

Terms and Conditions of the Competition for the development of a visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

Wielkopolska Museum of Independence
ul. Woźna 12
61-777 Poznań

TERMS AND CONDITIONS OF
“COMPETITION FOR THE DEVELOPMENT
OF A VISUAL-SPATIAL CONCEPT OF THE PERMANENT EXHIBITION
OF THE MUSEUM OF THE WIELKOPOLSKA UPRISING 1918-1919
IN POZNAŃ”

Proceedings No.: FA.261-2/2023

with a value exceeding the EU thresholds, above €215,000 net (PLN 957 524 net),
prepared in accordance with
the Public Procurement Law Act of 11th September 2019. (i.e., Dz.U. 2021, Item 1710; “PPL”)

POZNAŃ, 31.03.2023

Table of contents

1.	Organiser	3
2.	Information on how the ordering party communicates with the competition participants	4
3.	Form of the competition and mode of awarding the procurement	5
4.	Competition schedule	7
5.	Subject matter and purpose of the competition	8

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

6.	Competition jury and prizes	11
7.	Conditions for participation and grounds for exclusion	14
8.	Description of how to prepare an application for admission to the competition	16
9.	Method of submitting applications for admission to the competition	19
10.	Factual scope and form of development and method of presentation of competition works	19
11.	Evaluation of competition works	21
12.	Place and deadline for submitting competition works	24
13.	Results of the competition and the method of making it public	24
14.	Proprietary copyrights	25
15.	Information on legal remedies available to the contractor in the course of the proceedings	26
16.	GDPR	26
17.	Other provisions	27

1 ORGANISER

- 1.1 The organiser of the "Competition for the development of a visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań" (hereinafter referred to as the "**Competition**") is the **Wielkopolska Museum of Independence**, ul. Woźna 12, 61-777 Poznań (hereinafter referred to as "**Organiser**", "**Ordering Party**", "**WMI**").
- 1.2 The activities reserved for the **Manager** of the **Ordering Party** are performed by **Stefan Ogorzałek**
- 1.3 All correspondence related to this Competition should be marked with the following title:

**"COMPETITION FOR THE DEVELOPMENT OF
A VISUAL-SPATIAL CONCEPT OF THE PERMANENT EXHIBITION
OF THE MUSEUM OF THE WIELKOPOLSKA UPRISING 1918-1919
IN POZNAŃ"**

while in electronic correspondence title the following notion is acceptable: "**Competition for Exhibition Design.**"

- 1.4 The person authorised to provide information about the Competition and communicate with the Participants is the **Organising Secretary** of the Competition, Ms. **Katarzyna Andrzejewska** and Mr. **Radosław Kulupa**.
- 1.5 The only acceptable form of contact with the Secretary of the Competition is electronic correspondence sent via the <https://ezamowienia.gov.pl/> portal (hereinafter referred to also as the "*e-zamówienia* Portal") and to the following e-mail address: konkurs@wmn.poznan.pl. The detailed information on creating entity accounts and the rules and conditions of using the *e-Zamówienia* Platform are specified by the Terms and Conditions of the *e-Zamówienia* Platform, available at the <https://ezamowienia.gov.pl> website, and the information included in the „*Centrum Pomocy*” (“*Help Centre*”) tab. Using the *e-Zamówienia* Platform is free of charge. Identifier (ID) of the procedure at the *e-Zamówienia* Platform: ocds-148610-7866b31a-d389-11ed-9355-06954b8c6cb9
- 1.6 A Competition Participant shall mean anyone who submits an application for admission to the Competition in consistent with Attachment A.1 ("**Competition Participant**").
- 1.7 These terms and conditions of the Competition ("**Terms and Conditions**") are available at the following website: www.konkurs.wmn.poznan.pl
- 1.8 Information about the Competition, important changes to the Terms and Conditions and other announcements intended for Competition Participants will be posted at the website: www.konkurs.wmn.poznan.pl. The answers, explanations and information provided in this manner will be binding for all Competition Participants.
- 1.9 **The competition is conducted in Polish.** The applications for admission to the Competition, documents confirming the fulfilment of the conditions for participation in the Competition and declarations and other information, applications, notifications and documents submitted by the Competition Participant (other than the competition work) may also be submitted in another, foreign language along with their translation to Polish, certified by the Competition Participant. The competition work must be submitted in Polish only. **In the event of any uncertainty, the Polish-language version is considered to be the binding version.**
- 1.10 The basis for settling disputes shall be the Terms and Conditions in Polish. **The English-language Terms and Conditions provide at the website are only informative material. In the event of any uncertainty, the Polish-language version is considered to be the binding version.**
- 1.11 The personal data included in the documents and materials submitted by the Competition Participant are used only for conducting this Competition, and their processing is carried out under the rules described in Item 16 of the Terms and Conditions.

2 INFORMATION ON HOW THE ORDERING PARTY COMMUNICATES WITH THE COMPETITION PARTICIPANTS

- 2.1 All communication in the Competition conducted, including submission of declarations, applications, notifications and documents and exchange of information between the Ordering Party and the Competition Participants will be carried out by means of electronic communication as defined in the Act on the provision of services by electronic means of 18th July 2002 (Dz.U. 2020, Item 344).
- 2.2 For the purposes of contacting the Competition Participants, the Ordering Party appoints - the **Organising Secretary** of the Competition, Ms. **Katarzyna Andrzejewska**, and an employee of WMI, Mr. Radosław Kulupa. In the Competition, the communication between the Ordering Party and the Competition Participants is carried out through <https://ezamowienia.gov.pl/> (hereinafter referred to as the “e-zamówienia Portal”) and by sending e-mail to the above-mentioned e-mail address of the Ordering Party.
- 2.3 A participant intending to take part in the Competition must have access to an account on the e-zamówienia Portal. In all of the correspondence related to this proceedings, the Ordering Party and the Competition Participants shall use the announcement number (TED or number of the proceedings).
- 2.4 The technical and organisational requirements for sending and receiving electronic documents, electronic copies of documents and statements, and information transmitted using these are described in the Terms and Conditions of using the e-Zamówienia Platform. In the event of any technical problems and failures related to the functioning of the e-Zamówienia Platform, users can take advantage of the technical support available through the form provided at the <https://ezamowienia.gov.pl> website in the “Zgłoś problem” (“Report an issue”) tab.
- 2.5 The maximum total size of files to be sent via “Formularze do komunikacji” (“Communication forms”) within the framework of a report is 250 MB (this size applies to the files sent as attachment to a single form).
- 2.6 Electronic documents, statements or electronic copies of documents or statements shall be submitted by the Competition Participant via the Form for communication as attachments. The method of drafting electronic documents must be in accordance with the requirements set forth in the Prime Minister's Regulation of 30th December 2020 *on the manner of drafting and transmitting information and technical requirements for electronic documents and means of electronic communication in a public procurement procedure or competition* (Dz. U. 2020, Item 2452) and the Regulation of the Minister of Development, Labour and Technology of 23rd December 2020 *on subjective means of proof and other documents or statements that the ordering party may demand from the contractor* (Dz. U. 2020, Item 2415).
- 2.7 In particular, the Ordering Party allows the following formats of transmitted data: .pdf, .doc, .docx, .xls, .xlsx or others in accordance with the catalogue of formats indicated in Annex No. 2 to the Regulation of the Council of Ministers of 12th April 2012 *on the National Interoperability Framework, minimum requirements for public registries and exchange of information in electronic form and minimum requirements for ICT systems*.
- 2.8 The Ordering Party will provide explanations immediately, no later than 2 days before the deadline for submission of applications for admission to the Competition, without disclosing the source of the inquiry, by publishing answers to questions at the Competition's website www.konkurs.wmn.poznan.pl - provided that the request for explaining the content of the Terms and Conditions was received by the Ordering Party no later than 4 days before the deadline for submission of applications for admission to the Competition. The Ordering Party requests that the Participants of the Competition, when addressing the Ordering Party regarding provision of explanations, also send the content of the questions in an editable electronic version.
- 2.9 If the Ordering Party does not provide explanations within the deadline referred to in Item 2.8, it shall extend the deadline for submission of applications for admission to the Competition by the time necessary for all interested Competition Participants to familiarise themselves with the

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

explanations necessary for the proper preparation and submission of applications for admission to the Competition.

- 2.10 If a request for clarification of the content of the Terms and Conditions is received after the deadline indicated in Item 2.8, the Ordering Party is not obliged to provide clarification and is not obliged to extend the deadline for submission of applications.
- 2.11 In the event of a discrepancy between the content of these Terms and Conditions and the content of the answers provided, the content of the document containing the more recent statement of the Ordering Party shall be accepted as binding.
- 2.12 In particularly justified cases, the Ordering Party may, before the deadline for submission of applications to participate in the Competition, amend the content of the Terms and Conditions, in accordance with the principles set forth in Article 137 Paragraphs 4 - 7 of the PPL. The Ordering Party will make the amendment available at the website where the Terms and Conditions have been posted.

