**MODEL AGREEMENT ANALOGOUS to PARTS 1-6**

**AGREEMENT**

**on public procurement performance**

made …………………….. in Cracow between:

Polskie Wydawnictwo Muzyczne with its registered office in Kraków 31-111, al. Krasińskiego 11a, entered into the register of cultural institutions under: RIK 92/2016, NIP (Tax Identification Number): 675-000-10-76, hereinafter referred to as “the Client”

represented by:

Daniel Cichy, Director

and

……………………………. with its registered office in ……………………………………, ……………………………..entered into the register of ………………………………. under ……………….. ………………………… represented by ………………………….. hereinafter referred to as “the Contractor”.

The Client and the Contractor are referred to collectively as “the Party”.

In connection with the selection of the Contractor based on public contract award procedure carried out pursuant to Section 10(1) of the Public Procurement Law Act of 29 January 2004 (consolidated text: Polish Journal of Laws of 2015, item 2164), under an open tender procedure, the Agreement has been entered into as follows:

1. Subject of the Agreement

The subject-matter of the Agreement is the gradual delivery of: book and music scores publications published by the Contractor for the Client (hereinafter referred to as: the Publications)

1. Delivery of the Publications
2. Delivery of the Publications will be done gradually based on the orders made by the Client, and the orders will include details of the ordered Publications and their quantity and quality. The orders will be made by electronic means or via the Contractor’s online system.
3. The Contractor will send the ordered Publications at the Client’s expense. The Client will decide which means of transport will be used. The ordered Publications must be sent within 7 working days of receiving the order.
4. The Contractor undertakes to execute the order referred to in Paragraph 1, in accordance with the Client’s requirements specified in the order.
5. The Contractor is obliged to immediately - within 48 hours - notify the Client of temporary unavailability of the Publications contained in the order.   
   In the case of unavailability of a particular title, the Contractor is obliged to record a back order and execute the order at the earliest opportunity, but not later than 90 days from placing the order. After this time, the back order will not be valid anymore and the Contractor should remove it from the record of back orders. The Parties agree that costs and risk related to the delivery of Publications included in the back order are borne by the Client.
6. Returns
7. The Client has no right to return.
8. In particular situations, for example a promotion of chosen Publications organised by the Client, the Contractor can agree to the return of the Publications and rules for it in writing or via e-mail.

4. Complaints

* 1. Identified quantity or quality deficiencies reported to the Contractor, pursuant to Section 9, after the goods from the Contractor are accepted, will be a binding complaint document.
  2. The Client undertakes to submit a complaint within 5 days from the acceptance of the delivery.
  3. The Contractor undertakes to process the complaint in writing within 5 calendar days from its receipt.
  4. If the complaint is accepted, the Contractor undertakes to provide the Client with a credit note within 7 days from the acceptance date or to address stock shortages.
  5. Trade allowance
     + 1. The Parties agree that trade allowance for the Publications under the Agreement, calculated on listed retail prices on the website ……… to which the Client is entitled, is specified in Annex 1 to the Agreement.

1. Listed retail prices are shown in the bills of sale issued by the Contractor.
   1. Payments
2. Payment of amounts due on particular invoices (the Remuneration) will be made by transfer to the Contractor’s bank account number:  
   ………………………………………………………………………………………
3. The payment term of the issued VAT invoices is 30 days from receipt of correct VAT invoice.
4. The payment is considered to be made on the day when the Client instructed his bank to transfer the Contractor’s remuneration into the Contractor's bank account specified in the invoice. The Contractor’s total remuneration for the performance of the Agreement during the term thereof will not exceed PLN …………………….
5. When total liabilities towards the Contractor under this Agreement reach the amount specified in Section 6(3), the Agreement shall terminate and other liabilities cannot be assumed.

* 1. Term and Termination of the Agreement.

1. The Agreement is made for a definite period ………………… from the date it was entered into or until the condition specified in Section 6(4) has been met.
2. The Client has the right to terminate the Agreement with one month’s notice period effective as at calendar month end.
3. The Client may terminate the Agreement with immediate effect, without a further notice period, in either of the following circumstances:
   1. The Contractor is not performing the Agreement or a break in the execution of the Agreement exceeds 30 days in total.
   2. The Contractor fills back orders after the period specified in Section 2(4).
   3. The Contractor uses detail prices other than those specified in Section 5.
4. In the event of delay in performance of the Agreement for reasons attributable to the Contractor, the Contractor will pay liquidated damages of up to 1% of an on-going order, for each day of delay over 14 days, which the Client is entitled to deduct from the Contractor’s remuneration. The Contractor agrees for the deduction without the need of submitting further statements.
5. In the event of termination of the Agreement by the Client for reasons attributable to the Contractor, as referred to in Section 7(3), the Client will charge liquidated damages of up to 1% of the amount specified in Section 6(3) to the Contractor.
6. If damages due to non-performance or improper performance of the Agreement exceed the amount of the liquidated damages referred to above, the Client reserves the right to claim damages exceeding the amount of reserved liquidated damages.
7. The Client has the right to deduct the liquidated damages from the Contractor’s remuneration. The Parties agree that no further statements of deduction will be required.
8. In the event of a significant change in circumstances where the performance of the Agreement is not in the public interest, which could not have been foreseen at the time of entering into the Agreement, the Client may terminate the Agreement within one month from becoming aware of these circumstances. In this case the Contractor can request only remuneration payable in respect of the part of the Agreement he performed.

8.

1. Changes and additions to this Agreement must be in writing to be valid.

2. The Parties allow for the possibility of a significant change to the Agreement if:

a) a change to the Agreement is objectively beneficial to the Client, taking into consideration the general purpose related to the performance of the Agreement,

b) there are new significant circumstances justifying this change, which could not have been foreseen at the time of entering into the Agreement.

1. Correspondence and authorisation
2. The Parties agree that correspondence between them will be deemed received if delivered by hand, by courier, by registered mail, by fax or e-mail with confirmation of receipt to the Parties’ registered offices as set out in the current extract from an appropriate register. Correspondence concerning financial statements, returns specification will be sent to the Client’s e-mail address or fax number.
3. The Parties authorise each other to issue VAT invoices without the signature of the recipient under this Agreement, with the exception of adjustment invoices, which must be signed and sent back by their recipient to be valid.
4. The Parties specify contact persons and their contact details as follows:  
   The Client:…………………………. E-mail:………………… Phone:……………………..

The Contractor ……………………. E-mail:………………… Phone:…………………..

1. Final provisions
   * 1. To all matters not settled herein relevant provisions of the Civil Code shall apply.
     2. The Parties submit any disagreements that may arise out of or in connection with the performance of this Agreement to the jurisdiction of the locally competent Common Court of First or Second Instance for the seat of the Client. This Agreement shall be governed by the laws of Poland.
     3. The Parties are obliged to inform each other of changes to the data in the Agreement, necessary for its performance.
     4. The Agreement is made in Polish, in three identical copies, one for each Party.

The Contractor: The Client:

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