

Appendix 1 to the Competition Rules**MATERIAL PROVISIONS OF THE CONTRACT**

NO.

concluded on in Krakow, by and between:

the **Małopolska Region**, with its seat at 22 Basztowa St., 31-156 Krakow, mailing address: ul. Raławicka 56, 30-017 Krakow, TIN: 676-21-78-337; REGON: 351554287;

represented by the Executive Board of the Małopolska Region,

represented by:

.....

.....

hereinafter referred to as 'Małopolska Region' or 'Contracting Authority',

and

.....

represented by:

.....

hereinafter referred to as 'Contractor';

collectively referred to as 'Parties' and separately as 'Party'.

These Material Provisions of the Contract and the stipulations contained herein are the scope of the Contractor's obligations desired by the Contracting Authority and may be subject to negotiation at the sole-source contract stage.

Glossary of terms

'Days' - consecutive calendar days comprising 24 hours, from 00:00 a.m. to 11:59 p.m.

'Business Days' - consecutive days from Monday to Friday with the exception of public holidays in accordance with the Act on Public Holidays of 18 January 1951 (consolidated text: (Journal of Laws of 2020, item 1920)).

'Documentation' - the design documentation and other documents necessary for the performance of the subject of the Contract.

'Design documentation' - a set of design documents such as: a multi-trade concept, a Building Design, a Detailed Design, bills of quantities, cost estimates, technical specifications for the performance and acceptance of construction works (TSPACW), together with the necessary elaboration, permits, approvals and opinions prepared in order to: obtain a building permit, prepare and conduct a procedure for the award of a public procurement contract for the performance of construction works, the performance of construction works, as well as the delivery of equipment, in particular the comprehensive documentation referred to in sec. 2(3)(a) to (d).

'Stage' - the individual parts of the performance of the subject of the Contract identified in the Contract, the ToR and the DDSC.

'FK' - the task entitled 'Construction of the new seat of the K. Szymanowski Philharmonic in Krakow'

'Principal User' - K. Szymanowski Philharmonic in Krakow

'Schedule' - a detailed schedule of works and expenditures for the performance of the Contract

'Investment Project' - construction of the new seat of the K. Szymanowski Philharmonic in Krakow together with the development of the site, the underground utilities and the necessary technical and communications infrastructure to enable the building(s) to function as intended.

'Competition' - a public pledge in which the Contracting Authority, by public announcement, promises a prize for the creation and transfer of the right to the competition work selected by the Competition Jury in an international, two-stage, architectural and urban design Competition for the preparation of a concept for the new seat of the K. Szymanowski Philharmonic in Krakow.

'Post-Competition Multi-Trade Concept' - determination of the preliminary architectural, natural, landscape, structural, installation, infrastructural, technical, technological and conservation solutions and standards that should be the basis for further design work, together with obtaining the necessary approvals for this phase and preparation of value estimates for the performance of the Investment Project.

'Building Design' - a building design project within the meaning of Articles 33 and 34 of the Act of 7 July 1994 - Construction Law (Journal of Laws of 2024, item 725) and the implementing regulations to that Act, in particular the Regulation of the Minister of

Development of 11 September 2020 on the detailed scope and form of a building design (Journal of Laws of 2022, item 1679).

'Detailed Design' - based on the building design, a set of documents supplementing and detailing the building design to the extent and degree of precision necessary to prepare a bill of quantities, the investor's cost estimate, prepare a bid by the contractor and carry out construction works, containing detailed drawings and descriptions, as referred to in the Regulation of the Minister of Development and Technology of 20 December 2021 on the detailed scope and form of design documentation, technical specifications for the performance and acceptance of construction works and the functional-utility programme (Journal of Laws of 2021, item 2454).

'Subject of the Contract' - preparation by the Contractor of comprehensive design documentation and provision of author's supervision and other services under the Contract, for the task entitled: 'Construction of the new seat of the K. Szymanowski Philharmonic in Krakow'.

'Rules' or 'Competition Rules' - shall mean the Rules of the international, two-stage, architectural and urban planning Competition for the preparation of a concept for the new seat of the K. Szymanowski Philharmonic in Krakow.

'Contract' - this public procurement contract with the Competition Participant whose competition work has been found to be the best.

'Act' - shall mean the Act of 11 September 2019 - Public Procurement Law (consolidated text: Journal of Laws of 2024, item 1320, as amended).

'Work' - a work created as a result of or in connection with the performance of the Subject of the Contract, in accordance with the Act of 4 February 1994 on copyright and related rights (consolidated text: Journal of Laws of 2019, item 1302, as amended).

'Contractor' - entity selected by the Contracting Authority in the course of a public procurement procedure conducted on the basis of the provisions of the PPL to carry out the Subject of the Contract consisting in

'Contracting Authority' - Małopolska Region, 22 Basztowa St., 31-156 Krakow, Poland.

§ 1

LEGAL BASIS

This Contract, hereinafter referred to as 'Contract', has been concluded as a result of negotiations conducted in a sole-source contract procedure with the author of the selected competition work on the basis of Article 214(1)(4) of the Act of 11 September 2019 - Public Procurement Law (consolidated text: Journal of Laws of 2024, item 1320, as amended), referred to in the text of the Contract as 'Act'.

§ 2

SUBJECT OF THE CONTRACT

1. The subject of the Contract is the preparation by the Contractor of the comprehensive design documentation referred to in paragraph 3(a) to (d), hereinafter referred to as 'design documentation', and the provision of author's supervision and other services resulting from the Contract, for the task entitled: 'Construction of the new seat of the K. Szymanowski Philharmonic in Krakow', hereinafter also referred to as 'KF'. The subject of the Contract is to be performed on the basis of the architectural and urban planning concept - the competition work - selected by the Competition Jury in the international, two-stage, architectural and urban planning Competition for the preparation of a concept for the new seat of the K. Szymanowski Philharmonic in Krakow announced by the Małopolska Region, hereinafter referred to as 'Competition', taking into account and in consultation with the post-competition recommendations of the Competition Jury and the Contracting Authority, and the Competition Rules, together with the schedules constituting Appendix 1 to this Contract and the Competition Jury's post-competition recommendations constituting Appendix 2 to this Contract.
2. Whenever this Contract refers to an investment project, it shall be understood to mean the construction of the new seat of the K. Szymanowski Philharmonic in Krakow located on plots no. 455/10, 455/11, 455/13, 455/14, 455/15 and 455/16, precinct 5 Śródmieście, with the associated infrastructure, hereinafter collectively referred to as 'Investment Project'.
3. The subject of the Contract includes the following scope:
 - a) Stage 1 - preparation of a multi-trade concept for the construction of the KF in Krakow along with the accompanying infrastructure, making all the relevant arrangements and agreements (office, pre-design and conceptual work) with the competent authorities and other institutions or persons, as well as other participants in the planning process, together with an estimate of the investment projects' cost value based on the value of the investment project specified in the Competition Rules; the Concept shall take into account post-competition recommendations.
 - b) Stage 2, including:

- a. Stage 2a - preparation of a multi-trade building design for the KF in Krakow, together with the accompanying infrastructure, preparation and submission of a building permit application, obtaining, on behalf of the Contracting Authority, the final environmental decision (if required), as well as all documents, opinions, elaboration, arrangements, permits and approvals necessary to obtain the aforementioned decisions on the basis of an appropriate power of attorney and a statement provided by the Contracting Authority on the right to dispose of the real property for construction purposes covering the scope of the investment project. In particular, the Contractor is obliged to prepare geotechnical documentation, update of the site and altitude map for design purposes and prepare noise and vibration measurement documentation;
- b. Stage 2 b - obtaining the final building permit on behalf of the Contracting Authority;
- c) Stage 3 - preparing a multi-trade detailed design, a bill of quantities and a comprehensive design of equipment (not including the provision of musical instruments - with the exception of the organ in the main concert hall), as well as preparing an interior arrangement design and visual identification of the Krakow KP building, together with the accompanying infrastructure, necessary for the Contracting Authority to prepare and conduct a public procurement procedure for the performance of construction works together with the purchase of equipment and other services;
- d) Stage 4 - preparation of technical specifications for the performance and acceptance of construction works, preparation of investor's cost estimates and their updating .
- e) Stage 5 - providing consultancy services in relation to this Contract at the stage of public works procurement procedure, including in particular substantive preparation of the description of the subject of the contract, together with appendices, preparation of answers to Contractors' questions, participation with the Contracting Authority in the meetings of the National Appeals Chamber and other appeal bodies - in accordance with paragraph 5;
- f) Stage 6 - exercising the author's supervision during the performance and acceptance of construction works consisting in the construction of the KP in Krakow and furnishing of the KP, based on the subject design documentation prepared in the BIM technology, until obtaining an occupancy permit.

Comprehensive design documentation from Stage 2 of the performance Contract, including as-built documentation, shall be prepared in the BIM standard.

- 4. The design documentation and other documents necessary for the performance of the subject of the Contract, hereinafter also collectively referred to as 'documentation', shall cover the scope of the investment project activities in accordance with the scope defined in paragraph 1 of the Contract.

5. As part of the performance of the consultancy services referred to in paragraph 2(e), the Contractor shall be required to:
 - a) Describe the subject of the contract, including in particular: the technology of the works, materials and equipment, as well as the technical and functional parameters of the adopted material solutions, selected technology, devices and equipment in a manner that does not hinder fair competition, in accordance with the Act.
 - b) Preparation of the table of integrated elements and equipment descriptions.
 - c) Consultation on the preparation of a tender procedure for construction works with the purchase of equipment and other services.
 - d) Consultation on the compatibility of the bids submitted by the construction work contractors with the documentation prepared by the Contractor as a result of the performance of the subject of the Contract.
 - e) Support in conducting the public works procurement procedure with the purchase of equipment and other services, including consultation of document templates or draft answers to contractors' questions relating to the documentation; support in verifying compliance of the documents submitted by the contractor with the design requirements and the requirements specified in the ToR relating to the documentation.
 - f) Support to the Contracting Authority in the event of an appeal or complaint to a court of law regarding the documentation, not excluding participation with the Contracting Authority in proceedings before the NAC or a court.
 - g) Providing the Contracting Authority with responses to all questions and demands in the scope indicated in this paragraph within a time limit agreed with the Contractor, whereby the time limit shall be appropriate and adequate to the scope of the questions and shall not exceed 5 business days.
6. All forms of consultancy services provided, including consultancy and substantive support, will be provided in writing or in a form agreed with the Contracting Authority.
7. The author's supervision referred to in paragraph 3(f) includes, in particular:
 - a) participation of an authorised representative of the Contractor in regular committees and technical meetings, taking into account the provisions of the schedule agreed with the General Contractor;
 - b) participation of the competent trade-specific designers in the acceptance and approval of the reports for compliance with the design for partial acceptance inspections, acceptance inspections of work to be covered up and final acceptance - at each request of the Contracting Authority;
 - c) participation of the competent trade-specific designers in the acceptance inspections and approving the reports for compliance with the design for