3 FORM OF THE COMPETITION AND MODE OF AWARDING THE PROCUREMENT

- 3.1 The Competition shall be conducted under the rules set forth in these Term and Conditions, on the basis of the PPL, in particular, Articles 325 - 358 of the PPL and the secondary legislation to the PPL.
- 3.2 The Competition is an executive competition, i.e., one in which the prize consists in inviting the author of the winning competition work to negotiations – in the mode of a single-source procurement – regard the provision of a service based on the winning competition work. The Competition is a one-stage, limited competition in which all interested parties who meet the requirements specified in the Terms and Conditions submit applications for being admitted to the Competition. After evaluating the fulfilment of the conditions for participation in the Competition, the Employer invites the participants who have fulfilled the conditions for participation in the Competition to submit (while maintaining the principle of anonymity) the Competition work, i.e. the visual-spatial concept for the permanent exhibition of the Museum of Wielkopolska Uprising 1918-1919 in Poznań (hereinafter referred to as the "**Museum**"). The Competition Jury, on the basis of the criteria specified in the Terms and conditions, evaluates the competition works and selects the competition works whose individual authors will receive cash prizes and the best competition work whose author will receive a cash prize and an invitation to negotiations in the mode of a single-source procurement. The subject of the contract will be the detailed development of the competition work.
- 3.3 No more than five cash prizes (including one for the author of the winning entry) will be awarded in the Competition. The author of the winning work will be invited to negotiate the award of a public procurement in the mode of a single-source procurement. The subject of the order will be the detailed development of the competition work in accordance with Items 3.6 - 3.8. of Terms and Conditions, allowing the implementation of the Museum's permanent exhibition.
- 3.4 Submission of an application for admission to the Competition is tantamount to acceptance of the Terms and Conditions and the obligations of the Competition Participant included therein.
- 3.5 Participants in the Competition may be individuals, legal entities and organisational units without legal personality. Participants of the Competition may participate in the Competition jointly, acting as one entity - Competition Participant. The provisions concerning the Competition Participant shall apply *mutatis mutandis* to the Competition Participants taking part in the Competition jointly.
- 3.6 The Ordering Party will negotiate with the Competition Participant whose Competition work has been selected as the best regarding the award of a contract for provision of the service consisting in developing the design documentation in the scope listed in Attachment No. A.6. The ordering party assumes that the presumptive procurements will be awarded in the mode of a single-source procurement (Article 213 Paragraph 1 of the PPL) and will have a value exceeding the EU thresholds, i.e. more than EUR 215,000 net.

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

- 3.7 The specific object of the procurement referred to in Item 3.6 of the Terms and Conditions is described in Attachment A.6 to the Terms and Conditions.
- 3.8 The object of the procurement described in Attachment A.6 to the Terms and Conditions is hereinafter referred to as the "Detailed Design Study". For the avoidance of doubt, Competition Participants assume that the Detailed Design Study is to include all the required studies necessary for comprehensive execution of a fully functional exhibition.
- 3.9 Within the scope of the object of the procurement referred to in Items 3.7 and 3.8 above, the Ordering Party may commission the Competition Participant tasked with preparing the Detailed Design Study also to perform the author's supervision over the execution of the exhibition by a third party (hereinafter referred to as the "**Right of Option**"). The Detailed Design Study will constitute the basis for the description of the object of the procurement for the documentation of the proceedings for awarding public procurement for the construction of the Museum's permanent exhibition (the "**Exhibition Procurement**"). In view of the above, the Detailed Design Study must remain in full compliance with the regulations of PPL, which includes, in particular, that it must be exhaustive and unambiguous, must be open, non-discriminatory against specific suppliers, manufacturers or service providers, and, if necessary, must include a description of acceptable equivalent solutions. It is not allowed for the Detailed Design Study to contain trade names of specific products, equipment items or names of manufacturers or suppliers. The maximum planned total cost of execution of the works carried out on the basis of the Detailed Design Study, i.e. the maximum cost of the Exhibition Procurement **may not exceed the amount of PLN 65,000,000 gross** (say: sixty five million Polish zlotys gross) - according to the averaged market prices as of the date of submission of the competition work - whereas this cost should reflect the assumed remuneration of the contractor performing the Exhibition procurement, i.e., take into account the estimated market value of the Exhibition Procurement, including, but not limited to, all costs of labour, materials, devices, equipment, prototyping, multimedia content, conservation of the museum collections, making potentially commissioned artistic works, making replicas, making copies of the museum collections, necessary licenses for other intangible assets, all other costs, including indirect costs, as well as potential market profit of the entity executing the Exhibition Procurement.
- 3.10 The amount referred to in Item 3.9, however, does not include other costs of the Ordering Party, such as the cost of preparing the Detailed Design Study or author's supervision mentioned in Item 3.9.
- 3.11 The Competition Participant shall submit a preliminary cost calculation for the execution of the works based on the Competition work in accordance with Attachment A.7 to the Terms and conditions. The scope of works carried out under the Exhibition Procurement will be derived from the concept proposed by the Competition Participant.
- 3.12 **The Organiser assumes that the maximum remuneration of the Competition Participant for the execution of the object of the procurement to be awarded to the Competition Participant in the mode of a single-source procurement after conducting the Competition (including, in particular, the execution of the Detailed Design Study and presumptive author's supervision under the Option Right), cannot exceed the following amount:**
- for the Detailed Design Study: **PLN 4,000,000 gross (say: four million Polish zlotys gross)**, of which the preparation of the Detailed Design Study, excluding the Central Space, may not amount to more than PLN 3,479,000 gross, in connection with the provisions of Item 3.12 below,
 - for the author's supervision conducted, a total of PLN 400,000 gross (say: four hundred Polish zlotys gross), of which PLN 52,115 gross for conducting author's supervision for the Central Space.

The object of the procurement to be carried out in the mode of a single-source procurement is described in detail in the material provisions of the contract (Attachment A.6 to the Terms and Conditions) and concerns, in particular, the performance of works required for the detailing the competition work consisting in developing a Detailed Design Study to the extent necessary for the

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

execution of the Exhibition Procurement and the provision of other services related to the preparation and execution of the Exhibition Procurement.

- 3.13 The Ordering Party reserves the right to limit the scope of the procurement referred to in Item 3.6 of the Terms and Conditions to exclude the obligation to develop a Detailed Design Study for the Central Space ("Rotunda"). In such an event, limitations shall apply to the Competition Participant's remuneration due for the Detailed Design Study, which in such a situation will not exceed PLN 3,479,000 gross (say: three million four hundred seventy nine thousand Polish zlotys gross), and to the remuneration for author's supervision, which in such a situation will not exceed PLN 347,885 gross. The Ordering Party will be entitled to such a limitation of scope **in the event of the winning competition entry under criterion C, referred to in Item 11.2, receiving less than 8 points**. In the event of a limitation of the scope of the procurement, the remuneration provided for any presumptive author's supervision will also be reduced proportionally.
- 3.14 Common Procurement Vocabulary (CPV codes) for the Competition:
 92312000-1 - Artistic services
 79932000-6 - Interior design services
 79930000-2 - Special design services
 79421200-3 - Design services other than within the scope of construction works

4 COMPETITION SCHEDULE

- 4.1 Planned schedule for the Competition and the date of execution of the single-source procurement:

Seq. No.	Activities	Until
1	Competition Announcement.	31 st March 2023
2	The deadline for submitting any requests for explanation of the content of the Terms and Conditions.	8 th May 2023
3	Deadline for providing explanations of the content of the Terms and Conditions.	10 th May 2023
4	Deadline for submission of applications for admission to the Competition.	12 th May 2023 up to 11:59 PM
5	Informing of qualification for further participation in the Competition.	26 th May 2023
6	Deadline for submission of the competition work.	25 th August 2023 up to 3:00 PM
7	The jury's work on evaluating the competition entries.	28 th August 2023 - 15 th September 2023
8	Announcement of the results of the Competition, discussion and opening of the exhibition of competition works.	15 th September 2023
9	The planned (maximum) date for inviting the author of the winning competition work to negotiate the provision of the service indicated in Item 3.7 of the Terms and conditions in the mode of single-source procurement.	25 th October 2023
10	Approximate date of completion of the service indicated in Item 3.7 of the Terms and Conditions by the author of the winning entry.	10 th December 2024
11.	Approximate deadline for performance of the author's supervision service - indicated in paragraph 3.7 of the Terms and Conditions - by the author of the winning entry.	31 st October 2030

- 4.2 **Questions about the competition works and how to submit them should be addressed to the Organiser by the deadline specified in Item 2 of the table above.**

5 SUBJECT MATTER AND PURPOSE OF THE COMPETITION

- 5.1 **The purpose of the Competition** is to select the competition work, i.e. the visual-spatial concept of the Museum's permanent exhibition, that is the best in terms of artistic, functional and program-related aspects, corresponding to: (i) the Permanent Exhibition Scenario (Attachment B.2), (ii) including in the best manner the Museum's resources included on the WMI Exhibit List (Attachment B.3), as well as (iii) corresponding to the financial assumptions specified in the Terms and conditions, and (iv) the functional and technical considerations of the Technical Documentation of the Building of the Museum of Wielkopolska Uprising (Attachment B.4).
- 5.2 **The object of the Competition** is the development – based on the Terms and Conditions and attachment to it – of a creative competition work consisting in the creation of:

1. **A general visual and spatial concept** covering:

- a) the spaces of the permanent exhibition and the exhibition foyer
- b) the gallery and passageways within the scope of the visual information system referred to in letter g) below
- c) the central space

prepared on the basis of the Permanent Exhibition Scenario constituting Attachment B.2. to the Terms and Conditions, information contained in the architectural conditions, as well as other factual materials provided by the Ordering Party. The detailed scope of the space encompassed by the object of this Competition encompasses:

