Performance Bond

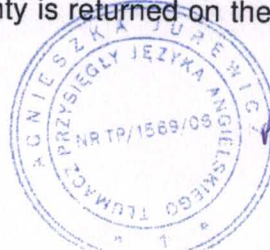
1. Prior to signing the Agreement, the Contractor shall pay the good performance bond of the Agreement under the terms and conditions determined in the Public Procurement Law, in an amount being an equivalent of 10% of the gross price referred to in the Contractor's Bid.---
2. The purpose of the good performance bond for the Agreement is to secure and possibly satisfy the Contracting Authority's claims in respect of the Contractor's failure to perform or inappropriate performance of the Agreement, and to remove the Defects, specifically the claims filed by the Contracting Authority against the Contractor in respect



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of paying the contractual penalties, coverage of costs of substitute performance and reimbursed of the obtained portion of the fee.---

3. The Contractor shall ensure that the good performance bond will be valid during the entire term of the Agreement and during the term of warranty and quality guarantee under the Agreement. The Contractor shall promptly inform the Contracting Authority about actual and legal circumstances which affect or may affect the effectiveness of the good performance bond provided in respect of the Agreement and an option to execute and the extent of the rights executed by the Contracting Authority thereunder.---
4. If the validity of the good performance bond provided in respect of the Agreement is shorter than the required validity period, the Contractor shall establish another security in respect of the good performance of the Agreement not later than 60 (sixty) days prior to the expiry of a current security.---
5. If the Contractor fails to provide the Contracting Authority, within the timeframe referred to in point 4 hereinabove, with another good performance bond of the Agreement, the Contracting Authority will be authorised to execute a current security through withdrawing an entire amount of the good performance bond valid on the date of filing a relevant claim or deducting a due amount from the amounts due and payable to the Contractor which are to be withdrawn on the soonest possible date. The Contracting Authority shall return the Contractor the funds obtained in respect of the good performance bond upon the Contractor's producing another security or within the timeframe set to return a specific portion thereof.---
6. If the form of security changes during the term of the Agreement, it is necessary to preserve the continuity the good performance bond and its value, including:---
 - 1) if the good performance bond of the Agreement is submitted in the form of a bank guarantee or insurance guarantee, such bond shall be irrevocable, unconditional, payable on first demand of the Contracting Authority, it shall not contain a prohibition to transfer the rights under the guarantee. The Contracting Authority is authorised to make one or more withdrawals from the bank guarantee or insurance guarantee in order to pay any amount which, in the Contracting Authority's opinion, is due to the Contracting Authority from the Contractor, only on the basis of a statement made by the Contracting Authority and filed with the bank or the insurer that has issued the bank guarantee or the insurance guarantee about the Contractor's delay in making these payments,---
 - 2) if the good performance bond of the Agreement is made in the form of a bank guarantee or a guarantee issued by saving and credit cooperative financial institutions, it is to be a term guarantee and shall not introduce the conditions concerning guarantor's liability other than these specified in absolutely applicable laws and regulations,---
 - 3) If the good performance bond is paid in cash, a relevant amount shall be transferred to the bank account indicated by the Contracting Authority, indicating the number of the public procurement procedure. The submission of the security in respect of good performance of the Agreement takes effect at the moment of crediting the Contracting Authority's bank account.---
7. The Contracting Authority is a beneficiary of the good performance bond.---
8. The costs of the good performance bond shall be paid by the Contractor.---
9. Upon completing the stage IV and the Contracting Authority's acknowledging that until that moment the works were duly performed the amount left to satisfy the claims during the term of the warranty for the Defects is limited up to 30% of the security value, and the security which exceeds this amounts is returned within 30 days from the date of obtaining a final (i.e. not to be challenged during administrative procedure) occupancy permit in respect of the construction works performed on the basis of the Design Plans and Specifications. The security of claims under the warranty is returned on the 15th day after expiry of the warranty term.---