- installation tests and commissioning - at each request of the Contracting Authority;
- d) monitoring during the performance of construction works of the compliance of technical, material and usage solutions with the design documentation;
 - e) the necessary completion of the design documentation referred to in paragraph 3(a) to (d) and the clarification to the General Contractor of any doubts arising in the course of the performance of these works;
 - f) approving the as-built documentation prepared by the General Contractor for the construction works, taking into account all changes made to the design documentation during the performance;
 - g) incorporating non-essential changes agreed with the General Contractor into a copy of the building design approved by the Architecture and Urban Planning Department of the City of Krakow (all non-essential changes require the Contracting Authority's approval prior to incorporation into the design and performance);
 - h) if any changes are made to the design documentation as a result of substitute solutions that need to be introduced at the stage of performance of the construction works, the Contractor shall be obliged to update the documentation, in particular to conduct another acoustic analysis of the premises, including the simulation of the acoustic field;
 - i) participation of the Acoustics Engineer - the author of the acoustic design in all phases of the construction works requiring his or her presence or at the justified request of the Contracting Authority, in particular the Contracting Authority requires the supervision of the author of the acoustic design over the performance of the finishing works in the halls during the construction of the building and the presence of the author of the acoustic design during the acoustic testing and acoustic tuning of the halls.
8. It is assumed that the number of visits of the Contractor's representatives to the construction site will result from justified needs, determined each time by the Contracting Authority or the supervising inspector acting on its behalf.
9. The Contractor shall arrive promptly at the construction site, i.e. no later than 3 business days from the date of the request made by an entry in the construction log and confirmed by e-mail.
10. The Contractor, as part of the author's supervision, shall be obliged to respond promptly (no later than within 5 days, counting from the day of receipt of the question) to all questions from the Contracting Authority, the General Contractor for the construction works, the substitute investor and persons indicated by them (sent electronically or in writing to the contact address provided by the Contractor). Correspondence shall be conducted in Polish. The list of persons authorised to contact the Contractor is detailed in Appendix 5 to the Contract.

11. The Contracting Authority declares that, to the best of its knowledge, it has provided the Contractor with all the information and documents necessary for the performance of the Contract in its possession at the date of conclusion of this Contract. The list of documents provided to the Contractor is attached as Appendix 9 to the Contract.
12. The Contractor declares that it has familiarised itself, prior to signing the Contract, with:
 - a) the location of the investment project site;
 - b) the topography of the investment project site;
 - c) documents relating to the investment project referred to in paragraph 10.
13. In connection with paragraph 11, the Contractor declares that the information obtained by it is fully sufficient for the performance of the subject of the Contract. The Contractor also declares that it has no objections to the scope of the information and documents made available to him.

§ 3

CONTRACTOR'S OBLIGATIONS

1. The Contractor shall perform the Contract with the utmost professional diligence, in accordance with the best professional standards and principles of professional ethics, as well as applicable laws, standards, principles of technical knowledge and state of the art in the construction industry and generally accepted knowledge in this respect.
2. The Contractor shall be responsible for controlling the activities related to the performance of the Contract performed by its employees and subcontractors and for organising the work in such a way that the objectives set are achieved in accordance with this Contract.
3. The Contractor undertakes to perform all activities under the Contract, including obtaining all approvals, opinions, agreements, positions, permits, etc. on behalf of the Contracting Authority, including payment of all necessary fees, as part of the remuneration referred to in sec. 9(1) of the Contract.
4. The Contractor shall prepare and submit, on behalf of and for the Contracting Authority, an application for a building permit decision in accordance with the Act of 7 July 1994 - Construction Law

(consolidated text: Journal of Laws of 2025, item 418) and other decisions with all required attachments, and shall be obliged to represent the Contracting Authority in administrative proceedings concerning these decisions. The Contractor shall deliver a photocopy of the applications submitted, together with evidence of their submission and all documents used to obtain these decisions, to the Contracting Authority within 3 business days of their submission.

5. The Contractor declares that it has at its disposal a design team in accordance with the submitted list of persons, constituting Appendix 3 to the Contract, that is necessary for the performance of the subject of the Contract and undertakes to perform the subject of the Contract with the aforementioned project team.
6. The persons indicated in paragraph 5 shall speak Polish and shall take part in meetings at the Contracting Authority's registered office or at any other place appropriate to the purpose of the meeting, including the construction site. If a designated person is not proficient in Polish, the Contractor shall, within the framework of the remuneration referred to in sec. 9(1) of the Contract, be obliged to provide an appropriate number of interpreters and translators for the proper performance of the Contract, for the duration of the Contract.
7. The design documentation and all other documents created during the performance of the Contract shall be in Polish. All communication between the Parties shall also be in Polish.
8. Within the scope of the remuneration specified in the Contract, the Contractor shall be obliged, in the course of the performance of the Contract, to immediately make any changes to the design documentation that prove necessary in connection with the course of the relevant administrative proceedings, in particular in connection with summonses from the relevant authorities.
9. If the design documentation is found to contain defects/errors/faults that:
 - 1) make it impossible to carry out the construction works and supply the equipment and other services properly; or
 - 2) make it necessary to carry out substitute or additional works necessary for the proper completion of the investment project- within the remuneration specified in the Contract, the Contractor shall be obliged, within the time limit set by the Contracting Authority, to make relevant corrections to the documentation, and, if necessary, to prepare substitute and additional documentation, along with obtaining relevant substitute decisions, permits, agreements, opinions, etc., regardless of the amount of costs involved.
10. Throughout the term of the Contract, the Contractor undertakes to:
 - a) clarify, agree and consult any concerns about the designs and documents prepared and solutions adopted, including, in particular, the essential objectives of the documentation;
 - b) provide, whenever requested by the Contracting Authority, a detailed explanation of the activities or work currently being carried out by the Contractor;
 - c) inform the Contracting Authority of any significant circumstances that may affect the time limits for or costs of the performance of the subject of the Contract or the future costs of the performance of the investment projects or the subsequent costs of operating the building;

- d) use and propose solutions that are most economically, technologically and technically advantageous for the Contracting Authority and are available on the market at the time of drawing up the design documentation;
 - e) perform the Contract in accordance with the time limits set out therein, in particular the time limits for the submission of elements of the documentation.
11. In the adopted design solutions, the Contractor undertakes to use products, materials and equipment permitted for trade and widespread use in the construction industry and having the relevant approvals and certificates required by the law in force in the territory of the Republic of Poland.
 12. The list of persons authorised by the Contractor to contact the Contracting Authority in matters included in the subject to the Contract and the scope of competences of such persons constitute Appendix 4 to the Contract. A change of such persons does not require an amending annex to the Contract, and only requires written notification.
 13. The Contractor declares that it is aware that the design documentation prepared by it and the technical specification for the performance and acceptance of construction works will serve as a description of the subject of the contract in the tender procedure for construction works, pursuant to Article 103 of the Act, and that on its basis the full scope of the construction works, services and supplies necessary for the use of the investment project in accordance with its purpose will be performed.
 14. The design documentation (in particular the TSPACW), the bill of quantities for the works and the detailed investor's cost estimates), together with the comprehensive equipment for the investment project, must be prepared in accordance with Article 99 of the Act and the regulations issued on its basis, taking into account Article 34 of the Act. .
 15. The design documentation at each stage shall be prepared electronically and shall be provided to the Contracting Authority electronically on an electronic medium. In addition, the Contractor shall provide the Contracting Authority with one hard copy of the design documentation for the Contracting Authority's own use.
 16. It is assumed that the building permit application will be submitted to the competent authority electronically. In the case of submission of the application for a building permit in hard copy, the Contractor shall, in addition to the copies required by the administrative authority to obtain the building permit decision, provide the Contracting Authority with two hard copies of the design documentation for the Contracting Authority's own use.
 17. All other documentation created in connection with the performance of the Contract shall be provided to the Contracting Authority in electronic form.
 18. The Contractor may not assign rights and obligations under the Contract to third parties without the consent of the Contracting Authority.
 19. The Contractor shall be solely liable to the Contracting Authority for any defects in the documentation that reduce its value or usability (defective design solutions), including

activities performed by the Contractor as part of the author's supervision, and in particular shall be liable for solutions that are inconsistent with the provisions of law, in particular with the parameters established in standards and technical and construction regulations.

20. The Contractor shall be obliged, throughout the term of the Contract, to have civil liability insurance for business activities related to the subject of the contract for a minimum amount of PLN 5,000,000.00. If the insurance policy submitted prior to the conclusion of the Contract does not cover the entire term of the Contract, the Contractor undertakes to renew the policy and submit a new policy to the Contracting Authority no later than 10 business days before the expiry date of the previous policy. The Contractor undertakes to provide the Contracting Authority with proof of payment of further contributions on an ongoing basis. In the event of non-performance or improper performance of the obligations indicated herein, including failure to submit an insurance policy (other document confirming the conclusion of an insurance contract) meeting the requirements indicated herein, or failure to renew it, the Contracting Authority may terminate this Contract with immediate effect (which shall be deemed termination due to the fault of the Contractor) or insure the Contractor at the Contractor's expense. The costs incurred for the insurance shall then be deducted by the Contracting Authority from the Contractor's remuneration or from the performance bond.
21. If, in the course of the performance of the Contract, it becomes necessary to transfer personal data, the Parties undertake to immediately conclude a separate agreement on the subcontracting of the processing of personal data.

§ 4

OBLIGATIONS AND RIGHTS OF THE CONTRACTING AUTHORITY

1. The Contracting Authority shall provide the Contractor with written powers of attorney, which shall include, in particular, the power to represent the Contracting Authority before state, regional and local government authorities and evaluating institutions in all matters relating to the preparation of the design documentation. A draft power of attorney shall be prepared by the Contractor and submitted to the Contracting Authority for approval. The Contracting Authority shall give its opinion on the draft document within 2 business days. If the draft power of attorney is not approved by the Contracting Authority, the Contractor shall, within 1 business day, accept the comments or send its written objections. The Contracting Authority shall forward the power of attorney to the Contractor within 10 days of the Contracting Authority's approval of the final content and form of the power of attorney.
2. The Contracting Authority shall provide the Contractor with a statement of the right to use the property for construction purposes by the completion of Stage I at the latest.
3. The Contracting Authority declares that it is not aware of any objective obstacles that

could prevent it from obtaining the required permits and agreements, including the building permit.