Designation in ATTACHMENT B.4	Room name
U.2.1	HALL OF THE PERMANENT EXHIBITION
U.2.17	GALLERY
U.2.18	CENTRAL SPACE
U.2.15 (changed to children's zone) – together with a part of U.2.1 being used for creating this zone	AUXILIARY STORAGE OF THE EXHIBITION
TRAFFIC	
U.2.2	HALL OF THE PERMANENT EXHIBITION
U.2.3	ELEVATOR A2
U.2.4	STAIRS A2
U.2.5	DRESSING ROOMS FOR ORGANISED GROUPS
U.2.5A	NURSING ROOM
U.2.11	MEN'S RESTROOM
U.2.11B	MEN'S RESTROOM
U.2.12	ATRIUM
U.2.13	UNISEX RESTROOM

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

U.2.14	WOMEN'S RESTROOM
U.2.14B	WOMEN'S RESTROOM
U.2.21	ATRIUM
U.2.22	UNISEX RESTROOM
U.2.23	WOMEN'S RESTROOM
U.2.23B	WOMEN'S RESTROOM
U.2.24	MEN'S RESTROOM
U.2.24B	MEN'S RESTROOM
U.2.25	AUXILIARY ROOM
U.2.26	EDUCATION ROOM
U.2.27	ATRIUM
U.2.28	SAFE ROOM FOR AUTISTIC PERSON
U.2.41	EDUCATION ROOM
U.2.44	ELEVATOR D2
U.2.46	ATRIUM

The detailed scope of the **general visual-spatial concept** encompasses:

- a) functional and spatial layout of the exhibition;
 - b) exhibition visitor's path and directions of visitors' movement through the exhibition, which should take into account the possibility of direct and non-chronological access to each part (module) of the exhibition;
 - c) solutions that take into account the specificity and variety of forms of exploring the exhibition - including individual tours, and with an audio guide, family (3-5 people), in a school group (about 25 people) and as a participant in a bus tour (about 50 people); it is necessary to offer clear marking of the basic exhibition tour route and its extensions;
 - d) space/form of visiting dedicated to the youngest visitors aged 4-7, according to Attachment B.2.
 - e) solutions to ensure visitor comfort, including rest areas, as well as all the accessibility of the exhibition and facilities to people with disabilities and special needs;
 - f) graphical concept of the exhibition;
 - g) the concept of a visual information system (VIS) and marking of modules and themes and the passageways of the permanent exhibition (only within the scope of rooms in line with the table above. The VIS concept does not encompass the whole building). The concept of VIS encompasses: suggestions of lettering, colour schemes, typesetting, method of presentation of graphic materials, infographics and quotes;
 - h) interactive digital and analog solutions;
 - i) solutions encompassing the needs of groups of recipients: the children, the youth, and the elderly
2. **Detailed development of visual and spatial concept of the following two themes** (from two different modules) of the Permanent Exhibition Scenario constituting Attachment B.2. to the Terms and Conditions:
- a) Module III *Wielkopolska Uprising 1918-1919* / Theme 4: *The Army of Wielkopolska and the war between Poland (Wielkopolska) and Germany* - level 2 - with surface area of about 400 m²;

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

- b) Module V - *"The Third Capital". Poznań and Wielkopolska in the Second Polish Republic / Theme 2: General National Exhibition - socio-economic Wielkopolska* – level 1 with surface area of about 70 m².

Based on the materials provided by the Ordering Party, a detailed concept study for the two aforementioned themes should include:

- a) the functional-spatial layout within each theme, along with showing the connections between companion themes;
 - b) the graphical concept of each of the above mentioned themes;
 - c) design solutions for individual elements of scenography and displays;
 - d) the manner in which the museum collections are displayed;
 - e) graphical solutions, including typographic study (it is necessary to adopt two primary languages of the exhibition – Polish and English – and the possibility of occurrence of other languages in the form of original citations, translated into Polish and English);
 - f) a proposal for one example of a multimedia, interactive, educational game and a proposal for one example of passive projection for any issues selected from one or both scenes of the detailed concept study,
 - g) design solutions regarding acoustics with the possibility of introducing an audio-based tour of the exhibition;
 - h) exhibition lighting design solutions;
 - i) design solutions for multimedia systems and interactive elements;
 - j) a proposal for adapting part of the exhibition space for a museum lesson and design solutions for parts of the educational path for school-age children.
3. Visual and spatial concept for the central space responding to the following ideas:

The interior of the "Rotunda" - the central space, is to perform a special function. It is the central and aesthetically impressive part of the designed museum located inside the entire exhibition. The surface area of this space is 704 m². The central space is intended to be an art space that employs all kinds of artistic means, new multimedia technologies and contemporary art, and is a place for meetings, reflection, special events and rest while visiting the exhibition. This is where the tour routes of the various modules of the permanent exhibition intersect. The interior should refer to the history presented, the Victory of Wielkopolska, and present it symbolically through the installation. It should become a place where every visitor to the new museum will want to appear, stop and take a souvenir photo. This space is also to be filled with music - a piece about 20 minutes in length has been composed specially for this purpose. The music is meant to refer to the work of Ignacy Jan Paderewski, whose arrival in Poznań on 26th December 1918 sparked the outbreak of the Wielkopolska Uprising. He is a figure in the history of the Uprising that is absolutely unique and surrounded by veneration even today.

The visual-spatial concept for the central space encompasses:

- a) functional-spatial system;
 - b) the general artistic concept of space;
 - c) the visiting path and directions of movement;
 - d) scenography solutions, variety of forms of visiting/experience;
 - e) multimedia solutions, audio and video.
4. Presentation of two display solutions for the selected key historical events, included in the Scenario of Permanent Exhibition constituting Attachment B.2. to the Terms and Conditions: **Paderewski's arrival in Poznań (on 26th December 1918) and capture of the airfield on**

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

Ławica (in the night from 5th to 6th January 1919), as well as their heroes. In this case it is necessary to take into account appropriate space for groups, especially for school student groups (of about 25-30 people) and bus trips (about 50 people) and these solutions should be designed in such a manner as to prevent the groups for making experiencing the exhibition more difficult to other visitors. The presentation of display solutions encompasses:

- a) design solutions within the scope of scenography;
- b) method of displaying the content and the museum facilities;
- c) design solutions within the scope of multimedia systems.

5.3 The arrangement of the exhibition interiors and the media used are intended to present the subject of the Wielkopolska Uprising of 1918-1919 in a broad historical perspective and in an innovative, attractive and accessible way. A very important thing is the innovative approach to the whole premise, consisting in providing the future viewers of the exhibition, in addition to provision of historical facts, the opportunity to feel the atmosphere of the historical events presented. The competition entry should optimally combine the functional, aesthetic and content- and program-related aspects of the exhibition. The competition work must refer to and take into account **all the assumptions of the Technical Documentation of the Building of the Museum of Wielkopolska Uprising (Attachment B.4.)**. It must take into account, in particular, all the limitations arising from the Design Documentation regarding the spaces dedicated to the organisation of the permanent exhibition, **including the technological and infrastructural solutions, equipment and finishing (including, among others, types of floors, walls and ceilings) being the object and its implementation by the general contractor for the building of the Museum of Wielkopolska Uprising.**

5.4 Possible changes in the design documentation of the building, recommended by the Competition Participant, may take place in accordance with the rules described in Attachment A.6, but the dimensions of the rooms, spaces and installation ducts may not be changed as a result of the execution of the exhibition.

6 COMPETITION JURY AND PRIZES

6.1 Composition of the Competition Jury:

6.1.1 In order to conduct the Competition, a Competition Jury was appointed, consisting of:

President of the Jury:

- Robert Supeł - President of the Competition Jury

Vice President of the Jury:

- Sebastian Tyrakowski - deputy head of the Emigration Museum in Gdynia.

Reporting Judges:

- dr hab. Rafał Górczynski, Professor of Magdalena Abakanowicz University of the Arts
- Agnieszka Kuchcińska-Kurcz - Manager of the Branch Office of the Przełomy Dialogue Center / National Museum in Szczecin,
- architect Szczepan Wroński - WXCA (designer of the New Museum building)
- dr Piotr Grzelczak - co-author of the exhibition scenario, "Chronicle of the City of Poznań", Branch Historical Research Office of the Institute of National Remembrance in Poznań,

Members:

- dr hab. Andrzej Betlej, Professor of the Jagiellonian University - Director of the Wawel Royal Castle,

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

- Tomasz Łęcki - Head of the National Museum in Poznań,
- dr. Justyna Makowska - Head of the Department of Culture of the City Hall of Poznań,
- Włodzimierz Mazurkiewicz - Head of the Department of Culture of the Marshal's Office of the Wielkopolska Voivodeship,
- Przemysław Terlecki - Head of the Wielkopolska Museum of Independence.

Organising Secretary of the Competition and acting Secretary of the Competition Jury: Katarzyna Andrzejewska - without voting rights.