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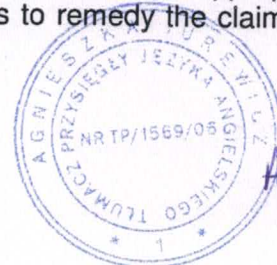
10. The Contracting Authority may file claims to be satisfied under the good performance bond, if any amount due and payable to the Contracting Authority from the Contractor covered thereby is not paid within 7 days from the date of the Contractor's receipt of a written payment request.---
11. The good performance bond of the Agreement paid in cash shall be reimbursed including interest under the agreement on the bank account maintained for the Contracting Authority on which it has been deposited, as reduced by the costs of keeping the bank account and a bank commission for transfer of funds to the Contractor's bank account.---
12. The withdrawals of the amounts in respect of the execution of the good performance bond under the Agreement shall not prevent from or limit in any manner whatsoever claimed contractual penalties, compensation or any other amounts due to the Contracting Authority within a portion in which the above specific amounts are not sufficient to cover all these amounts due or do not prevent from or do not limit the execution of any other rights or remedies due and payable to the Contracting Authority.---

§ 15
Contractual Penalties

1. The Contractor shall pay the following contractual penalties to the Contracting Authority:---
 - 1) due to the Contractor's failure to satisfy the timeframes to perform the Agreement specified in § 8 and 9 hereof - in an amount of% of the gross fee referred to in § 10.1 hereof, for each commenced day of delay,---
 - 2) for delay in removing the Defects reported during the warranty or guarantee periods - in an amount of % of the gross fee referred to in § 10.1 of the Agreement for each commenced day of delay;---
 - 3) for terminating the Agreement at the Contractor's default - in an amount of 30% of the gross fee referred to in § 10.1 of the Contract,
 - 4) due to the breach of § 6.6 of the Agreement - in an amount of ...% of the gross fee referred to in § 10.1 of the Agreement, for each consecutive 0.5% breach of the limit,-
 - 5) due to the breach of the terms and conditions of the Agreement which the above specified circumstances do not concern, in an amount of % of the gross fee referred to in § 10.1 of the Agreement,---
for each breach.---
2. The Contracting Authority may claim compensation transferring contractual penalties if the damage incurred thereby exceeds the value of contractual penalties.---
3. The Contracting Authority may deduct contractual penalties from the fee due and payable to the Contractor.---

§ 16
Withdrawal from the Agreement

1. The Contracting Authority may withdraw from the Agreement within 30 days from the date of being notified about the circumstances which justify such withdrawal, but not later than within 8 years from the date of executing the Agreement.---
2. The Contracting Authority may execute a portion of or entire Agreement, if any of the following circumstances occur:---
 - 1) the Contractor fails to perform or inappropriately performs the Agreement, at its default, and despite a written request to do perform the works or appropriately perform the Agreement within the agreed timeframe, fails to remedy the claims filed by the Contracting Authority,---



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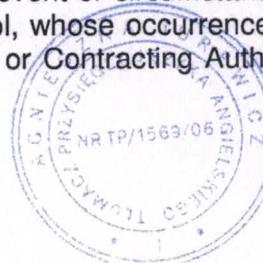
- 2) the Contractor has failed to commence the Works under the Agreement or is in delay with performing the works hereunder to such extent whereby the satisfaction of the timeframes determined in the Agreement and the Schedule proves impossible, not at default of the Contracting Authority,---
- 3) the Contractor shall commission the works to the person or a third party or assigns the rights under the Agreement, without the Contracting Authority's consent,---
- 4) the Contractor's statements referred to in § 11 of the Agreement prove untrue.---
3. In case of a significant change of the circumstances whereby the performance of the Agreement does not prove in public interest, which could not have been predicted at the moment when executing the Agreement, or should further performance of the Agreement threaten a significant interest of state security or public security, the Contracting Authority may withdraw from the Agreement within 30 days from the date of being notified of the foregoing circumstances; in these circumstances, the Agreement may request only the fee due and payable in respect of performing a relevant portion of the Contract.---