4. Throughout the term of the Contract, the Contracting Authority shall be obliged to:
 - a) clarify, within 10 business days, any doubts of the Contractor regarding the Contracting Authority's guidelines and comments for the documentation prepared by the Contractor and for the application of the solutions proposed by the Contracting Authority, provided that such doubts are formulated in writing; any delay in the clarification shall cause the time limit for completion of the subject of the Contract specified in sec. 7(2)(1) for a given Stage according to the Schedule to be extended by an equivalent period of time;
 - b) inform the Contractor of any significant circumstances that may affect the time limits for the performance of the Contract or costs of the performance of the subject of the Contract or the future costs of the performance of the investment projects or the subsequent costs of operating the building;
 - c) perform the Contract in accordance with the time limits set out therein, including in particular the time limits for acceptance, inspection and approval of the documentation submitted by the Contractor, as set out in the Schedule constituting Appendix 6 to the Contract and in the BIM plan constituting Appendix 7 to the Contract, and the time limits for payments. A change in the time limits for the completion of individual activities within a given Stage, as indicated in sec. 2(3) of this Contract and Appendix 6 to the Contract, shall not require the conclusion of an amending annex to the Contract, provided that it does not affect the time limit for completion of a given Stage, as indicated in the Schedule;
 - d) make available to the Contractor after the conclusion of the Contract and whenever reasonably requested by the Contractor, any documents if, in the opinion of the Contracting Authority and the Contractor, they are relevant to the performance of the Contract;
 - e) co-operate with the Contractor for the purpose of proper performance of the Contract, act in a manner that enables the Contractor to perform its obligations under the Contract effectively; in particular the Contracting Authority undertakes to avoid actions that would complicate, inhibit, prevent or significantly hinder the Contractor from performing its obligations under the Contract.
5. The Contracting Authority or entities acting under his authority shall be entitled to carry out on-going inspections on the performance of the Contractor's obligations under the Contract, and the Contractor shall be obliged to cooperate so as to enable the inspections to be carried out at the time and to the extent indicated each time by the Contracting Authority. The Contracting Authority shall endeavour to ensure that the inspection does not impede the Contractor's ongoing obligations under this Contract.
6. The Contracting Authority reserves the right to make use of third parties during the preparation of the documentation in order to inspect the quality and manner of performance of all or particular work covered by the Contract. The costs associated

with the above services shall be borne by the Contracting Authority.

§ 5

SUBCONTRACTING

1. The Contractor may commission subcontractors to perform a part of the subject of the Contract.
2. If subcontractors are commissioned to perform a part of the subject of the Contract, the Contractor shall be liable for the acts and omissions of the subcontractors and any persons used by it in the performance of the Contract as for its own acts and omissions. .
3. The Contractor shall be obliged to inform the Contracting Authority in writing, within 5 days of conclusion of the subcontracting agreement, about commissioning a subcontractor for the performance of a part of the subject of the Contract and about the provisions binding the parties, specifying all information having impact on the performance of the Contract; in particular, the Contractor shall be obliged to indicate the name of the subcontractor and the scope of the tasks commissioned to it, with the proviso that if it concerns work for which the Competition Rules or the invitation to negotiate stipulate requirements related to the possession of specific qualifications or experience, the Contractor shall be obliged to prove to the Contracting Authority that the subcontractor possesses at least the required qualifications or experience before the work is commissioned to the subcontractor.
4. The Contractor shall acquire author's economic rights from its subcontractors and transfer them to the Contracting Authority, as part of the contractual remuneration, if such rights were to arise during the performance of this Contract.
5. A subcontractor may not enter into agreements with further subcontractors without the written consent of the Contractor and the Contracting Authority.
6. The Contracting Authority shall have the right to demand a change of a subcontractor, in particular in the event that the subcontractor undertakes blatant actions that prevent or hinder the proper performance of the subject of the Contract.

§ 6

CONTROL AND SUPERVISION OF THE PERFORMANCE OF THE CONTRACT

1. With a view to the smooth performance of this Contract, in particular in order to agree on the design objectives and to carry out ongoing control of the solutions adopted and rectify problems, the Contracting Authority shall organise meetings.
2. The meetings referred to in paragraph 1 shall be attended by representatives of:

- the Contractor;
- the Contracting Authority;

and, as required, representatives of other institutions or persons whose presence may be necessary in connection with the performance of the investment project.

3. The Contracting Authority permits holding the meetings by means of remote communication. The final decision regarding the form of a meeting rests with the Contracting Authority.
4. The meetings shall be held at least once a month during the period of performance of the Contract. If it is necessary to resolve an urgent problem or discuss a current situation, additional meetings shall be organised at the request of the Contractor or the Contracting Authority, with the necessary participants to clarify or agree on the issue in question. The Contracting Authority reserves the right to convene a meeting if it deems it necessary.
5. All working materials necessary for holding the meetings will be sent by the Parties to each other and to all interested parties (whose representatives will participate in the meetings) in electronic form on the date indicated by the Contracting Authority prior to the agreed date of the meeting. The Contracting Authority may order that certain working materials be prepared and sent in hard copy if this is necessary for the smooth running of the meeting.
6. Minutes or notes of the meetings and findings shall be drawn up by the Contractor and sent, within a maximum of 3 business days from the date of the meeting, to all participants in the meeting. The Contracting Authority shall be given the opportunity to comment on such minutes and notes within 4 business days, and the Contractor shall be obliged to take the comments on the content of the minutes and notes into account.
7. Notwithstanding the provisions of paragraphs 1 to 6, the rules, timing, method of performance and scope of the supervision and coordination process must be implemented in accordance with the provisions of the BIM Performance Plan document prepared by the Contractor in agreement with the Contracting Authority and of the Schedule of works and expenditures.

§ 7

TIME LIMITS

1. The Contract shall be performed in the Stages specified in sec 2(3).
2. The Contractor shall perform the subject of the Contract within 68 months of the conclusion of this Contract, whereby:
 - 1) for Stages 1 to 4 specified in sec 2(3) - within 24 months of the conclusion of the Contract;

- 2) for Stage 5 - for the entire duration of the public procurement procedure until the conclusion of a contract with the General Contractor for the construction works, no later than until January 2029;
 - 3) for Stage 6 - within 36 months of the conclusion of the contract with the General Contractor for the construction works.
3. The time limits referred to in paragraph 2 shall include the acceptance inspection activities referred to in sec. 8 of this Contract, which means that the subject of the Contract should be reported for acceptance well in advance in order to ensure that the Contractor meets the time limits referred to in paragraph 2.
4. The detailed schedule of works and expenditures for the performance of the Contract, also referred to as 'schedule', broken down into individual Stages, is attached as Appendix 6 to the Contract. The schedule takes into account all identifiable conditions arising from the need to perform the Contract, in particular the time limits for administrative procedures, the time needed to carry out acceptance inspections, the time needed to obtain the relevant clauses (e.g. the finality of a decision).
5. In the event that the duration of administrative proceedings, including in particular the time limit for obtaining a building permit decision, a water supply permit decision and an environmental decision, is prolonged beyond the time limits stipulated in the schedule, the time limits set out in §7 section 2 item 1 shall be extended by an equivalent amount of time. In special cases, the Contracting Authority allows for the performance of the Stages simultaneously.

§ 8

RULES FOR THE ACCEPTANCE AND HANDOVER OF THE SUBJECT OF THE CONTRACT

1. The Contractor shall transfer the design documentation for each of the Stages of the subject of the Contract specified in sec 2(3)(a) to (d) in accordance with the list of transferred elements of the design documentation and a written statement by the Contractor that the transferred design documentation is complete from the point of view of the purpose it is to serve, has been prepared in accordance with the Contract, applicable regulations and standards and principles of technical knowledge, as well as has undergone inter-trade coordination in accordance with the content of Appendix 7 to the Contract. Each Stage shall be accepted by the Contracting Authority against confirmation of transfer by a person authorised by the Contracting Authority to contact the Contractor, who shall confirm on the report that the Contracting Authority has received the documentation.
2. Upon receipt of the documentation referred to in paragraph 1 above, the Contracting Authority shall check and accept the documentation in accordance with paragraph 3(1) or shall formulate comments and call upon the Contractor to perform the activities within the time limit and in accordance with the rules described in paragraph 3(2). If comments are made, paragraph 5 shall apply. The Contractor shall draw up a written handover and acceptance report.

3. Within 20 business days of the Contractor submitting the report, the Contracting Authority shall:
 - 1) accept the documentation handed over in Stages 1 to 4, after prior checking the documentation in terms of:
 - a) compliance with the subject of the Contract, in particular Appendix 1 to the Contract;
 - b) compliance with current building regulations and standards;
 - c) compliance with the principles of technical knowledge;
 - d) inter-trade coordination as set out in Appendix 7 to the Contract;
 - e) the implementation of requests, comments and requirements specified by the Contracting Authority during the design work;or
 - 2) formulate comments and call upon the Contractor to make clarifications and/or additions, changes and/or corrections to the submitted documentation in the aforementioned scope.
4. Confirmation of the receipt of the documentation and other services, and at the same time the basis for issuing an invoice, shall be provided in each case by a mutually signed handover and acceptance report. The acceptance of the Stages, and in particular of Stage 1 as defined in sec. 2(3)(a), shall take place in accordance with the acceptance of the requirements of the main user, i.e. the K. Szymanowski Philharmonic in Krakow.
5. In the case specified in paragraph 3(2), the Contractor shall, within 10 business days, formulate clarifications and/or additions, corrections and amendments in writing, and then hand over the documentation in accordance with paragraph 1, and the Contracting Authority shall carry out a new acceptance in accordance with paragraph 3.
6. The Contractor shall be entitled to refuse to make the changes, additions and corrections to the documentation requested by the Contracting Authority if they are shown to be contrary to applicable law or the principles of technical knowledge in the explanations referred to in paragraph 5.
7. Acceptance of the subject of the Contract with respect to Stage 5, as defined in sec. 2(3)(e), shall take place upon the signing of a contract with the General Contractor for the construction works on the basis of a handover and acceptance report referred to in paragraph 2.
8. Acceptance of the subject of the Contract with regard to Stage 6, as defined in sec. 2(3)(f), shall take place on the basis of the handover and acceptance report referred to in paragraph 2. A handover and acceptance report shall be issued every three months until a valid occupancy permit is obtained, with the exception of the last one, which shall be the final acceptance report for that Stage as well as for the entire subject of the Contract.

9. The Contracting Authority shall retain 10% of the remuneration referred to in sec. 9(1)(g) until a valid occupancy permit for the investment project has been obtained. The remaining remuneration due for Stage 6 (i.e. 90%) shall be divided in proportion to the duration of the planned author's supervision resulting from the scope of the General Contractor's performance of the investment project.
10. The payment of the retained remuneration shall be made on the basis of the final report, referred to in paragraph 8, signed by the Parties to the Contract, after obtaining a legally valid occupancy permit for the investment project.
11. In the event that any errors, deficiencies or defects are discovered at any of the stages of acceptance of the subject of the Contract in relation to the previously accepted Stage, the Contractor (within the agreed remuneration, i.e. without additional remuneration) shall be obliged to rectify them immediately, at its own expense, in particular by drawing up appropriate documents, together with a set of required opinions, agreements and/or other positions required by law.
12. The Contractor undertakes (within the agreed remuneration, i.e. without additional remuneration) to rectify all possible errors, inaccuracies and deficiencies in the documentation discovered or identified prior to the acceptance of a given Stage within an appropriate time limit indicated by the Contracting Authority.
13. A handover and acceptance report signed by the Contracting Authority does not exclude the Contractor's liability for damages if any defects/faults/deficiencies are later discovered or any other type of improper performance of the subject of the Contract is established. Acceptance of the subject of the Contract which does not comply with the Contract shall not imply approval by the Contracting Authority, in particular of a change to the subject of the Contract. The Parties unanimously declare that acceptance of the subject of the Contract by the Contracting Authority shall not constitute an implied waiver of any claims whatsoever in any respect, including, in particular, claims for compensation due to its defectiveness, incompleteness, illegality or unsuitability for the purposes of the Contracting Authority. In particular, the acceptance of the subject of the Contract (an element of the subject of the Contract) shall not rule out the possibility of requesting reasonable modifications to the Contract indicated by the General Contractor for the construction works and verified as to their advisability, at the stage of performance of the contract for the construction works. If a defect only becomes apparent or is only discovered during the course of the construction works, such a fact must be recorded in the construction log.
14. The day on which a given Stage of the Contract is completed shall be deemed to be the day on which both Parties sign the handover and acceptance report or the final acceptance report referred to in paragraph 8.