- 6.1.2 The work of the Competition Jury is directed by the President of the Jury and, in his absence, by the Vice-President of the Jury. In the absence of the President and Vice-President, the work of the jury is directed by one of the Reporting Judges. The deliberations of the Competition Jury are secret. Decisions are made by a simple majority. In the event of an equal number of votes / points, the vote of the President of the Jury is decisive. The actions of the Competition Jury relating to the evaluation of the competition works shall be undertaken at meetings with a minimum of 2/3 of its composition +1 person, while other actions may be undertaken with a minimum of 50% of its composition +1 person, with the exception of the actions referred to in Item 6.1.3(h), where meeting the minimum composition requirements is not necessary. Minutes of the meetings are taken. The complete anonymity of the competition entries is guaranteed until the Competition outcome is decided.
- 6.1.3 The tasks of the Competition Jury include in particular:
- a) expression opinions on the Terms and Conditions,
 - b) evaluation of competition works - ranking of works,
 - c) selection of the best competition work,
 - d) preparing information or opinions on the awarded and other competition works,
 - e) preparation of a justification for the outcome of the Competition,
 - f) possible application for cancellation of the Competition,
 - g) development of post-competition recommendations to the selected best competition work,
 - h) participation in the public announcement of the outcome of the Competition,
 - i) participation in the post-competition discussion,
 - j) performance of other activities related to the preparation and conduct of the competition,
 - k) ensuring that the Competition is conducted in accordance with the Terms and Conditions and other requirements under the law, in particular the provisions of the PPL,
 - l) appointment of the person representing the Competition Jury in any appeal proceedings,
 - m) drawing up and signing the minutes of the Competition Jury's work, including, in particular, the list of competition works, their ranking and the comments of the Competition Jury members, along with their conclusions and recommendations.
- 6.1.4 The Organising Secretary of the Competition participates in the meetings of the Competition Jury, but without voting rights.
- 6.1.5 Persons referred to in Item 6.1.1 shall submit, under pain of criminal liability for making a false statement, the statement referred to in Article 56 Paragraph 4 of the PPL.
- 6.1.6 At the request of the Competition Jury, the Ordering Party may appoint technical consultations of the Competition Jury with registered experts, consultants or other experts. The technical consultations will be carried out while maintaining the anonymity of the competition entries and will be aimed solely at providing specialised knowledge, allowing the Competition Jury to evaluate the competition works from a technical point

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

of view, and in no way will the technical consultations affect the independence and impartiality of the Competition Jury.

6.1.7 A deputy Competition Judges is appointed by the Manager of the Ordering Party as a full-fledged member of the Competition Jury with voting rights in the event of circumstances preventing a given appointed member of the Competition Jury from performing his functions. They shall then make the statement referred to in Article 56 Paragraph 4 of the PPL.

6.2 Types and amounts of awards and reimbursement of expenses:

The Ordering Party provides for cash prizes for the Competition Participants who were invited to submit entries and submitted the highest rated entries, in the following amounts:

1st prize in the amount of	50,000.00 PLN gross
2nd prize in the amount of	25,000.00 PLN gross
3rd prize in the amount of	15,000.00 PLN gross
4th prize in the amount of	10,000.00 PLN gross
5th prize in the amount of	8,000.00 PLN gross

Only the Competition Works that obtain **at least 60 points** under the criteria for evaluation of the Competition Works will be awarded, with the 1st prize being awarded only to the Competition Work with the highest number of points, but **not less than 70 points**. Prizes will be awarded in order from the highest to the lowest number of points received within the framework of the evaluation criteria for the competition entries.

Prize amounts include remuneration for:

- a) transfer of proprietary copyrights in the fields of exploitation listed in the contract constituting Attachment A.5B to the Terms and Conditions (1st Prize - PLN 7,000.00);
- b) granting a license in the fields of exploitation listed in the contract constituting Attachment A.5 to the Terms and Conditions (other Prizes - PLN 2,000.00 each).

The aforementioned amounts will be subject to taxation in accordance with applicable regulations. In the event that the law provides for the payment of tax on the prize by the Ordering Party, the Competition Participant will be paid the amount less the aforementioned tax.

6.3 In the event that the Competition is cancelled after the submission of the competition works due to reasons attributable to the Ordering Party, the Ordering Party will reimburse the Competition Participants who submitted the competition works **in the amount of PLN 5,000**.

6.4 Payment of cash prizes or reimbursement, if any, will be made within 30 days from the date of announcement of the results of the Competition (or its cancellation), but not earlier than 15 days from the date of approval of the outcome of the Competition (or its cancellation) by the Ordering Party. Payment of the 1st prize will be made within 15 days from the date of signing the agreement attached as Appendix A.5 B to the Terms and Conditions. The above deadlines are subject to extension in the event of the filing of legal remedies by Competition Participants - until the moment of final conclusion of appeal and complaint proceedings relating to the Competition. Payment of the monetary prizes awarded by the Competition Jury, as well as reimbursement of expenses, if any, will be made by wire transfer to the bank accounts indicated by the Competition Participants who have been awarded such prizes or are entitled to reimbursement.

6.5 In addition, the participant who receives the first prize will be invited to negotiations – in the mode of single-source procurement – for the service consisting in performing the Detailed Design Study referred to in Item 3.7 of the Terms and Conditions.

6.6 Invitation of the author of the work that received the first prize to negotiations in the mode of a single-source procurement will be made within 40 days from the date of announcement of the results of the Competition, but not earlier than 15 days from the date of approval of the outcome of the Competition by the Ordering Party.

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

- 6.7 The Ordering Party may not conclude a contract for execution of the Detailed Design Study if negotiations turn out unsuccessful. The Competition Participant shall not be entitled to any claim in the event that the Ordering Party does not conclude that contract.
- 6.8 If the negotiations conducted in the mode of a single-source procurement with the author of the competition work selected did not lead to the conclusion of a public procurement contract, the Ordering Party may invite to negotiations in this mode the Competition Participant whose competition work received the second highest score. The Ordering Party may also invite the Competition Participant that received the second prize to negotiate in a situation where the Ordering Party did not award the first prize at all (due to the fact that no competition entry received 70 points).
- 6.9 In the cases referred to in Item 6.8., all provisions of the Terms and conditions concerning the winner of the first prize in the Competition shall apply mutatis mutandis to the winner of the second prize in the Competition (except for the amount of the prize, which shall not change).

7 CONDITIONS FOR PARTICIPATION AND GROUNDS FOR EXCLUSION

- 7.1 Participants of the Competition may be:
- a) natural persons, legal persons or organisational units without legal personality (meeting the conditions of the Terms and Conditions, in particular having the personnel potential referred to in Item 7.5 - regardless of the form of employment of these persons),
 - b) natural persons, legal persons or organizational units without legal personality, participating in the Competition jointly as a project team (meeting jointly the conditions of the Terms and Conditions, in particular having at their disposal the personnel potential referred to in Item 7.5. - regardless of the form of employment of these persons). For the purposes of the competition procedure, the project team will be considered as a single Competition Participant.
- It is understood that whenever a Competition Participant is referred to in the Terms and Conditions, it is understood to mean both an independent Competition Participant and Competition Participants participating in the Competition together as a project team.
- 7.2 In a situation where the Participant of the Competition will be a project team:
- a) the project team will appoint from among its members a person who will represent the team in the Competition (the proxy) and provide him/her with the appropriate powers (including to receive the cash prize, obtain reimbursement for participation in the Competition and conclude the Contract). Powers of attorney must be submitted electronically and bear a qualified electronic signature, or as a digital reproduction of the power of attorney in paper form, bearing a qualified electronic signature made by the principal or notary public.
 - b) all statements on behalf of the team will be made by the proxy; the Participant is obliged to inform the Ordering Party of any change of the proxy, under pain of disregarding the action made by the person who has not been disclosed as the proxy.
- 7.3 It is a condition of participation in the Competition that the Competition Participant meets the technical and professional capacity requirements referred to in Items 7.4 and 7.5 below, and the economic or financial situation referred to in Item 7.6 below.
- 7.4 The Competition participant must demonstrate experience in the form of:
- a) having completed within the last 10 years before the deadline for submission of applications to participate in the Competition or – if the period of activity is shorter – within this period, a multi-discipline project of a permanent narrative exhibition, within the framework of which it was planned to use original objects entered in the inventory of museum institutions, with an area of more than 1,000 m², the estimated cost of the implementation of which amounted to at least PLN 10 000 000.00 gross, and
 - b) having conducted in the last 10 years or – if the period of activity is shorter – for a continuous period of at least 6 months, at least one author's supervision of the execution

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

of a permanent narrative exhibition, which planned the use of original objects entered in the inventory of museum institutions, with an area of more than 1,000 m², the estimated cost of implementation of which amount to at least PLN 10 000 000.00 gross.

7.5 The Competition Participant must have a Project Team, which will include at least:

- a) **Head of the Project Team** - holding a graduation diploma of 2nd degree studies in at least one of the following majors: architecture, interior design, scenography, exhibition and scenography, design and/or industrial design – who in the last 10 years:
 - performed coordinating functions with respect to a team that carried out a multi-discipline project of a permanent exhibition, within the framework of which it was planned to use original objects entered in the inventory of museum institutions, with an area of more than 1,000 m², the cost of implementation of which (project cost estimate) amounted to not less than PLN 10,000,000 gross, and
 - coordinated – for an uninterrupted period of at least 6 months – the execution or participated themselves in the execution of at least one author's supervision of the execution of a permanent exhibition with an area of more than 1,000 m², the cost of execution (project cost estimate) of which was not less than PLN 10,000,000 gross, and within the framework of which the use of original objects entered in the inventory of museum institutions was planned,
- b) **Multimedia Specialist** - who in the last 5 years led a team developing at least one (completed or accepted for implementation) multimedia project as part of a permanent exhibition, or temporary exhibition, with implementation value of not less than PLN 1,000,000.00 gross (multimedia content with equipment).