§ 17
Communication

1. The Contracting Authority hereby represents that the following person is authorised to represent the Contracting Authority when performing the Agreement: , tel. , e-mail: ---
2. The Contractor hereby represents that the following person is authorised to represent the Contractor when performing the Agreement: , tel. ,
e-mail: ---
4. The persons indicated in points 1 and 2 hereinabove are authorised to make arrangements related to the performance of the Agreement.---
5. The persons indicated in points 1 and 2 hereinabove are not authorised to amend the Agreement or make statements on withdrawing from the Agreement, unless they obtain a relevant written authorisation.
6. Any change of persons referred to in points 1 and 2 hereinabove shall be confirmed in writing and shall not constitute an amendment to the Agreement.---
7. The Parties hereby indicate the following correspondence addresses:---
 - a) to the Contracting Authority: Narodowy Instytut Fryderyka Chopina ul. Tamka 43, 00-355 Warszawa;---
 - b) to the Contractor: ---
8. Any and all correspondence forwarded at the addresses specified in point 6 hereinabove by a registered letter is considered delivered on or before the 21st day of the timeframe to send a letter.---
9. A change of the addresses indicated in the Agreement shall not constitute an amendment hereto and may be introduced by the concerned Party and becomes effective towards the other Party after its written notification.---
10. Communication addressed to the Agreement may be delivered specifically to a person indicated in point 2 hereinabove, and the Contractor hereby authorises this person to collect correspondence on its behalf. The person specified in the previous sentence, who collects correspondence addressed to the Contractor, shall acknowledge its receipt and indicate the date of its obtaining.---

§ 18
Force Majeure

1. A "Force Majeure" event shall mean an extraordinary event or circumstance which is beyond the Contractor's or Contracting Authority's control, whose occurrence could not have been prevented by the rationally acting Contractor or Contracting Authority, even



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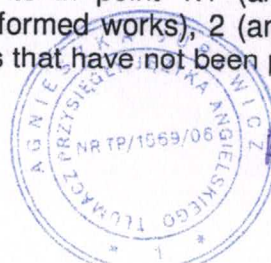
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when acted with due diligence, and which they could not counteract which could not be reasonably assigned to the Contractor or Contracting Authority and is beyond their control. In particular, following the foregoing provisions, a force majeure event means earthquake, flood, fire, hurricane, natural disaster, epidemic, other events caused by forces of nature, strikes, military actions, export and import embargoes, failures whose repair is beyond the Parties' control, death or a serious disease of any of the designers.--

2. The Party shall notify the other Party, in writing and not later than within 48 hours, of the Force Majeure event. A failure to forward such notification will mean that the Force Majeure event has not executed, including all the consequences to the Party that has failed to provide it. Upon reporting the Force Majeure event, the Contractor and the Contracting Authority shall jointly undertake all the reasonable measures in order to prevent or reduce the effects of the Force Majeure event on the subject of the Agreement.--

§ 19
Amendments

1. Pursuant to Article 144.1 of the Public Procurement Law, the Contracting Authority provides for an option to introduce significant amendments to the terms and conditions of the Agreement against the Contractor's Bid, should there emerge any of the following circumstances:
 - 1) a delay at default of the Contractor or Contracting Authority when obtaining formal and legal documents and prolonging of the procedure to obtain decisions, opinions, arrangements and checks by the public administration authorities and other entities to exceed the deadlines indicated in currently applicable laws and regulations or customary deadlines set for such procedures;---
 - 2) activities of third parties which prevent from performing the Agreement, and which are beyond control of any of the Parties;---
 - 3) reasonable changes in the scope of performing the Agreement proposed by the Contracting Authority or the Contractor if these changes are favourable to the Contracting Authority;---
 - 4) amendments to applicable laws and regulations;---
 - 5) changes to the rates of the tax on goods and services;---
 - 6) the Contractor's failure to perform any of the works;---
 - 7) a Force Majeure event which prevents from performing the Agreement in compliance with its terms and conditions;---
 - 8) limitation of the subject of the public procurement, specifically where the Contracting Authority was not able in such circumstances to predict or where such limitation results from resignation from some of the works, if a failure to make such resignation would cause damage on the part of the Contracting Authority or such resignation would result from the lack of or a change of administrative decisions;---
 - 9) a need to award additional contracts referred to in Article 144.1 of the Public Procurement Law;---
 - 10) if the value of financing to construct the Building by the Contracting Authority's organiser is different from the value referred to in § 6.6 of the Agreement.---
2. The Contracting Authority provides for an option to amend the Agreement in terms of:---
 - 1) extending the deadlines to perform the Agreement in the circumstances referred to in points 1.1 – 1.4, 1.7 and 1.9,---
 - 2) the fee for performing the Agreement, referred to in point 1.1 (amendment involving lowering the fee by the value of not performed works), 2 (amendment involving lowering the fee by the value of the works that have not been performed