§ 9

**REMUNERATION FOR THE SUBJECT OF THE CONTRACT AND RULES FOR
FINANCIAL SETTLEMENTS**

1. The Remuneration for the performance of the subject of the Contract is established as a gross lump sum remuneration equal to, including 23% VAT, including for the transfer of author's economic rights/granting of license and for the granting of a permission to dispose of and use the related copyright in the gross amount of including 23% VAT,
of which:
 - a) Remuneration for the performance of the subject of the Contract with regard to Stage 1 in the amount of PLN gross, payable upon acceptance of Stage 1;
 - b) Remuneration for the performance of the subject of the Contract with regard to Stage 2a in the amount of PLN gross, payable upon acceptance of Stage 2a;
 - c) Remuneration for the performance of the subject of the Contract with regard to Stage 2b in the amount of PLN gross, payable upon acceptance of Stage 2b, i.e. after obtaining a legally binding building permit decision;
 - d) Remuneration for the performance of the subject of the Contract with regard to Stage 3 in the amount of PLN gross, payable upon acceptance of Stage 3;
 - e) Remuneration for the performance of the subject of the Contract with regard to Stage 4 in the amount of PLN gross, payable upon acceptance of Stage 4;
 - f) Remuneration for the performance of the subject of the Contract with regard to Stage 5 in the amount of PLN gross, payable upon acceptance of Stage 5;
 - g) Remuneration for the performance of the subject of the Contract with regard to Stage 6 in the amount of PLN gross, payable in three-month cycles, in accordance with sec. 8 (8).
2. The Parties agree that the contractual Remuneration shall be a lump sum remuneration, and therefore shall be fixed, unchangeable and encompassing all costs of the Contractor related to the performance of the subject of the Contract (including all taxes, e.g. VAT, costs of issue, possible insurance, delivery, costs of acceptance, costs of agreements, permits and fees, and costs related to the performance of all obligations of the Contractor specified in the Contract), including in particular the transfer to the Małopolska Region of all author's economic rights to the subject of the Contract in all fields of exploitation specified therein, on account of the permission to exercise derivative rights, and the consents granted.
3. VAT invoices shall be issued to:

Buyer:

MAŁOPOLSKA REGION

ul. Basztowa 22, 31-156 Krakow

TIN: 676 2178 337

Customer:

Marshal's Office of the Małopolska Region

SI Department

ul. Basztowa 22, 31-156 Krakow

4. The Contracting Authority accepts the submission of a VAT invoice in the following forms:
 - a) a hard copy;
 - b) a structured electronic document submitted via the Electronic Invoicing Platform, hereinafter referred to as PEF, in accordance with the Act of 9 November 2018 on electronic invoicing in public procurement, concessions for construction works or services and public-private partnership (Journal of Laws of 2019, item 1666, as amended). The receipt of structured electronic invoices via the PEF platform shall not require the consent set out in Article 106n(1) of the VAT Act. The receipt of other structured documents via the PFE platform, including correction invoices, shall requires the consent of the Parties to the Contract;
 - c) an electronic invoice, after prior signing of a statement by the two Parties, the template of which, together with information on the rules of accepting invoices in electronic form by the Office of the Marshal of the Małopolska Region, constitutes Appendix 8 to the Contract.
5. Within the framework of the concluded Contract, the Contractor may choose only one form of invoice submission, applying it consistently during the performance of the Contract regardless of the number of invoices issued and payments made. If technical or formal obstacles prevent invoices from being sent in the chosen form, it is possible to send an invoice in another form, including in hard copy, provided that the Contracting Authority is informed of this fact.
6. Electronic invoices may only be sent to the following e-mail address: efaktury@umwm.malopolska.pl or via the E-Puap platform to the mailbox address of the Małopolska Region Marshal's Office: /947ts6aydy/SkrytkaESP.
7. A structured electronic invoice (if this form of the document is chosen) should consist of the elements required by the provisions of the Act on the value added tax and the following information:
 - a) the Contract number;
 - b) details of the payee.
8. The Contracting Authority maintains an Entity Account on the Electronic Invoicing Platform (PEF).

9. The Contracting Authority's account on the Electronic Invoicing Platform (PEF) is operated by the PEFexpert Broker - a consortium of companies: SOFTIQ Sp. z o. o., Edison S.A., Euvic Sp. z o. o. and MedApp S.A. The Entity Account Identifier (ID PEPPOL) on the Electronic Invoicing Platform (PEF) operated by the Broker is the Global Location Number (GLN) for the Strategic Investment Department GLN 5907720771157.
10. Payment shall be made from the Contracting Authority's bank account:
.....
11. Payment will be made to the Contractor's bank account:
.....¹
12. The Contractor declares that it is the holder of the bank account and undertakes to maintain it and to list it in the list of VAT taxpayers referred to in Article 96b(1) of the VAT Act (the so-called White List) for a period not shorter than until settlements with the Contracting Authority under the Contract are made.
13. The basis for payment of the remuneration referred to in paragraph 1 of this section shall be:
- a) VAT invoices properly issued by the Contractor
 - and
 - b) acceptance by the Contracting Authority of individual Stages in accordance with the schedule, in the form of a signed handover and acceptance report or final acceptance report as referred to in sec. 8(8).
14. Payment of the remuneration shall be made by way of transfer to the Contractor's bank account no. within 30 days from the date of submission of a correctly issued invoice. ,
15. The Contracting Authority is an active VAT payer.
16. The Contractor declares that it is an active VAT taxpayer/exempt from VAT/not an active VAT taxpayer ².
17. The payment terms are set as up to 30 days from the date of receipt by the Contracting Authority of a correctly issued VAT invoice.
18. The Parties agree that the date of payment shall be the date on which the Contracting Authority's bank account is debited.
19. The Contracting Authority stipulates that in the event of failure to complete the

¹ The account must be on the so-called 'white list', i.e. it must be an account that has been submitted for inclusion in the list referred to in Article 96b of the Act of 11 March 2004 on the value added tax (Journal of Laws of 2020, item 106).

²Strike out as appropriate

construction works or in the event that it is not possible to complete the works by a time limit allowing for the completion of the investment project, the Contracting Authority shall have the right to abandon the performance of the subject of the Contract referred to in sec. 2(2)(e) and (f) and withdrawal from the Contract in part by 30 June 2032. In such a case, the Contractor shall receive reimbursement of the amounts referred to in sec. 11(3)(1) and reimbursement of the retained amount referred to in sec. 8(10), first sentence, and remuneration for each completed and accepted Stage, or part thereof, without the Contractor's right to receive remuneration for an uncompleted stage, and in such a case the Contractor shall not be entitled to any claims (including compensation) on account of abandonment of the performance of such parts of the Contract by the Contracting Authority. In the event of withdrawal from the Contract by the Contracting Authority, the Parties shall draw up a separate final acceptance report as referred to in sec. 8(9) of the Contract.

§ 10 RIGHT OF OPTION

1. The Contracting Authority envisages the possibility of exercising the right of option in the form of the Contractor designing a model of a hall and taking measurements on a model no smaller than a minimum scale of 1 to 20.
2. The time limit for performance of the subject of the Contract under the right of option shall be and shall be performed as part of Stage of the Contract.
3. The right of option may be exercised by the Contracting Authority by, by submitting a written statement on the exercise of the right of option.
4. If the Contracting Authority exercises its right of option, the Contractor shall be obliged to perform it under the terms and conditions set out in this Contract, which the Contractor accepts.
5. If the Contracting Authority does not exercise the right of option, the Contractor shall not be entitled to any claims on this account.
6. The remuneration to which the Contractor shall be entitled for the exercise of the right of option shall be gross, including 23% VAT, including for the transfer of author's economic rights/granting of licence and for the granting of a permission to dispose of and use the related copyrights in the gross amount of
7. The Contracting Authority reserves the possibility of exercising the option provided that it has the financial means to do so.

§11

PERFORMANCE BOND

1. The Contractor has provided a performance bond in the amount of:, i.e. 5% of the remuneration referred to in sec. 9(1) in the form of
2. The performance bond provided is intended to secure claims for non-performance or improper performance of the Contract.

3. The performance bond shall be returned to the Contractor at the times and in the amounts specified below:
 - 1) 70% of the performance bond amount within 30 days from the day of completion of the subject of the Contract and recognition by the Contracting Authority that it has been duly completed (in accordance with the content of this Contract), i.e. from the date of signing by the Parties of the final acceptance report referred to in sec. 8(8) of the Contract;
 - 2) 30% of the performance bond amount within 15 days of the expiry of the period of the implied warranty for defects.
4. The Contracting Authority reserves the right to return a smaller amount of the performance bond than that provided for in paragraph 3 if the performance bond submitted has been used to cover the Contracting Authority's claims for non-performance or improper performance of this Contract, including claims for payment of contractual penalties charged. If the term of the Contract changes, the Contractor undertakes to amend the duration of the performance bond in accordance with the change in the term of the Contract while maintaining its continuity.
5. If the Contractor fails to fulfil its obligations under the implied warranty for defects, the defects arising during this period shall be rectified by the Contracting Authority in the Contractor's stead and at the Contractor's expense, using the amount of the performance bond for this purpose.

§ 12

LIABILITY UNDER THE IMPLIED WARRANTY FOR DEFECTS AND WARRANTY

1. The Contractor shall provide the Contracting Authority with a warranty for the completed design documentation (both the whole design documentation and each of the individual documents comprising the design documentation) and other documents created/delivered in the course of the performance of the Contract, for a period of 5 years counting from the date of signing of the final acceptance report referred to in sec. 8(8) of the Contract, not longer, however, than 10 years from the date of signing of the acceptance report for Stage 4.
2. The Parties agree that the warranty shall apply in particular to:
 - a) the adopted solutions, scope, form or content - including in particular the building design and detailed design (all trades) having defects reducing their value or usability in relation to the purpose specified in the Contract;
 - b) solutions that do not comply with the parameters set for the investment project, the indications of architectural knowledge, design standards and building experience, as well as technical and construction regulations;
 - c) calculation errors, gaps in the documents, non-compliance with legal provisions, technical conditions, faulty performance leading to an investment

project that does not achieve the intended technical or performance parameters, incompleteness from the point of view of the purpose it is intended to serve.