7.6 Participants in the Competition may not be entities subject to exclusion from the Competition under Article 108 Paragraph 1 Items 1-4 and Item 6 of the PPL, as well as Article 109 Paragraph 1 Items 1, 4 and 464 of the PPL,

7.7 The Participant in the Competition must :

a) have civil liability insurance with respect to their activities related to the object of the procurement in the amount of at least PLN 1,000,000.00 (or the equivalent amount in the case of currencies other than the Polish zloty, calculated taking into account the average exchange rate of foreign currency quoted by the National Bank of Poland for the date of issuance of the policy or other document confirming the conclusion of the insurance contract),

(b) have financial resources or creditworthiness in the amount of at least PLN 200.000.00 (or the equivalent of this amount in the case of currencies other than the Polish zloty, calculated taking into account the average exchange rate of foreign currency quoted by the National Bank of Poland for the date of issuance of information by banks or cooperative savings and loan associations),

7.8 The same conditions of participation and grounds for exclusion as set forth in this chapter will be set forth in the procedure in the mode of single-source procurement in order to conclude the Contract with the author of the winning competition work (the Contractor to perform the single-source procurement), with the conditions being extended to include the requirement described in Item 7.9.

7.9 The contractor for the single-source procurement will be required to have the following team members at its disposal for the entire duration of task implementation:

- specialist - computer graphics designer,
- specialist in text interpretation - person responsible for editing texts,
- specialist in developing scripts for multimedia and film presentations,
- specialist in the design of collection protection systems,
- museum technology specialist,

whereas the Employer requires that each of the above-mentioned specialists – within the scope of their specialty in the last 10 years – participated in the work of a design team

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

developing a design of a permanent or temporary exhibition, with the total value of that design works not less than PLN 1,000,000.00 gross.

7.10 PLEASE NOTE: The Ordering Party notifies that pursuant to Article 7 Paragraph 1 Items 1-3 of the Act of 13 April 2022 on Special Measures to Counteract the Support of Aggression Against Ukraine and to Protect National Security (hereinafter referred to as the "Act"), the following entities are excluded from the public procurement procedure:

- 1) *a contractor and a participant in the competition included on the lists set out in Regulation 765/2006 and Regulation 269/2014 or included on the list on the basis of a decision on inclusion on the list that provided ruling on the application of the measure referred to in Article 1 Paragraph 3 of the Act;*
- 2) *a contractor and a participant in the competition whose beneficial owner, within the meaning of the Act of 1 March 2018 on the prevention of money laundering and terrorist financing (Dz. U. 2022, Items 593 and 655), is a person included on the lists set out in Regulation 765/2006 and Regulation 269/2014, or include on such a list or being such a beneficial owner from 24th February 2022, provided that they have been included on the list on the basis of a decision regarding inclusion on the list that provided ruling on the application of the measure referred to in Article 1 Paragraph 3 of the Act;*
- 3) *a contractor and a participant in the competition whose parent entity, within the meaning of Article 3 Paragraph 1 Item 37 of the Accounting Act of 29 September 1994 (Dz. U. 2021, Items 217, 2105 and 2106), is an entity included on the lists set out in Regulation 765/2006 and Regulation 269/2014 or included on a list or being such a parent entity from 24th February 2022, provided that it has been they have been included on the list on the basis of a decision regarding inclusion on the list that provided ruling on the application of the measure referred to in Article 1 Paragraph 3 of the Act*

The above will be determined on the basis of the Ordering Party's analysis of the publicly available databases, databases and lists set out in the Act and the Contractor's declaration submitted in accordance with the template set out in Attachment A.1 to the Terms and Conditions.

7.11 PLEASE NOTE: Under Article 5k of the Council Regulation (EU) 833/2014 of 31st July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, the Ordering Party is not allowed to grant any public procurement in aid or with participation of:

- a. *citizens of Russia or natural or legal persons, entities or bodies having their seat in Russia,*
- b. *legal persons, entities or bodies owned, directly or indirectly, in more than 50% by an entity referred to in letter a) of this paragraph; or*
- c. *natura lor legal persons, entities or bodies operating on behalf or under the direction of an entity referred to in letter a) or b) of this paragraph,*

- including subcontractors, suppliers or entities the capabilities of who are relief on within the meaning of the directives regarding public procurements, in the case when over 10% of procurement value is assigned to them.

The above will be determined on the basis of the Contractor's declaration submitted in accordance with the template set out in Attachment A.1 to the Terms and Conditions.

8 DESCRIPTION OF HOW TO PREPARE AN APPLICATION FOR ADMISSION TO THE COMPETITION

8.1 In order to be admitted to the Competition under the terms of the Terms and Conditions, the Competition Participant should submit an application for admission to the Competition, drawn up in accordance with the content of Attachment A.1 to the Terms and Conditions.

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

- 8.2 Along with the application for admission to the Competition, the Competition Participant should submit the following subjective evidence:
- a) information from the National Criminal Register in the scope specified in Article 108 Paragraph 1 Items 1, 2 and 4 of the PPL, drafted no earlier than 6 months before its submission;
 - b) certificate of the competent head of the tax office confirming that the Competition Participant is not in arrears with payment of taxes and fees, within the scope of Article 109 Paragraph 1 Item 1 of the Act, issued no earlier than 3 months prior to its submission, and in the event of any overdue payment of taxes or fees, the Ordering Party shall demand together with the certificate the submission of documents confirming that prior to the deadline for submission of applications for admission to the proceedings, the Competition Participant paid the taxes or fees due, together with interest or fines, or entered into a binding agreement on payment of such amounts payable;
 - c) certificate or other document of the competent field organisational unit of the Social Insurance Institution (ZUS) or the competent regional branch or the competent field office of the Agricultural Social Insurance Fund (KRUS) confirming that the Competition Participant is not in arrears with payment of social and health insurance premiums, within the scope of Article 109 Paragraph 1 Item 1 of PPL, issued no earlier than 3 months before its submission, and in the case of arrears in payment of social or health insurance premiums, the Ordering Party shall demand together with the certificate or other document the submission of documents confirming that, respectively, before the deadline for submission of applications for admission to the proceedings, the Competition Participant made payments of due social or health insurance premiums together with interest or fines, or entered into a binding agreement on payment of such amounts payable;
 - d) a certified copy or information from the National Court Register or from the Central Register and Information on Business Activity, in order to confirm the absence of grounds for exclusion on the basis of Article 109 Paragraph 1 Item 4 of the PPL;
 - e) statement of the Competition Participant that there are no grounds for his exclusion on the basis of Article 108 Paragraph 1 Items 1-4 and Item 6 of the PPL and pursuant to Article 7 Paragraph 1 of the Act of 22nd April 2022 *on special solutions to prevent support for aggression against Ukraine and to protect national security*, as well as under Article 5k of the Council Regulation (EU) 833/2014 of 31st July 2014 *concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine* (as stated in Attachment A.1 to the Terms and Conditions)
 - f) a list of persons directed by the Competition Participant to elaborate the Competition work and presumptively implement the Contract (Design Team), together with information on their professional qualifications, entitlements, experience and education, including information on their experience, from which it will undoubtedly follow that the participation condition referred to in Item 7.5 is met.
 - g) a list of services that have been performed, and – in the case of recurring or continuous services – are being performed, in the last 10 years, and if the period of activity is shorter - in this period, together with indication of their value, object, dates of execution and entities for which the services have been performed or are being performed, and the attachment of evidence specifying whether the services have been performed or are being performed duly, with the evidence in question constituted by testimonies or other documents drawn up by the entity for which the services have been performed, and – in the case of recurring or continuous services – are being performed, and if the Competition Participant is unable to obtain such documents for reasons beyond its control - a statement by the Competition Participant; in the case of recurring services or ones that are still being performed, references or other documents confirming their due performance should be issued within the last 3 months;
 - h) third-party liability policy, stand-by arrangement or other document confirming that the Competition Participant has or will have civil liability insurance with respect to its business

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

- activity related to the object of the procurement with the sum guaranteed of at least PLN 1,000,000.00 (*or an equivalent of this amount in case of currencies other than Polish zloty, calculated according to the average exchange rate of a given foreign currency quoted by the National Bank of Poland for the day of issuing the policy or another document confirming the conclusion of insurance contract*);
- i) information from a bank or a cooperative savings and loan association confirming the amount of financial resources or creditworthiness of the Competition Participant, issued no earlier than 3 months before its submission;
- 8.3 If the Competition Participant has a registered office or place of residence outside the Republic of Poland, then instead of:
- a) information from the National Criminal Register referred to in Item 8.2. letter a) - they shall submit information from an appropriate register, such as a court register, or, in the absence of such a register, another equivalent document issued by the competent judicial or administrative authority of the country in which the Competition Participant has its registered office or place of residence,
- b) the certificates referred to in Item 8.2. letters b), c) and d), the Competition Participant shall submit a document or documents issued in the country in which the Competition Participant has its registered office or place of residence, confirming respectively that:
- they have not violated the obligations regarding to the payment of taxes, fees or contributions to social or health insurance,
 - its liquidation has not been opened, it has not been declared bankrupt, its assets are not administered by a liquidator or a court, it has not made an composition agreement with its creditors, its business activities are not suspended or it is not in any other such situation arising from a similar procedure provided for in the laws of the place where the procedure has been initiated.
- 8.4 The document referred to in Item 8.3. letter a), should be issued no earlier than 6 months before its submission. The documents referred to in Item 8.3. b), should be issued no earlier than 3 months before their submission.
- 8.5 If in the country in which the Competition Participant has its seat or place of residence the documents referred to in Item 8.2 are not issued or when these documents do not refer to all cases referred to in Article 108 Paragraph 1 Items 1, 2 and 4 of the PPL and Article 109 Paragraph 1 Item 1 of the PPL, they shall be replaced in whole or in part, respectively, by a document containing, respectively, a statement of the Competition Participant, indicating the person or persons authorized to represent him, or a statement of the person to whom the document was to refer, made under oath or, if in the country in which the Competition Participant has its registered office or place of residence there are no provisions for declarations under oath, made before a judicial or administrative authority, a notary public or a professional or economic self-government body competent for the registered office or place of residence of the Competition Participant. The provision of Item 8.4. applies.
- 8.6 In the case of submission of applications for admission to the Competition by Participants applying jointly, each Participant should submit separately the documents referred to in Item 8.2. letters a) - e). At the same time, in such a case, the Participants should designate that of the Competition Participants who will be their proxy in the Competition and submit a power of attorney in electronic form signed by the Participants granting the power of attorney (principals). If the power of attorney has been drawn up as a document in paper form and accompanied by handwritten signatures, a digital reproduction of this document (scan) bearing the qualified electronic signature of the principals, certifying the conformity of the digital reproduction with the document in paper form, shall be provided. This certification can also be done electronically by a notary public.
- 8.7 If the Competition Participant relies on the abilities or situation of other entities, they must prove to the Ordering Party that they will have at their disposal the necessary resources of those entities, in particular by presenting a written commitment of those entities to make available the necessary resources for the performance of the competition work, in accordance with