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due to activities of third parties or increasing the fee by the value of the works that are necessary to perform the Agreement and related to the activities of third parties), 3 (amendment which depends upon the change of the costs related to the change of a manner to perform the Agreement), 4 (change of the fee resulting from amendments to applicable laws and regulations), 5 (amendment limited to the change of the fee resulting from the change of a tax rate, a net price shall remain unchanged, the Agreement gross price will be increased), 6-8 (amendment involving lowering the fee by the works that have not been performed), 9 (amendment involving the increase of the fee by the value of additional contracts),---

- 3) the scope of works in the circumstances referred to in point 1.2 (reduction of the subject of the Agreement by the works that have not been performed or extension of the subject of the Agreement by the works necessary to complete the Agreement due to activities of third parties), 3 (change of the scope of works depending upon a changed manner to perform the Agreement), 6 and 8 (reduction of the scope of works against the limitation or a failure to perform the Agreement), 7 (reduction of the scope of works by the works that have not been performed or increase of the works by the works necessary to perform the Agreement due to the Force Majeure event),---
- 4) resulting from the amendment introduced into laws and regulations in the circumstances provided for in point 1.4,---
- 5) the amount referred to in § 6.6 of the Agreement, in the circumstances referred to in point 1.10 hereinabove.---

§ 20
Final Provisions

1. The Agreement shall enter into force on the date of its execution by the Parties.---
2. The headings of sections are included only to ensure convenience and are not binding in terms of interpretation of their terms and conditions.---
3. In terms of any discrepancies between the content of appendices to the Agreement and the content of the Agreement, the content of the Agreement shall be binding.---
4. Any and all disputes related to or connected with the Agreement shall be settled by a competent court with jurisdiction over the registered office of the Contracting Authority.---
5. If the Contractor comprises numerous entities that jointly oblige to perform the Agreement on the basis of a consortium agreement (hereinafter referred to as the Consortium), the following terms and conditions shall also apply:---
 - 1) the entities which comprise the Consortium are jointly and severally liable before the Contracting Authority for the performance of the Agreement as well as all the obligations of the Contracting Authority thereunder, specifically for securing the due performance of the Contractor and payment of contractual penalties,---
 - 2) the entities comprising the Consortium shall remain its members during the entire term of the Agreement, including the term of the quality guarantee and warranty for Defects,---
 - 3) the Consortium shall provide the Contracting Authority with a copy of the agreement governing cooperation among the entities comprising the Consortium which have jointly undertaken to perform the Agreement, and amendments thereto, including the information concerning the portions of the works for performance of which a specific Consortium member is responsible,---
 - 4) the Consortium leader is authorised to make decisions, make and accept statements of intent and for the benefit of each of the entities comprising the Consortium within extent related to the execution of rights and fulfilment of the obligations of the parties under the Agreement and related to its performance.---



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6. Any and all amendments to the Agreement shall be made in writing, otherwise null and void.---
7. The Agreement has been drawn up in four counterparts; three for the Contracting Authority and one for the Contractor.---
8. Any and all appendices to the Agreement shall constitute its integral part.---

=====THE END OF TRANSLATION=====

As a sworn translator of English registered in the Register of Sworn Translators kept by the Ministry of Justice under the file number TP/1569/06, I do hereby certify that the foregoing is a true and accurate translation of the document presented to me.

Warsaw, 3 November 2017.

Reference file no 1424/2017.



Agnieszka Jurewicz