3. The Contractor shall be liable under the implied warranty for defects for any physical and legal defects of the design documentation (both the whole design documentation and each of the individual documents making up the design documentation) and other documents created/delivered in the course of performance of the Contract, in particular if such defects reduce their value or usefulness in view of the Contracting Authority's purpose known to the Contractor, especially if the use of the design documentation (or other documents created in the course of performance of the Contract) for carrying out the public procurement intended by the Contracting Authority becomes unsuitable, inadmissible, difficult or impossible, either in fact or legally.
4. The Contracting Authority may also assert warranty claims after the period specified in paragraph 1 if it has reported the defect before the expiry of that period.
5. All costs associated with the performance of warranty obligations shall be borne by the Contractor.
6. Claims under the guarantee and implied warranty for defects must be received and resolved in Polish.
7. If physical or legal defects are discovered during the period of warranty or implied warranty for defects, the Contracting Authority shall inform the Contractor in writing, indicating the extent of the defects and setting an appropriate time limit for the rectification of the defects, which shall not be less than 5 business days from the date of the notification. If the Contractor fails to rectify the defects free of charge within the aforementioned period, or fails to request an extension of the set time limit by the period indicated by the Contractor, stating the reasons for such extension, to which the Contracting Authority agrees, the Contracting Authority may commission the rectification of the defects to a third party at the Contractor's expense and risk, to which the Contractor irrevocably agrees, and shall charge contractual penalties in accordance with the provisions of the Contract.
8. If the Contractor rectifies a defect, the warranty period referred to in paragraph 1 for the part of the documentation whose defect(s) has(-ve) been rectified shall start anew from the moment the defect has been rectified.
9. The Parties extend the Contractor's liability under the implied warranty for defects and set it for a period equal to the period of the warranty. The period of the warranty for defects shall commence on the date referred to in paragraph 1, with the exception of legal defects, for which the period of the warranty for defects shall commence in accordance with the provisions of the Civil Code. The Contracting Authority's rights under the implied warranty for defects shall apply irrespective of the rights arising from the warranty.
10. The Contractor shall, within 21 days prior to the expiry of the periods of the implied warranty for defects and warranty, inform the Contracting Authority of the expiry of the

said periods and of the need to carry out a warranty acceptance. In connection with the aforementioned notification, the Contracting Authority shall set a date for the warranty acceptance, no later than 14 (fourteen) days before the last day of the periods of implied warranty for defects and warranty. If defects/faults/errors are found, the Contracting Authority shall set a time limit for rectification of the defects found during the periods of implied warranty for defects and warranty.

11. To the extent not covered by this Contract, the Contracting Authority shall be entitled to rights under the implied warranty for defects and warranty according to general rules.

§ 13

CONTRACTUAL PENALTIES

1. The Contracting Authority shall have the right to impose contractual penalties on the Contractor, and the Contractor shall be obliged to pay the contractual penalties imposed on it for non-performance or improper performance of the subject of the Contract in the following cases and amounts:
 - a) for withdrawal from the Contract by the Contractor or withdrawal from the Contract by the Contracting Authority for reasons attributable to the Contractor, in the amount of 20% of the remuneration referred to in sec. 9(1);
 - b) for delay in timely performance of the subject of the Contract as regards individual Stages in relation to the time limits specified in the schedule constituting Appendix 6 to this Contract, in the amount of 0.2% of the remuneration referred to in sec. 9(1) for a given Stage, for each commenced day of the delay. The penalty referred to in this provision shall not be charged if the contractual penalty referred to in letter a) is charged;
 - c) for a delay in submitting a document, corrected as a result of the Contracting Authority's reservations referred to in sec. 8(5) of the Contract, in the amount of 0.01% of the gross remuneration referred to in sec. 9(1) of the Contract for a given Stage, for each day of the delay, counting from the day following the day on which the Contractor was required to submit a corrected version of the document to the day of submission of a document to which the Contracting Authority has no reservations, or to the expiry of the time limit for completion of a given Stage of the Contract, if this time limit is earlier than the submission of the corrected document by the Contractor;
 - d) for other cases of improper performance of the subject of the Contract for reasons attributable to the Contractor, in the amount of 0.01% of the amount of the gross remuneration referred to in sec. 9(1) of the Contract for the given Stage in which the failure occurred, for each case separately;
 - e) for a delay in rectifying defects in the documentation, in the amount of 0.02% of the gross remuneration referred to in sec. 9(1) of the Contract for a given Stage,

- for each day of the delay, starting from the day following the expiry of the agreed time limit for rectifying the defects;
- f) for any inconsistency in the documentation with the provisions of sec. 3(4), in the amount of 0.01% of the gross remuneration referred to in sec. 9(1)(b) of the Contract for each case;
 - g) for a delay in the performance of other activities carried out by the Contractor as part of Stages 5 and 6, for which the Contracting Authority has stipulated or established a time limit, within its rights under the Contract, in the amount of PLN 350, for each day of the delay;
 - h) in the event of failure to submit a copy or original of the insurance policy to the Contracting Authority or to hold a valid insurance contract during the term of the Contract, in the amount of PLN 1,000.00 for each commenced day of the delay;
 - i) in the event of non-renewal of the performance bond if the time limit for the performance of the Contract is extended, in the amount of 0.01% of the value of the performance bond indicated in sec. 11(1) of the Contract for each case;
 - j) in the case indicated in sec. 16(10), in the amount of 6% of the total gross remuneration indicated in sec. 9(1)(a), (b), (c) and (d), i.e. for Stages 1 - 3;
 - k) in the case indicated in sec. 16(15), in the amount of PLN 10,000,000.00;
 - l) for non-payment or untimely payment of remuneration due to subcontractors, for changing the amount of remuneration of a subcontractor with whom the Contractor has concluded a contract for a period longer than 6 months, the subject of which is services, within the scope of changes corresponding to changes in the prices of materials or costs relating to the subcontractor's obligation, in the amount of PLN 10,000.00 for each such case.
2. In addition to the cases expressly mentioned in the Contract, improper performance of the subject of the Contract shall be understood as, in particular, non-compliance of the subject of the Contract with respect to the scope described in the Contract, non-compliance by the Contractor with the obligations indicated in sec. 3 of this Contract, as well as substantive inconsistency of the documents prepared by the Contractor under the Contract.
 3. The charging of a contractual penalty for a delay in rectifying defects found in any of the Stages shall rule out the charging of contractual penalties for a delay in the completion of individual Stages caused by the rectification of any defects.
 4. The contractual penalty(-ies) due to the Contracting Authority may be deducted from the Contractor's remuneration, to which the Contractor agrees, on the basis of the Contracting Authority's statement submitted to it, or from the performance bond, at the Contracting Authority's discretion.
 5. The obligation to pay contractual penalties shall not rule out the right to claim compensation on general terms if the value of the damage suffered by the Contracting Authority exceeds the amount of the contractual penalty.

6. The contractual penalties shall become due within 7 (seven) days of delivery of the debit note to the Contractor. The debit note shall be sent to the Contractor's address indicated in the Contract.
7. Neither Party shall be liable for events caused by force majeure which render the fulfilment of their obligations wholly or partially impossible.
8. Force majeure within the meaning of this Contract shall be external, extraordinary events, beyond the control of the Parties, which could not have been foreseen prior to the signing of this Contract, in particular natural disasters: floods, hurricanes, epidemics, fires, earthquakes and extraordinary events involving the disruption of collective life, i.e. wars, riots, revolutions, strikes and lockouts.
9. The Contractor shall not be liable for delays caused by force majeure, improper performance of the Contract by the Contracting Authority or caused by the Contracting Authority or third parties for whom the Contractor is not responsible.
10. The Parties undertake to notify each other immediately - no later than within 7 (seven) days - of the occurrence of force majeure, whereby, if the Parties are unable to communicate, the time limit shall start to run as soon as the reasons causing the lack of communication cease to exist.
11. The Contracting Authority shall have the right to impose contractual penalties on the Contractor, and the Contractor shall be obliged to pay the contractual penalties imposed on it for non-performance or improper performance of the subject of the Contract up to the value of 40% of the remuneration referred to in sec. 9(1).

§ 14

WITHDRAWAL FROM THE CONTRACT

1. The Parties agree that the subject of this Contract is of a divisible nature, which means that withdrawal from this Contract may be made both in respect of the entire subject of the Contract and in respect of a part thereof.
2. The Contracting Authority shall be entitled to withdraw from the Contract in whole or in part with effect from the date of conclusion of the Contract in the following cases:
 - a) when defects in the subject of the Contract are of a material nature and have not been rectified in accordance with the terms of this Contract;
 - b) in the event of failure to fully perform the subject of this Contract;
 - c) in the event of a delay in the performance of the subject of the Contract, caused by reasons attributable to the Contractor, exceeding 30 days;
 - d) in the event that the Contractor, within 10 days from the date of conclusion of the Contract, has not commenced the activities related to the performance of the Contract.

3. The Contracting Authority shall be entitled to withdraw from the Contract in whole or in part with effect from the date of presentation of the statement of withdrawal in the following cases:
- a) in the event of a material change of the circumstances resulting in the performance of the Contract not being in the public interest, which could not have been foreseen at the time of conclusion of the Contract, or in the risk that further performance of the Contract may jeopardise a vital interest of state security or public safety, or if there have been significant legislative changes to the scope of the Contracting Authority's activities and organisation;
 - b) in the event of insolvency of the Contractor or the commencement of the Contractor's liquidation;
 - c) the Contractor fails to comply in a timely manner with the Contracting Authority's request to rectify a default that materially affects the proper and timely performance of the Contract;
 - d) the Contractor is not fulfilling its obligation to provide services by persons with the required qualifications and experience;
 - e) in the event that the Contractor performs the Contract inconsistently with its provisions despite having been warned twice in writing by the Contracting Authority;
 - f) in the event of failure to perform part of the subject of this Contract;
 - g) in the event that a revised document to which the Contracting Authority raises objections is submitted to the Contracting Authority for a third time, in accordance with sec. 8(5) of the Contract;
 - h) in the event that the Contractor interrupts the performance of the subject of the Contract without justifiable reasons and does not continue the work despite a written request from the Contracting Authority;
 - i) in the event that the Contractor fails to complete a particular Stage by the time limit specified in the approved schedule, whereby the Contracting Authority may withdraw from the Contract without setting a further date;
 - j) in the event that the Contractor has breached the confidentiality obligation referred to in sec. 18;
 - k) in the cases referred to in Article 456(1) of the Act;
 - l) in other cases provided for by applicable law.
4. Withdrawal from the Contract shall be made in writing, indicating the reason for the withdrawal, the extent of the withdrawal (in whole or in part) and the date on which the withdrawal takes effect. The submission of the statement of withdrawal shall be preceded by a call upon the Contractor to properly perform the Contract by the time limit specified in the request. In cases of partial withdrawal from the Contract, the Contractor shall be entitled to remuneration for the elements of the subject of the

Contract that were accepted before the statement of withdrawal was submitted, and for the elements of the subject of the Contract that the Contracting Authority deems acceptable as at the date of the withdrawal.