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

Attachment A.2 to the Terms and Conditions. This commitment must be signed electronically by the entity providing the potential. If the statement of the entity providing the potential has been drawn up as a document in paper form and is accompanied by handwritten signatures, a digital reproduction of this document (scan) bearing a qualified electronic signature of the Competition Participant or Participants certifying the conformity of the digital reproduction with the document in paper form shall be submitted.

- 8.8 If the Competition Participant has not submitted the subjective evidence referred to in this section, or if this evidence is incomplete or contains errors, the Ordering Party shall call on the Competition Participant to submit, correct or supplement it, as appropriate, in accordance with Article 128 of the PPL.

9 METHOD OF SUBMITTING APPLICATIONS FOR ADMISSION TO PARTICIPATING IN THE COMPETITION

- 9.1 The Competition Participant shall submit an application for admission to the proceedings, hereinafter referred to as the "application", via the "Application Form" available at the *e-zamówienia Platform*. If any documents containing a trade secret are submitted together with the application for being permitted to participate in the proceedings, the Competition Participant provides them in a separate and properly marked file, while at the same time marking the file name with the text "Document constituting a trade secret" text. Both the attachment constituting the trade secret and the grounds for reserving the trade secret should be added in the filed "Attachments and other documents presented in the application by the Contractor".
- 9.2 The application should be drawn up in Polish, in electronic form, in the data format indicated in Item 2.8. of the Terms and Conditions and signed with a qualified electronic signature (a trusted signature ("podpis zaufany") is not sufficient). The process of submitting the application is described in the Terms of Use of the *e-Zamówienia Platform* and the "Educational Materials" tab at the website of that platform. The application submitted must be an original document. An "original" document is understood by the Ordering Party as an electronic document signed with a qualified electronic signature or, alternatively, a digital reproduction of a paper document signed with a qualified electronic signature by an authorised entity. The maximum total size of files constituting the application for being permitted to participate in the proceedings or submitted together with the application is 250 MB.
- 9.3 The application, together with statements and documents to confirm the fulfilment of the conditions for participation in the proceedings and to confirm the absence of grounds for exclusion must be affixed with a qualified electronic signature of a person authorised to represent the Competition Participant and sent by **12th May 2023, 11:59 PM**.
- 9.4 It is required to send an application for admission to participation in the Competition together with all the required documents and statements, bearing the title: "KONKURS NA OPRACOWANIE KONCEPCJI PLASTYCZNO-PRZESTRZENNEJ WYSTAWY STAŁEJ MUZEUM POWSTANIA WIELKOPOLSKIEGO 1918-1919 ROKU W POZNANIU" ("COMPETITION FOR THE DEVELOPMENT OF A VISUAL-SPATIAL CONCEPT FOR THE PERMANENT EXHIBITION OF THE MUSEUM OF WIELKOPOLSKA UPRISING 1918-1919 IN POZNAŃ")
- 9.5 The Ordering Party will reject any application for participation in the Competition submitted after the deadline.

10 FACTUAL SCOPE AND FORM OF DEVELOPMENT AND METHOD OF PRESENTATION OF COMPETITION WORKS

- 10.1 The Ordering Party will invite those Competition Participants whose applications to participate in the Competition are not subject to rejection to submit their competition works. The competition work should consist of descriptive and graphics-related part, visual arts part, and multimedia part, i.e., the following:
- 10.1.1 **Descriptive and Graphics-related Part (up to 30 A4 pages)** including:

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

- a) a general description of the concept and justification of the selection of the applied exhibition solutions, both in relation to the guidelines of the permanent exhibition scenario and the functional conditions of the exhibition,
 - b) **Detailed elaboration of the visual-spatial concept of the two following themes** (from two different modules) of the Scenario of the Permanent Exhibition constituting Attachment B.2. to the Terms and Conditions:
Module III Wielkopolska Uprising 1918-1919 / Theme 4: The Army of Wielkopolska and the war between Poland/Wielkopolska and Germany – level 2 – having the surface area of about 400 m²;
Module V “The Third Capital City”. Poznań and Wielkopolska in the Second Polish Republic / Theme 2: General National Exhibition – Society and Economy of Wielkopolska – level 1 with surface area of about 70 m².
 - c) Visual-spatial concept for the central space responding to ideas: **The interior of “Rotunda”**
 - d) Presentations of two display solutions for the selected key historical events, included in the Scenario of Permanent Exhibition constituting Attachment B.2. to the Terms and Conditions: **Paderewski’s arrival in Poznań (on 26th December 1918) and capture of the airfield on Ławica** (in the night from 5th to 6th January 1919), as well as their heroes.
 - e) cost information in accordance with the contents of Attachment A.7:
 - implementation of the exhibition based on the competition work (with respect to the maximum cost specified in the Terms and Conditions),
 - operation of the exhibition, with an emphasis on environmentally friendly solutions that reduce utility consumption.
- 10.1.2 **Visual Part:** 9 A0 size boards in horizontal position, in colour, including:
- a) 4 (four) plans regarding the overall visual-spatial concept of the exhibition,
 - b) 1 (one) board for each of the themes indicated for elaborating in detail,
 - c) 2 (two) boards presenting the concept of the central space, with the requirement that the obligatory element presented on these boards are concept drawings.
 - d) 1 (one) board per each example of display solutions for the selected key historical events: **Paderewski’s arrival in Poznań (on 26th December 1918) and capture of the airfield on Ławica.**
- 10.1.3 **Multimedia Part:** 2 (two) animations (max. length: 1.5 minute each) presenting:
- a) concepts of the interactive game.
 - b) multimedia presentation concepts.

The animations mentioned above will regard freely selected **issues included in the Scenario of Permanent Exhibition constituting Attachment B.2. to the Terms and Conditions, from one or both key historical events: Paderewski’s arrival in Poznań (on 26th December 1918) and capture of the airfield on Ławica.**

10.1.4 **Optional Part (not obligatory):**

- a) 1 (one) A0-size board, in colour, presenting a part of the exhibition selected by the participant.
- b) 1 (one) video animation presenting the concept of the exhibition or a part of it, not exceeding 2 minutes.

10.2 The competition work must be submitted by the date and time indicated in Item 4.1. Seq. No. 6 **in the form of a digital record through the electronic communication platform.** Materials should be sent in the following format:

- a) all boards in A0 format - in JPG format with a resolution of 300 dpi;
- b) all boards reduced to A3 size - in PDF format;
- c) description and tables - in DOC and PDF format;
- d) animations, video or multimedia presentation - in AVI, MP4, MPG or WMV format.

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

10.2.1 The total size of all files attached to the offer submitted may not exceed 250 MB.

10.3 The competition work **should be marked with an identification code**. The individual eight-character identification code created by the Participant of the Competition should consist of 5 digits and 3 letters, arranged in an order that does not follow the order of the digits and alphabetical order (e.g. 021P35KA),

10.4 Create file names as follows: PARTICIPANT ID CODE _ DESCRIPTION OF FILE CONTENT, e.g.: 021P35KA _description_part.

Note! Files should be stripped of features that allow identification of authors or Participant (including metadata). Electronic documents must not be password protected or otherwise secured against being used by the Jury and by the Ordering Party. **It is absolutely forbidden to attach a qualified electronic signature to the files with the graphical part and the descriptive part of the competition work under pain of exclusion of the Participant from the Competition.** In the content of the files, it is absolutely forbidden to include the identification code used for the designation of the competition work.

10.5 Along with the competition work in the form of digital recording, **an identification card conforming in content to Attachment A.3 to the Competition Terms and Conditions** must be submitted in electronic form bearing a qualified electronic signature. The Competition Work should be submitted via the electronic communication platform.

10.6 **The Organiser additionally introduces the obligation to submit the competition boards - constituting an element of the Visual Part and possibly the Optional Part of the Competition Work - printed on a rigid backing in A0 size in an opaque, closed package, labelled by the Participant with the same identification code which was placed on the development submitted at the electronic platform - the Competition Work. The package should be described as:**

“PRACA KONKURSOWA NA OPRACOWANIE KONCEPCJI PLASTYCZNO-PRZESTRZENNEJ WYSTAWY STAŁEJ MUZEUM POWSTANIA WIELKOPOLSKIEGO 1918-1919 ROKU W POZNANIU”

(“COMPETITION WORK FOR THE DEVELOPMENT OF A VISUAL-SPATIAL CONCEPT FOR THE PERMANENT EXHIBITION OF THE MUSEUM OF WIELKOPOLSKA UPRISING 1918-1919 IN POZNAŃ”)

10.7 Printed competition boards (each) should be marked with the identification code used earlier, having a height of ca. - 1 cm, placed in the upper right corner of the boards.

10.8 **The boards of the Competition Work referred to in Item 10.6 should be submitted in person, by mail or by courier service. The envelope must not contain the name and address of the Competition Participant, but only the identification code.** The competition boards should be delivered to the organiser's headquarters by the deadline mentioned in Item 4.1. Seq. No. 6.

10.9 Regarding the submission of the paper form of the competition work in accordance with Item 10.6, the Ordering Party, pursuant to Article 65 Paragraph 1 Items 3 and 4 of the PPL act, waives the requirement to use only electronic means of communication. The reason for abandoning the exclusive use of electronic means of communication and for the requirement to submit a paper form is the need to preserve the uniformity of the participant's intended graphical character (colour shades, line thicknesses, etc.), which may affect the evaluation, and which in electronic form may not preserve the aesthetic effects intended by the participant, also due to the lack of specialized office equipment on the part of the Ordering Party.

11 EVALUATION OF COMPETITION WORKS

11.1 The Competition Jury decides the outcome of the Competition by selecting the best of the submitted competition works and determining their ranking.

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

11.2 The criteria for evaluating the competition works are as follows:

CRITERIA FOR EVALUATION OF A COMPETITION WORK		NUMBER OF POINTS
1	<p>CRITERION A, within the framework of which the Competition Jury will evaluate:</p> <ol style="list-style-type: none"> 1. compliance of the competition work with the guidelines contained in the Permanent Exhibition Scenario and the program assumptions for the Permanent Exhibition Scenario, 2. taking into account the architectural, technical and conservation conditions and the potential thereof, resulting from the construction and execution documentation prepared, 3. mastery of the exhibition techniques, technical feasibility of the exhibition, proper selection of acoustics and lighting solutions in the context of building an appropriate reception of the exhibition narrative. 	Max. 40 points.
2	<p>CRITERION B, under which the Competition Jury will evaluate:</p> <ol style="list-style-type: none"> 1. the functionality of the solutions adopted for the spatial layout of the exhibition, taking into account rest areas, access to the various modules, accessibility for people with disabilities, and simultaneous visits to the exhibition by groups and individuals, 2. innovation, attractiveness, and validity of the selection of exhibition solutions, in the following areas: <ol style="list-style-type: none"> a) multimedia - for the presentation / exploration of the presented event, b) presentation of key historical events and display of museum collections, c) dedicated execution of educational activities for school-age children. <p>At the same time, the Organiser of the Competition understands the term "attractive solutions" as the use of such means of presentation that broaden the perceptive reception of the exhibition by the visitors, allow the visitors to feel the atmosphere of the events presented and intensely affect the psychophysical feelings of the visitors, the purpose of which is to enable the realisation of the assumption set out in Item 5.3 of the Terms and Conditions (the expectation that the visitor feels the atmosphere and mood of the presented historical events after learning the historical facts). "Innovative solutions" are understood by the Organiser as the use of means of presentation and solutions of an original, surprising, unconventional nature, not commonly found in museum facilities in Poland, which will allow the exhibition in question to stand out from other such facilities.</p> 3. attractiveness and legibility in terms of the adopted graphical solutions and visual identification solutions (well-thought-out colour scheme, coherence of presented concepts, including the use of recurring leitmotifs/leading themes), including the identification of exploration paths (leading themes and in-depth themes). 	Max. 25 points
3.	<p>CRITERION C, within the framework of which the Competition Jury will evaluate the visual and spatial Concept for the Central Space ("Rotunda") in terms of:</p> <ol style="list-style-type: none"> 1. attractiveness of the vision for the art installation, which should respond to the need to create an art object / installation in the form of a sculpture /modern and contemporary installation, and also take into account: originality of the object / set of objects (multi-element installation is allowed), adjustment to the place of the planned location within the space of Rotunda, integrity with the architecture - dialogue, 2. coherence with the overall premise, taking the following into account: 	Max. 15 points

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

	a) the nature of the exposition planned, b) the feasibility of creating the presented concept in relation to the planned spatial function (a place for contemplation, quietening, possibility of hosting concerts).	
4.	CRITERION D , under which the Competition Jury will evaluate: The cost of implementing the exhibition and the economics of its operation, as well as the ease of making changes to individual elements of the exhibition without compromising the design and structure of the overall exhibition.	Max. 20 points
	TOTAL	Max. 100 points

11.3 The entry receiving the highest number of points will be considered the best.

11.4 The maximum number of points that can be obtained by an evaluated offer is **100 points**.

11.5 The Competition Jury will award the following number of points under **Criterion A**:

- a) **36-40 points** - in the event that the competition work meets the expectations in a **very satisfactory** manner, and by "very satisfactory" the Competition organiser means that the submitted work completely meets the expectations of the Ordering Party and even exceeds them;
- b) **21-35 points** - in the event that the competition work meets expectations in a **satisfactory** manner, and by "satisfactory" the Competition organiser means that the submitted work meets almost all the expectations of the Ordering Party, and only to a small extent does not meet these expectations;
- c) **1- 20 points** - in the event that the competition work **sufficiently** meets the expectations, whereby by "sufficiently" the Competition organizer understands that the work meets the majority of the expectations of the Ordering Party, i.e., to a degree that allows the implementation of further design development;
- d) **0 points** - if the competition work **does not correspond** at all to the presented expectations of the Ordering Party.

11.6 The Competition Jury will award the following number of points under **Criterion B**:

- a) **21-25 points** - in the event that the competition work meets the expectations in a **very satisfactory** manner, and by "very satisfactory" the Competition organiser means that the submitted work completely meets the expectations of the Ordering Party and even exceeds them;
- b) **13-20 points** - in the event that the competition work meets expectations in a **satisfactory** manner, and by "satisfactory" the competition organiser means that the submitted work meets almost all the expectations of the Ordering Party, and only to a small extent does not meet these expectations;
- c) **1-12 points** - if the competition work **sufficiently** meets the expectations, and by "sufficiently" the competition organizer means that the work meets most of the expectations of the Employer to a degree that allows the implementation of further design development;
- d) **0 points** - if the competition work **does not correspond** at all to the presented expectations of the Ordering Party.

11.7 The Competition Jury will award the following number of points under **Criterion C**:

- a) **11-15 points** - in the event that the competition work meets the expectations in a **very satisfactory** manner or exceeds them, and by "very satisfactory" the competition organiser means that the submitted work completely meets the expectations of the Ordering Party and even exceeds them;

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

- b) **6-10 points** - in the event that the competition work meets expectations in a **satisfactory** manner, and by "satisfactory" the competition organiser means that the submitted work meets almost all the expectations of the Ordering Party, and only to a small extent does not meet these expectations;
- c) **1-5 points** - in the event that the competition work corresponds to the expectations in an **average** manner, whereby by "average" the Competition organizer means that the work corresponds to a part of the Ordering Party's expectations;
- d) **0 points** - if the competition work **does not correspond** at all to the presented expectations of the Ordering Party.

11.8 The Competition Jury will award the following number of points under **Criterion D**:

- a) **16-20 points** - in the event that the competition work meets the expectations in a **very satisfactory** manner or exceeds them, and by "very satisfactory" the Competition organiser means that the submitted work completely meets the expectations of the Ordering Party and even exceeds them;
- b) **11-15 points** - in the event that the competition work meets expectations in a **satisfactory** manner, and by "satisfactory" the Competition organiser means that the submitted work meets almost all the expectations of the Ordering Party, and only to a small extent does not meet these expectations;
- c) **1-10 points** - if the competition work **sufficiently** meets the expectations, and by "sufficiently" the Competition organizer means that the work meets most of the expectations of the Employer to a degree that allows the implementation of further design development;
- d) **0 points** - if the competition work **does not correspond** at all to the presented expectations of the Ordering Party.

11.9 The Competition Jury will rank the competition works taking into account the above scores. The awarding of a certain number of points in each of the point ranges presented above will be comprehensively justified by the Competition Jury.

12 PLACE AND DEADLINE FOR SUBMITTING COMPETITION WORKS

12.1st The competition entries must be submitted via the electronic communication platform, and in terms of competition boards – at the Museum headquarters: Wielkopolska Museum of Independence ul. Woźna 12, 61-777 Poznań until the date indicated in Item 4.1. Point 6 of the Table.

12.2nd The deadline for submission of competition boards is determined by the date of their delivery to the Ordering Party in person, by mail or by other means, such as courier service. The date of receipt of Competition Works sent electronically is determined by the date of their delivery to the Ordering Party via the *e-zamówienia* portal.

12.3rd Submission of the competition boards to the Ordering Party's office will be receipted by the Ordering Party in accordance with Attachment A.4 to the Terms and Conditions.

12.4th A work submitted after the deadline shall be returned immediately.

13 RESULTS OF THE COMPETITION AND THE METHOD OF MAKING IT PUBLIC

13.1. After determining the results of the Competition, the Competition Jury shall forward to the Ordering Party the minutes of the Competition Jury's work with the identification codes of the works, the scores assigned to them and an indication of how the prizes were awarded. The Competition Jury attaches to the minutes the reasons for its decision and opinions on all works.