5. The author's economic rights in the individual elements of the documentation transferred to the Contracting Authority prior to termination of the Contract shall remain with the Contracting Authority even in the event of termination of the Contract by either of the Parties.
6. The Contracting Authority may exercise the right to withdraw from the Contract within a period of up to 60 (sixty) days of becoming aware of a reason entitling it to withdraw from the Contract, subject to the case referred to in paragraph 3(a) for which the period shall be 30 (thirty) days.
7. The exercise of the right to withdraw from the Contract shall not prejudice the admissibility of the claim for payment of contractual penalties, nor the admissibility of the claim for supplementary compensation for non-performance or improper performance of the Contract.
8. In the event of termination of the Contract - for whatever reason - the Parties shall draw up a list of the activities completed up to the date of termination and make appropriate settlements in this respect.
9. In the event of withdrawal from the whole or part of the Contract by either Party for statutory reasons, settlement of the Contract shall be based on the general rules under the Civil Code.
10. In the event of non-completion of the subject of the Contract by the time limit referred to in sec. 7(2)(2), including in particular as a result of a failure to conclude an agreement with the General Contractor or a failure to complete the construction works, the Contract shall be terminated upon a statement by either of the Parties as of the date of submission of the statement. This statement can be made within 1 year of the end of the term. In such a case, the Contractor shall receive remuneration for each completed and accepted Stage or part thereof, without the Contractor's right to receive remuneration for an uncompleted stage or part thereof, and shall be reimbursed for the amounts referred to in sec. 11(3) (1) and reimbursed for the retained amount referred to in sec. 8(9), if any.
11. The Contracting Authority stipulates that in the event of failure to complete the construction works or in the event that it is not possible to complete the works by a time limit allowing for the completion of the investment project, the Contracting Authority shall have the right to abandon the performance of the subject of the Contract referred to in sec. 2(2)(e) and (f) and withdrawal from the Contract in part by 30 June 2032. In such a case, the Contractor shall receive reimbursement of the amounts referred to in sec. 11(3)(1) and reimbursement of the retained amount referred to in sec. 8(9), if any, and remuneration for each completed and accepted Stage, or part thereof, without the Contractor's right to receive remuneration for an uncompleted stage, and in such a case the Contractor shall not be entitled to any

claims (including compensation) on account of abandonment of the performance of such parts of the Contract by the Contracting Authority. In the event of withdrawal from the Contract by the Contracting Authority, the Parties shall draw up a separate final acceptance report as referred to in sec. 8(8) of the Contract.

12. In the event of non-performance or improper performance of the obligations indicated in sec. 3(20), the Contracting Authority may terminate this Contract with immediate effect, which shall be deemed to be a termination due to the Contractor's fault.

§ 15

AMENDMENTS TO THE CONTRACTUAL PROVISIONS

1. Amendments to this Contract must be made in writing under pain of nullity.
2. The Parties are entitled to make non-substantive amendments to the Contract, i.e. amendments other than those specified in Article 454(2) of the Act.
3. Pursuant to the provisions of Article 455(1) of the Act, the Contracting Authority allows amending the provisions of the Contract to the extent and according to the rules indicated below.
4. Amendments to the Contract may be made if the following circumstances occur:
 - 1) a force majeure event occurs that will affect the time limit of the performance of the Contract or the manner of performance or the subject of the Contract, provided that the other Party is notified in writing of the occurrence of such an event and that it is documented with appropriate evidence;
 - 2) it is established that any provision of the Contract is unlawful or will be declared unlawful as a result of a change in applicable law, made after the date of conclusion of the Contract;
 - 3) organisational changes occur that relate to the Contracting Authority or its tasks, which could not have been foreseen before the date of conclusion of the Contract and which affect the subject of the Contract or the conditions for its performance;
 - 4) changes are made to generally applicable laws to the extent affecting the performance of the subject of the Contract - by the period necessary to adjust the subject of the Contract;
 - 5) reasons beyond the Contractor's control occur, resulting in the temporary impossibility of the Contracting Authority to perform the acceptance of the subject of the Contract - by the period in which the impossibility occurred;
 - 6) failure to meet the time limits for handling cases and issuing relevant decisions (including opinions, agreements, positions, permits, etc.) by public administration bodies beyond the time limits specified in the provisions of the Code of Administrative Procedure, by which the Parties understand that an application for a given case should be considered and the case should be

closed with a substantive decision within the time limit that is not longer than 1 month from the date of filing the application, with the exception of the building permit decision, the time limit for the issuance of which is 65 days - unless the reason for the authority's failure to meet the time limit referred to above is an incorrect or incomplete formulation of the application or its appendices, submission of the application with the wrong authority or any other fault of the Contractor - by the period in which the failure occurred;

- 7) the lodging of appeals, complaints, etc. against the administrative acts obtained concerning any of the stages of the design documentation, with the exception of the situation when the lodging of the appeal occurs due to the fault of the Contractor - by the duration of the proceedings;
- 8) the Contracting Authority's delay in providing the Contractor with relevant documentation or in taking a position on matters concerning the preparation of the design documentation when, pursuant to the provisions of the Contract or as required by the applicable laws, the obligation to provide such documentation or take a position rests with the Contracting Authority - by the duration of the delay;
- 9) a delay in the event of prolonged tender procedures, including for construction works, and the performance of the subjects of contract resulting from them, and changes of contractors - by the duration of the delay;
- 10) a failure of the owner and/or operator of a property to promise preliminary rights to carry out exploratory work (such as surveying, geological work, etc.) - by the period during which the inability to perform such works occurred;
- 11) stoppage or suspension of works by the Contracting Authority - by the period of the stoppage or suspension;
- 12) change of the time limit for completion of the Stages specified in sec. 2(3)(a) to (d), resulting from the adopted schedule, beneficial for the Contractor and the Contracting Authority - by the period necessary for completion of all activities in a given Stage, provided that the following conditions are jointly fulfilled:
 - this change is not due to the fault of the Contractor;
 - this will not affect the time limit specified in sec. 7(2)(1) of the Contract;
 - submission of a written request to this effect by either Party no later than 14 days prior to the expiry of the time limit for completion of each Stage, setting out detailed reasons for the change in the time limit;
- 13) a change in the scope of the Contract in the event of:
 - a) the necessity to make changes/additions to the design documentation at the stage of performance of construction works together with the purchase

of equipment and other services related to the necessity to update the design solutions due to:

- the appearance on the market of better-generation materials or equipment enabling savings in the operating costs of the investment project or making it possible to achieve a better quality of works;
 - technological progress;
 - discontinuation of the production of construction materials or equipment, the use of which the Contractor had anticipated in the performance of the investment project;
- b) the need to adjust the relevant contractual provisions if, due to an extraordinary change of relations, the performance would be connected with excessive difficulties or would threaten one of the Parties with loss, which the Parties could not foresee when concluding the Contract;
- c) changes to planning documents or regulations of a local nature, including the entry into force of an amendment to the zoning plan relating to the investment project area;
- 14) changes to the persons planned by the Contractor for the performance of the Contract, provided that the change consists in replacing the person concerned by a person with licenses, experience and qualifications not less than those indicated in Appendix 3 to the Contract.
5. Amendments to the provisions of the Contract in connection with the occurrence of the circumstances referred to in paragraph 4 may relate in particular to:
- 1) the time limit for the performance of the Contract and other specific time limits set out in the Contract;
 - 2) requirements concerning the subject or manner of performance of the Contract;
 - 3) procedures of a formal nature, in particular amendments to the model documents constituting appendices to the Contract;
 - 4) elimination of discrepancies or ambiguities in the Contract that cannot be eliminated in other ways.
6. The changes referred to in section 4 shall not result in a change in the remuneration due to the Contractor for the performance of the Contract, nor shall the Contractor be entitled to any other claims on this account.
7. The Parties undertake to amend the amount of the remuneration due to the Contractor referred to in sec. 9(1) of the Contract by way of a written amending annex, each time one of the following circumstances occurs:
- a) there is a change in the applicable rate of VAT and excise tax, whereby the net value of the Contractor's remuneration will not change, and the gross value of the remuneration specified in the amending annex will be calculated on the basis of the new regulations;

- b) there is a change in the minimum remuneration for work or the amount of the minimum hourly rate established on the basis of Article 2(3-5) of the Act of 10 October 2002 on the minimum remuneration for work if the Contractor proves that the above change affects the cost of completion of the Contract and results from an increase in remuneration of persons directly performing the Contract up to the amount of the minimum remuneration currently in force, taking into account all public and legal charges on the amount of the increase of the minimum remuneration;
- c) there is a change in the rules governing social or health insurance, or in the rate of social or health insurance premiums, if the Contractor proves that the change affects the cost of performance of the Contract that the Contractor will be additionally obliged to incur to take the change of regulations into account, or that the Contractor will save, while retaining the current net amount of remuneration of the persons directly performing the contract for the Contracting Authority;
- d) there is a change to the rules on the collection and amount of contributions to employee capital plans referred to in the Act of 4 October 2018 on employee capital plans (consolidated text: Journal of Laws of 2024, item 427), if the Contractor proves that the change affects the cost of performance of the Contract, which the Contractor will be obliged to incur additionally in order to take into account the change of the regulations, or which the Contractor will save, while maintaining the existing net amount of remuneration of the persons directly performing the contract for the Contracting Authority;

if these changes affect the costs of performance of the Contract by the Contractor;

- 8. The change of the amount of remuneration due to the Contractor on grounds referred to in paragraph 4(a) shall apply exclusively to the part of the subject of the Contract completed, in accordance with the time limits specified in the Contract, after the date of entry into force of the legal provisions amending the rate of VAT or the excise tax and exclusively to the part of the subject of the Contract to which the amendment to the rate shall apply.
- 9. The change in the amount of remuneration on grounds referred to in paragraph 7(b), (c) or (d) shall include only that part of the remuneration due to the Contractor in relation to which there has been a change in the amount of the costs of performance of the Contract by the Contractor in connection with the entry into force of the provisions respectively changing the amount of the minimum wage, or making changes in the principles of being subject to social insurance or health insurance, or to the amount of the social or health insurance contribution rate, or change to the rules for collecting and the amount of contributions to employee capital plans.
- 10. In the event of a change referred to in paragraph 7(2), the Contractor's remuneration shall be amended by an amount corresponding to the increase in the Contractor's cost due to the increase in the remuneration of the employees providing the services to the amount of the currently applicable minimum wage,

taking into account all public and legal charges on the amount of the increase in the minimum wage. The amount corresponding to the increase in the Contractor's cost shall relate exclusively to the part of remuneration of the employees providing the services referred to in the preceding sentence corresponding to the extent to which they perform work directly related to the performance of the subject of the Contract.

11. In the event of the change referred to in paragraph 7(c), the Contractor's remuneration shall be changed by an amount corresponding to the change in the Contractor's cost incurred in connection with paying the remuneration of the employees providing the services. The amount corresponding to the change in the Contractor's cost shall relate exclusively to the part of remuneration of the employees providing the services referred to in the preceding sentence corresponding to the extent to which they perform work directly related to the performance of the subject of the Contract.
12. In order to conclude the addendum referred to in paragraph 7, each Party may apply to the other Party for a change in the amount of remuneration due to the Contractor, together with a justification containing, in particular, a detailed calculation of the total amount by which the remuneration should be changed and an indication of the date from which a change in the amount of the costs of performance of the Contract justifying a change in the amount of remuneration due to the Contractor has occurred or will occur.
13. In the event of the changes referred to in paragraph 7(b) or (c), if the Contractor makes the request, it shall attach to the request documents showing to what extent these changes affect the costs of performing the Contract, in particular:
 - a) a written wage/salary statement (both before and after the change) of the employees providing the services, specifying the scope (full time or part time) in which they perform work directly related to the performance of the subject of the Contract and the part of the remuneration corresponding to that scope - in the case of a change referred to in paragraph 7(b), or
 - b) a written wage/salary statement (both before and after the change) of the workers providing the services, together with the amounts of contributions paid to the Social Insurance Institution/Agricultural Social Insurance Fund in the part financed by the Contractor, specifying the extent (part of full time equivalent) to which they perform work directly related to the performance of the subject of the Contract and the part of the remuneration corresponding to that extent - in the case of the change referred to in paragraph 7(c).
14. In the event of the change referred to in paragraph 7(c), if it is requested by the Contracting Authority, the Contracting Authority shall be entitled to oblige the Contractor to submit, within a specified time limit of not less than 10 business days, documents showing to what extent this change affects the costs of performance of the Contract, including a written wage/salary statement.

15. Within 30 business days from the date of submission of the request referred to in paragraph 13, the Party that has received the request shall provide the other Party with information on the extent to which it approves the request, and shall indicate the amount by which the remuneration due to the Contractor should be changed, or with information on the non-approval of the request and the reasons for it.
16. If a Party is informed that a request has not been approved or has been partly approved, that Party may submit the request again as referred to in paragraph 13. In such a case, the provisions of paragraphs 14 to 15 shall apply as appropriate.
17. In the event of a change in the price of materials or costs related to the performance of the subject of the Contract, the Contractor's remuneration referred to in sec. 9(1) shall be amended according to the rules set forth below:
 - a) a change in the remuneration in the case referred to in paragraph 17 shall be made on the basis of a request submitted by one of the Parties to the Contract no earlier than 12 months after the date of conclusion of the Contract. The request should contain a justification indicating the change in the price of materials or costs related to the performance of the subject of the Contract, together with documents showing to what extent these changes affect the performance of the Contract and a calculation of the changed remuneration in accordance with the provisions of the Contract.
 - b) a change in the remuneration shall be made if the announcements of the President of Statistics Poland concerning the announced consumer price index published after the conclusion of the Contract and relating to two consecutive quarters show that the sum of the increase in prices on the basis of the announced index amounts to more than 2.0%.
 - c) a request for amendment may only concern remuneration for services not performed by the date of the request, i.e. not included in the handover and acceptance reports signed by the date of submission of the request.
 - d) the value of the change (VC) shall be determined using the following formula:
$$VC = R \times F\%,$$
where:
 - R - net remuneration according to sec. 9(1);
 - F - the arithmetic sum of two consecutive values of the change in the prices of consumer goods and services resulting from the announcements of the President of Statistics Poland referred to in letter (b).The value calculated in the above manner shall be added in proportion to the value of the non-accepted Stages or non-performed services and increased by the VAT due.

- e) The change in remuneration, once the proposal has been approved by both Parties, shall be made by means of an amending annex to the Contract, to which the replacement value of the said remuneration shall be appended.
 - f) Subsequent remuneration changes may be made, provided that they are made no more frequently than every 12 months.
18. The maximum change in the value of the Contractor's remuneration, i.e. the sum of all changes made pursuant to the aforementioned provisions, may not exceed in total the value constituting 10% of the value initially specified in sec. 9(1) of the Contract;
19. In the event of a change in the Contractor's remuneration in accordance with the above provisions, pursuant to Article 439(5) of the Act, the Contractor shall be obliged to change the remuneration payable to the Subcontractor with whom it has concluded a contract to the extent corresponding to the changes in material prices or costs relating to the Subcontractor's obligation, if the following conditions are jointly met:
- a) the subject of the contract is services,
 - b) the duration of the contract exceeds 6 months.
20. In addition, the amount of the Contractor's remuneration may change if:
- a) significant changes are made at the request of the Contracting Authority or solutions justified by the achievement of the expected standard of the investment project or by meeting the needs of the User are applied, including in particular those relating to acoustics, or other unforeseen circumstances take place during the performance of the Contract;
 - b) after acceptance of Stage I, the Contracting Authority requires a significant change affecting the key parameters of the building in the multi-trade concept referred to in sec. 2(3)(a), which will result in a change to the previously approved guidelines;
 - c) the Contracting Authority commissions the Contractor to carry out additional elaboration or analyses that are not covered by the subject of the Contract, including in particular the preparation of an acoustic model, additional studies/expert opinions, visualisations, animations, etc.;
 - d) the Contracting Authority commissions the Contractor to prepare substitute and/or additional designs if the need for such designs is not due to errors/defects in the Documentation;
 - e) in the cases referred to in sec. 2(7)(h);
 - f) in cases of unforeseen changes to the documentation resulting from issues unrelated to the normal procedure for obtaining a decision, in the scope exceeding the scope indicated in sec. 3(8), e.g. changes resulting from the provisions of local law - at a justified request of the Contractor;
 - g) due to other unforeseen circumstances, the Contracting Authority considers a change in the remuneration to be justified;

- subject to the Contractor documenting, demonstrating and justifying the increase in costs in writing, based on justifications and cost estimates or valuations, and obtaining the Contracting Authority's approval in this respect.
21. In the case of amendments pursuant to paragraph 20(a) and (b), the amount of the changed remuneration will be determined in accordance with the Regulation of the Minister of Development and Technology of 20 December 2021 on the determination of the methods and bases for drawing up an investor's cost estimate, calculating the planned costs of design works and the planned costs of construction works specified in the functional-utility programme (as amended), i.e. it will constitute 5.7% of the value of the changed costs of the performance of the investment project. In such a case, after the Contractor provides the Contracting Authority with the value of the investment project for which the cost estimate was prepared, the Parties will conclude an amending annex increasing the costs of the performance of the investment project and increasing the Contractor's remuneration determined in accordance with the Regulation of the Minister of Development and Technology of 20 December 2021 on the determination of the methods and bases for drawing up an investor's cost estimate, calculating the planned costs of design works and the planned costs of construction works specified in the functional-utility programme, i.e. it will constitute 5.7% of the value of the changed costs of the performance of the investment project.
 22. The Parties agree that the Contractor to whom the Contracting Authority has awarded the Contract may be replaced by a new contractor only under the circumstances specified in Article 455(1)(2). If these circumstances arise: the Contractor shall ensure the continuity of the performance of the Contract by the successor who will take over the Contractor's activities.
 23. Unless otherwise stipulated, all amendments to the provisions of this Contract shall be made in writing under pain of nullity and may be made in the form of amending annexes adopted by the Parties to the Contract.

§ 16

COPYRIGHTS

1. The Contractor declares that the works created or made available as a result of or in connection with the performance of this Contract, in particular the design documentation and other documents created/delivered in the course of the performance of the Contract, including the BIM model saved in IFC files and in native files and database files, hereinafter referred to as 'Works', shall not infringe the intellectual property rights of others, in particular the author's economic and moral rights, and shall not be burdened with any legal defects, in particular third party rights, and that the Contractor is entitled to the entirety of the author's economic rights in the Works.
2. Due to the fact that the Contracting Authority is a public finance sector entity, the Contractor, within the scope of the remuneration referred to in sec. 9 of the

Contract, shall, upon signing by the Contracting Authority of the handover and acceptance reports or, respectively, the final acceptance report referred to in sec. 8(8) of the Contract, shall transfer to the Małopolska Region the author's economic rights to works created or made available as a result of the performance or in connection with the performance of the accepted Stage, as well as additions, corrections and adjustments, additional explanations and verifications performed respectively as part of the received stage, in accordance with the provisions of the Act of 4 February 1994 on copyright and related rights (consolidated text: Journal of Laws of 2017, item 888, as amended; hereinafter referred to as 'cop. law.'). The transfer of the rights referred to in this section shall apply to both the draft works and their finished form, and shall take place upon acceptance of the work by the Contracting Authority, i.e. upon signing of the handover and acceptance report or the final acceptance report referred to in sec. 8(8) of the Contract.

3. The transfer referred to in paragraph 2 of this section shall be made without limitation as to territory, time and number of copies in the fields of exploitation specified in Article 50 of the cop. law, including in particular the following fields:
 - a) using for any purposes of the Małopolska Region related to the investment, in particular for the purpose of construction, use of the CM, as well as the sale of the investment project;
 - b) recording and reproduction using any technique on any medium, on any scale, for the purpose of any media, and in particular in the form of printed publications, charts, light-sensitive tape, magnetic tape, computer disks and all types of media intended for digital recording;
 - c) including and using in any materials published for the information and promotion of the Małopolska Region or an entity indicated by the Małopolska Region;
 - d) placing the Works on the market, lending or renting the original or copies;
 - e) exhibiting, displaying, performing and making available to the public the subject of this Contract in such a way that everyone may access it from a place and at a time individually chosen by them;
 - f) entering content into own databases, either in original form or as excerpts or elaborations (abstracts);
 - g) uploading in whole or in part onto a computer network in a way that can be accessed by the interested user;
 - h) disseminating on the Internet;
 - i) uploading into computer memory;
 - j) drafting of foreign language versions;
 - k) using in multimedia works;
 - l) marketing at home and abroad;