13.2. Upon receipt of the minutes of establishment of the Competition results, the Ordering Party shall forward the identification cards to the Competition Jury for the purpose of identifying all the Competition works and forwarding the Competition results to it for approval. Immediately after

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

approving the outcome of the Competition or its cancellation, the Ordering Party shall simultaneously notify the Competition Participants of the results and the scores received via *e-zamówienia* portal, providing the first name and surname and place of residence or company name and registered office or place of business of the author of the selected competition work.

- 13.3. In addition, information about the outcome of the Competition will be made public as follows:
- a) public reading of the Competition Jury's verdict at a post-competition exhibition, to which Competition Participants whose works were subject to the Competition Jury's evaluation will be invited. The venue and opening time of the exhibition will be determined at a later date and announced at the Competition website - <http://wmn.poznan.pl/konkurs-mpw-poznan>;
 - b) posting the results of the Competition at the following website: www.wmn.poznan.pl/konkurs-mpw-poznan;
 - c) forwarding the announcement of the Competition result to the Publications Office of the European Union for publication.

14 PROPRIETARY COPYRIGHTS

- 14.1 The Competition Participant is entitled in full to exclusive proprietary rights, subsidiary rights to the elaborations of the competition work, related rights and moral rights to the competition work submitted in the Competition.
- 14.2 Subject to Item 14.6, the Competition Participant submitting the competition work that receives an award will grant the Ordering Party a non-exclusive license to use the competition work (the works composing it and the objects of related rights within the meaning of the Act on Copyright and Related Rights of 4th February 1994), in the fields of exploitation, to the extent and under the conditions specified in detail in the contract and the statement constituting Attachments A.5 and A.5A to the Terms and Conditions, respectively.
- 14.3 The signing of the contract referred to in Appendix No. A5 ("License Agreement for the Use of the Competition Work"), as well as the submission of Appendix No. A.5A ("Co-author's Statement Confirming the Transfer of Rights to the Competition Work") are conditions for the payment of the award by the Ordering Party.
- 14.4 The boards of the awarded competition works become the property of the Ordering Party.
- 14.5 At the request of the Competition Participants who did not receive a prize, the Ordering Party will return the received competition works, but not earlier than after the expiration of the "stand still" period, and in the case of an appeal to the NAC, not earlier than after the Chamber has resolved the appeal. In the absence of a request for the return of the competition work, the work will be archived in accordance with the provision of Article 358 Paragraph 1 of the Public Procurement Law.
- 14.6 The Participant of the Competition who received the 1st prize (in the form of a cash prize and an invitation to negotiate in the mode of a single source procurement) will receive the cash prize after submitting the statement referred to in Attachment A.5A to the Terms and Conditions and after signing the contract – constituting Attachment A.5B to the Terms and Conditions – transferring to the Ordering Party (upon payment of the prize money) all proprietary copyrights and related rights to the awarded work within the scope and fields of exploitation described therein, as well as the exclusive right to authorise the exercise of derivative copyrights to the competition work.
- 14.7 The amount of the prizes paid fully covers the remuneration for the transfer of all proprietary copyrights, subsidiary rights and related rights to the competition work to the extent and in the fields of exploitation specified in Attachment A.5B, as well as the remuneration for granting a license to use the competition work to the extent and in the fields of exploitation specified in Attachment A.5, respectively (and for granting authorizations for the exercise of dependent rights), and moreover, remuneration for the transfer of ownership of all media on which the competition work and copies of the competition work were delivered to the Ordering Party, as

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

well as remuneration for granting all consents, authorisations and permissions specified in Attachments A.5B and A.5, respectively. Participants in the Competition do not have the right to claim separate remuneration for this from the Ordering Party.

15 INFORMATION ON LEGAL REMEDIES AVAILABLE TO THE COMPETITION PARTICIPANT IN THE COURSE OF THE PROCEEDINGS

- 15.1 Participants of the Competition or any other entity, if they have or had an interest in obtaining a prize in the competition and have suffered or may suffer damage as a result of violation of PPL provisions by the Ordering Party, are entitled to legal remedies according to the rules provided in Section IX of the PPL (Articles 505-590).
- 15.2 The Competition Participant may file an appeal under the rules set forth in Section IX of the PPL. The appeal is available against:
- 1) an action of the ordering party that is inconsistent with the provisions of the PPL and that was taken in the procurement procedure, including against a proposed provision of the contract;
 - 2) failure to perform an action in the procurement procedure that the ordering party was obliged to perform under the PPL.
- 15.3 A verdict or decision of the National Appeal Chamber terminating the appeal proceedings may be appealed against to the Regional Court in Warsaw - the court of public procurement. The complaint shall be filed through the President of the Chamber within 14 days from the date of delivery of the judgment or decision of the National Appeal Chamber, while sending at the same time a copy to the opponent of the complaint.
- 15.4 The appeal shall be filed with the President of the Chamber. The appellant shall transmit a copy of the appeal to the ordering party before the expiration of the deadline for filing an appeal in such a way that the ordering party can become acquainted with its contents before the expiration of the deadline.

16 GDPR

- 16.1 The controller of your personal data is: Wielkopolska Museum of Independence seated in Poznań, entered into the Register of Cultural Institutions under number 27, kept by the Wielkopolska Province Government, REGON (business register number): 000277902, NIP (tax identification number): 778-11-28-909, e-mail: iodo@wmn.poznan.pl
- 16.2 As the Administrator of your personal data, we process your data for the following purposes: executing the copyright transfer contract on the basis of Article 6(1)(b) and concluding the Competition under Article 6(1)(c) of Regulation 2 2016/679 of the European Parliament and of the Council (EU) of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) - hereinafter referred to as: GDPR).
- 16.3 Data recipients: We may share your data with the following categories of entities: subcontractors, i.e., entities we employ to process data, with whom we have entered into a contract for entrusting the processing of personal data: e.g., IT company, our hosting provider, our software providers, and entities authorized to obtain data under applicable laws. At the same time, we inform you that we do not transfer your data outside the European Economic Area and do not intend to do so in the future.
- 16.4 Data retention period: Your data will be retained for the period necessary to fulfil the purposes set forth in Item 16.2, and thereafter for the period and to the extent required by generally applicable law.
- 16.5 In connection with the Ordering Party's processing of your personal data, you are entitled to:
- (a) the right to access the content of the processed data and to receive a copy of it,
 - (b) the right to rectify (correct) the data,
 - (c) the right to remove data,

Terms and Conditions of the Competition for the development of the visual-spatial concept of the permanent exhibition of the Museum of the Wielkopolska Uprising 1918-1919 in Poznań

- (d) the right to restrict data processing,
 - (e) the right to object to data processing,
 - (f) the right to transfer the data,
 - (g) the right to withdraw consent to data processing at any time, without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal
- provided that the possibility of taking advantage of such rights results directly from the provisions of GDPR.
- 16.6 You may exercise the above rights by sending us an e-mail message to the address specified in Item 16.1 above.
- 16.7 Complaint to the supervisory authority: In cases where you consider that the processing of your data violates the provisions of GDPR, you have the right to lodge a complaint with the supervisory authority (President of the Office for Personal Data Protection).
- 16.8 Voluntariness of providing data and the consequences of not providing it: Provision of data is voluntary, but the consequence of not providing data necessary for the conclusion or execution of the contract will be the inability to conclude the contract or inability to participate in the Competition in question.
- 16.9 Detailed information concerning, among other things, the purpose, scope, and duration of the collection, processing and storage of personal data and the rights to which you are entitled is available at the Museum's website: www.wmn.poznan.pl/rodo.

17 OTHER PROVISIONS

- 17.1 The Competition Jury reserves the right to introduce Post-Competition Recommendations to the competition work that won the 1st prize. The author(s) of the winning entry, in the event of further use of their competition entry by the Ordering Party and the execution of the Detailed Design Study under a separate public procurement, undertake to incorporate the Post-Competition Recommendations of the Competition Jury and the Ordering Party into the awarded and selected entry from the competition in accordance with the contents of the Contract attached as Attachment A.6 to the Terms and Conditions.
- 17.2 To matters not regulated by the Competition Terms and Conditions, the provisions of the Public Procurement Law shall apply.

Attachments to the Competition Terms and Conditions:

ATTACHMENT A.1	APPLICATION FOR ADMISSION TO THE COMPETITION.
ATTACHMENT A.2	STATEMENT ON THE PROVISION OF RESOURCES.
ATTACHMENT A.3	IDENTIFICATION CARD OF THE SUBMITTED COMPETITION WORK.
ATTACHMENT A.4	RECEIPT OF THE COMPETITION WORK.
ATTACHMENT A.5	LICENSE AGREEMENT FOR THE USE OF THE COMPETITION WORK.
ATTACHMENT A.5A	CO-AUTHOR'S STATEMENT CONFIRMING THE TRANSFER OF RIGHTS TO THE COMPETITION WORK.
ATTACHMENT A.5B	CONTRACT OF TRANSFER OF AUTHOR'S PROPRIETARY COPYRIGHTS TO THE COMPETITION WORK.
ATTACHMENT A.6	CONTRACT FOR DESIGN WORKS.
ATTACHMENT A.7	PRELIMINARY COSTING OF THE EXECUTION OF WORKS PERFORMED ON THE BASIS OF THE COMPETITION WORK.
ATTACHMENT B.2	SCENARIO OF THE PERMANENT EXHIBITION.
ATTACHMENT B.3	LIST OF EXHIBITS AND SUBSTANTIVE MATERIALS to be used for competition purposes
ATTACHMENT B.4	TECHNICAL DOCUMENTATION OF THE BUILDING OF THE MUSEUM OF WIELKOPOLSKA UPRISING.