- m) broadcasting as video via a cable connection or a wireless station, broadcasting via a satellite.
- 4. Together with the rights referred to in paragraph 2 of this section, within the remuneration referred to in sec. 9 of the Contract, the Contractor shall transfer to the Contracting Authority the ownership of the media on which the subject of this Contract has been recorded and the ownership of the number of copies required by the Contract.
- 5. Within the remuneration referred to in sec. 9 of the Contract, the Contractor, upon signing the final acceptance report referred to in sec. 8(8) or upon termination of/withdrawal from the Contract for reasons not attributable to the Contracting Authority, authorises the Małopolska Region to exercise its related copyrights to the subject of this Contract by making changes, alterations, modifications, updates, elaboration and adaptation of the design documentation and other documents created/delivered in the course of the performance of the Contract, and authorises the Małopolska Region to dispose of these rights, among other things, by granting consent to other entities to exercise the aforementioned related copyrights to the subject of this Contract in the fields of exploitation specified in paragraph 3 of this section, and with regard to databases, the Contractor additionally agrees for the preparation of elaborations.
- 6. Simultaneously with the handover of the subject of this Contract to the Contracting Authority, the Contractor agrees to make it available to the public for the first time.
- 7. Under the terms specified in paragraph 2-6 and 8, the Contractor transfers to the Contracting Authority the sui generis rights of the database producer in full, insofar as they arise in relation to the work during the performance of the Contract.
- 8. The use of the works in all the above-mentioned fields of exploitation may take place in particular in the following forms:
 - a. publication in the form of a book, as part of the documentation for a public procurement procedure, including in electronic form, documentation to be used to carry out construction work based on it, multimedia, separately or in editions with works of other entities;
 - b. dissemination in whole or in part, alone or in the works of others, or in combination with the works of others;
 - c. dissemination after development using all artistic and graphic techniques, changes in colour and saturation, scales and proportions, fonts, framing;
 - d. dissemination after editorial processing, including the insertion of sub-headings, sub-titles, descriptions.
- 9. The Contractor retains author's economic rights, which protect the creator's relationship with the work, which is unlimited in time and not subject to waiver, in the scope specified in the Act of 4 February 1994 on copyright and related rights (consolidated text: Journal of Laws of 2018, item 1191), hereinafter referred to as

'Copyright Act', subject to the provisions of this regulation and without prejudice to the rights transferred by the Contractor by this means, in particular the Contractor warrants that it will not object to the following activities:

- a) deciding on making available for the first time;
 - b) deciding on the inviolability of the form and content of the work and its fair use (integrity);
 - c) deciding on the supervision of the use of the work.
10. The Contractor declares that the consents expressed in the content of this section shall not be withdrawn or revoked by the Contractor, but if the Contractor revokes or cancels any of the Contracting Authority's rights or takes any other action of similar effect, the Contractor shall be liable for damages on this account, and furthermore the Contractor shall be obliged to pay a contractual penalty to the Małopolska Region in the amount specified in sec. 13(1)(j).
11. The Contractor may retain copies of each of the works made for its own documentation and presentation of its own achievements.
12. The Contractor shall be liable to the Małopolska Region for any legal defects in the completed subject of the Contract, and in particular for any third-party claims arising from infringement of intellectual property rights, including non-compliance with the provisions of the cop. law.
13. If a third party brings a claim against the Małopolska Region for infringement of copyrights by using the documentation that is the subject of this Contract, the Contractor shall be obliged to cover all legal representation costs and court costs, and to pay any amounts agreed or awarded against the Małopolska Region as well as the costs of settling the matter amicably - to the extent that the third party's claim against the Małopolska Region has been recognised or awarded or the obligation of the Małopolska Region has been agreed. The competition participant shall be obliged to cover all expenses that the Małopolska Region will incur in connection with the assertion of claims against it by third parties for infringement of the copyright and any intellectual property rights related to the performance of this Contract.
14. If there is such a formal and legal possibility, the Contractor reserves the right to participate in any process or negotiations in person or through an appointed proxy - if the Małopolska Region does not allow the Contractor to participate in the process or negotiations or if the Małopolska Region unilaterally recognises the claim, the Contractor shall not be liable under paragraph 17.
15. Should claims or other circumstances arise that justify the fear that the Małopolska Region will not be able to use the subject of the Contract (or a part thereof), the Contractor shall immediately modify the subject of the Contract at its own cost and risk, so that it does not infringe on the rights of third parties, or present a new architectural and urban design that meets the criteria of the Competition and

is free of defects and third party rights. The above does not exclude the Małopolska Region's right to withdraw from the Contract, which it is entitled to under the generally applicable provisions of the Act on copyright and related rights (Journal of Laws of 2025, item 24, consolidated text of 9 January 2025). If the Małopolska Region withdraws from the Contract for the above-mentioned reason, the Contractor shall be obliged to pay a contractual penalty in the amount indicated in sec. 13(1)(k).

16. The above provisions do not exclude the possibility for the Małopolska Region to claim compensation according to the general rules set forth in the Civil Code or to exercise its rights arising from other laws.
17. Termination or withdrawal from the Contract due to circumstances due to the fault of the Contractor shall be tantamount to the Contractor's consent to the commissioning by the Contracting Authority of the continuation of design work using the completed and paid for parts of the Works, and in this respect - to the exercise and disposal of the author's economic related rights to the Works - to another entity. In such a case, the provisions of the above paragraphs shall apply as appropriate. In the event of withdrawal from the Contract or termination of the Contract, the Contractor shall, upon the submission by either Party of a statement of withdrawal from the Contract (submission of a statement of termination of the Contract), transfer to the Małopolska Region the author's economic rights to the documents prepared, even if in an unfinished form, within the scope of the Stage during which the statement of withdrawal from the Contract (or of termination of the Contract) was submitted, in the fields of exploitation referred to in paragraph 3 and in the shares referred to in paragraph 2. The provisions of paragraphs 4 to 16 shall apply as appropriate.

§ 17

ENTITIES JOINTLY PERFORMING THE CONTRACT

(this paragraph applies if the Contract is concluded with a consortium of contractors)

1. The entities performing the Contract jointly (a consortium of contractors) shall be jointly and severally liable for its performance and for any damage resulting from non-performance or improper performance of the Contract.
2. The entities performing the Contract jointly shall appoint a Leader from among themselves and shall grant it a power of attorney to represent them, including the authority to incur obligations on behalf of all the entities performing the Contract jointly.
3. A change of the Consortium Leader shall require a joint statement of all consortium members and shall be effective in relation to the Contracting Authority upon receipt of the relevant notice to this effect.
4. The provisions of the Contract relating to the Contractor shall apply as appropriate to the entities performing the Contract jointly.

5. Prior to the signing of this Contract, the entities performing the Contract jointly have submitted to the Contracting Authority the original contract defining the responsibilities of the entities in the joint performance of this Contract.
6. The members of the consortium shall be jointly and severally liable for the Contractor's obligations under this Contract.
7. All statements made by the Contracting Authority under the Contract shall be served on the Consortium Leader, with effect for all members of the consortium, and in this scope the other members of the consortium shall appoint the Consortium Leader as agent for service.
8. All statements made by the Contractor under this Contract must, in order to be valid and effective, be made by the Leader of the consortium designated to the Contracting Authority, who shall act on behalf of all members of the consortium.
9. The consortium members shall make their own respective settlements between themselves regarding the share of the remuneration due to each consortium member. Under no circumstances shall the Contracting Authority bear any liability for claims between the members of the consortium in respect of the share of the remuneration due to each of them.
10. All settlements under the Contract, including in particular the payment of the relevant part or all of the remuneration, shall be made throughout the term of the Contract through the consortium Leader, on the basis of invoices approved by the Contracting Authority issued by the Consortium Leader in accordance with the Contract.
11. Withdrawal from the Contract by any of the entities jointly performing the Contract, or the assumption of the contractual rights and obligations of such entity by a third party, shall entitle the Contracting Authority to withdraw from the Contract. In such a case, none of the entities performing the Contract jointly shall be entitled to compensation for the termination of the Contract.

§ 18

CONFIDENTIAL DATA

1. The Contractor undertakes to keep absolutely confidential and properly safeguard all information entrusted to it during the term of this Contract or obtained in connection with the performance of the activities covered by this Contract, even after the expiry/termination of this Contract. The Contractor also undertakes to keep confidential all documents created by it in connection with the performance of this Contract, including in particular not to make the investor's estimates available to any third party. This obligation shall not apply to information which the Contracting Authority has a statutory obligation to publish, which constitutes public information or which has been published by the Contracting Authority.
2. Data and information obtained by the Contractor from the Contracting Authority or from their holders in connection with the performance of the Contract, which are not public

information data within the meaning of the Act of 6 September 2001 on access to public information, shall be confidential and shall not be used, made public or made available to third parties by the Contractor without the prior written consent of the Contracting Authority. It shall be forbidden to record or reproduce all or part of the elaboration, including the production of copies using printing or digital technology, marketing, lending, renting, public display, copying, reproduction, reprinting, using the results of the elaboration in whole or in part and combining them with other elaboration by adding various elements, updating, modifying, translating into various languages, changing colours, layout, etc., with the exception of actions taken in connection with and for the proper performance of the Contract.

3. The Contractor shall take all steps to ensure that its employees having access to such data keep all information and personal data confidential, and with regard to the manner in which such data is secured, both during the term of this Contract and after its expiry.
4. The Contractor declares that the employees assigned by the Contractor to perform this Contract are required to sign and hand over to the Contracting Authority a confidentiality statement.
5. In the event that the Contractor assigns additional employees to perform this Contract, the Contractor shall promptly provide the Contracting Authority with the confidentiality statements signed by such employees in accordance with paragraph 4 of this section.
6. The Contractor shall compile and submit to the Contracting Authority a complete list of the employees it has assigned to perform this Contract. In the event of a change in the Contractor's employees assigned to perform this Contract, the Contractor shall update the list of employees and submit it immediately to the Contracting Authority.
7. During the term of this Contract and for a period of 10 years after its expiry, termination or withdrawal, the Contractor shall not publish, transmit, disclose or provide any information that it has obtained in connection with the performance of the Contract.
8. All documents, plans and data carriers provided to the Contractor and obtained by the Contractor from third parties in connection with the performance of the Contract shall be returned by the Contractor to the Contracting Authority after use, but at the latest on the date of signing of the Final acceptance report. The return of these materials will be confirmed by means of a report.
9. The obligation of confidentiality shall be without prejudice to the obligation of either Party to provide information to the authorities entitled to obtain them, as well as to the right of the Parties to make public general information about their activities and information whose disclosure is required by generally applicable laws.
10. In the event of a breach of the provisions of paragraphs 1 and 2 of this section, the Contracting Authority may withdraw from the Contract. In such a case, the Contractor shall not be entitled to any claims for benefits lost as a result of the withdrawal from or termination of the Contract.

11. The Contractor shall maintain the confidentiality of legally protected information. The confidentiality obligation shall also be binding on the Contractor after the termination of the Contract.

§19

FINAL PROVISIONS

1. This Contract shall be governed by Polish law.
2. The competent court for adjudicating disputes arising in connection with the performance of the Contract shall be the common court of law of competent jurisdiction for the Contracting Authority's registered office, according to Polish law.
3. All matters not covered by this Contract shall be regulated by the provisions of the Polish Civil Code and the Public Procurement Law.
4. This Contract has been drawn up in two counterparts, one for each of the Parties.

MAŁOPOLSKA REGION

CONTRACTOR

Appendices:

- 1) The descriptive part of the competition work and the Competition Rules with appendices;
- 2) Post-competition recommendations of the competition jury.
- 3) Composition of the design team;
- 4) List of persons authorised by the Contractor to contact the Contracting Authority;
- 5) List of persons authorised by the Contracting Authority to contact the Contractor;
- 6) Schedule of works and expenditures;
- 7) Information requirements of the Contracting Authority regarding the standard of preparation of the BIM model;
- 8) Acoustic guidelines;
- 9) List of documents provided to the Contractor;
- 10) BIM implementation plan.