

Following text is just a translation of the Partnership Agreement. Each Partner will have to sign the Agreement in Polish.

PARTNERSHIP AGREEMENT ("**Agreement**")

concluded on ... ..... in ... ..... between:

**State Treasury - Minister of the Environment**, with its office in Warsaw, ul. Wawelska 52/54, postal code 00-922, Tax Identification NIP Code 526-16-47-453, represented by ..... - (position), hereinafter referred to as the "**Organiser**",

and

.....  
.....  
.....

hereinafter referred to as the "**Conference Partner**",

hereinafter referred to individually as the "**Party**", collectively as the "**Parties**",

whereby:

§1

DESCRIPTION OF THE AGREEMENT

- 1. The Conference Partner wishes to represent that it is aware that with reference to the Provision delivered for the organisation and/or promotion of the 24th Session of the Conference of the Parties to the United Nations Framework Convention on Climate Change (UNFCCC COP24), the 14th session of the Conference of the Parties serving as the Meeting of the Parties to the Kyoto Protocol (CMP14), 3rd part of the 1st session of the Conference of the Parties serving as the Meeting of the Parties to the Paris Agreement (CMA1.3), hereinafter referred to as the "**Conference**", it shall not be eligible for mutual consideration from the Organiser, equivalent to the subject of the Provision it delivers. The organisation or promotion of the Conference should also be construed as the organisation of PRECOP on 22-24 October 2018.
- 2. The Parties hereby jointly agree that they are aware of the open nature of the Agreement. The open nature of the Agreement means in particular the right to make its content available by the Organiser on the terms specified in "ustawa z dnia 6 września 2001 r. o dostępie do informacji publicznej" [Act of 6 September 2001 on Access to Public Information] (Dz.U. Journal of Laws of 2018 item 1330) and the right of the Parties to provide public information about the Provision delivered by the Conference Partner.

§2

SUBJECT OF THE AGREEMENT

- 1. The Conference Partner hereby represents that it will *deliver/lend for use* to the Organiser gratuitously .....(description of the subject-matter hereof ("**Provision**")).

2. The Provision shall be delivered by or before .....
3. A handover and acceptance record signed by the Organiser shall be the confirmation of the Provision delivery. The Organiser hereby represents that it will accept the Provision and allocate it for purposes related to the Conference organisation and/or promotion.
4. *The Organiser shall be entitled to give the Provision to third parties for use, to which the Conference Partner hereby consents.*
5. *The Conference Partner shall bear the entire insurance cost of the loaned Provision.*

### §3

#### *RETURN (in the event of lending the Provision for use)*

1. *The Conference Partner shall, at its own expense and risk, collect the Provision from the place specified by the Organiser by or between .....*
2. *A handover and acceptance record signed by the Organiser shall be the confirmation of the Provision acceptance.*
3. *The Organiser shall not be liable for any damage to the Provision.*

### §4

#### SUBCONTRACTING, DEFECTS OF PROVISION

1. The Organiser allows the Conference Partner to implement the Agreement via subcontractors. The Conference Partner shall bear full liability for actions or omissions of subcontractors as for its own actions or omissions.
2. Should it happen that the provided Provision or any part thereof shows defects that prevent its proper use as intended for the organisation or promotion of the Conference, the Conference Partner shall forthwith provide a gratuitous substitute Provision or any part thereof free of defects.

### §5

#### CONFERENCE IMAGE

1. The Conference Partner may publicize information regarding cooperation in the organisation or promotion of the conference solely and exclusively with the consent of the Organiser. The Organiser may refrain from accepting the content or form of such information, in particular if it is deemed possible to have an adverse impact on the Conference image.
2. The Conference Partner hereby represents that it will make every effort to ensure that the activity involved in the business it pursues has no adverse impact on the Conference image.
3. The Conference Partner may use the Conference logo or templates of the Conference promotional materials solely and exclusively on the terms and conditions set out in separate provisions.
4. The Organiser may agree to place the name or logo of the Conference Partner on the Provision provided hereunder.

5. The Conference Partner shall submit the application for consent, referred to in § 9 (1) or § 9 (4) electronically, to the Organiser's e-mail address specified in § 9 (1)(1).
6. *The Organiser's lack of consent, referred to in § 9 (1), by or before ..... shall be tantamount to the expiration hereof; The parties shall not have any claims against each other due to the expiration hereof. / Lack of consent of the Organiser, referred to in § 9 (1), by or before ..... shall mean that the Conference Partner will provide the Provision without placing its name and logo on the Provision delivered hereunder.*
7. The Conference Partner shall grant to the Organiser a non-exclusive license for the use of the Conference Partner logo in Poland and abroad, for the period from the date hereof until 31 March 2019, in the following fields of use:
  - 1) fixation and reproduction, including the production by any technique of any number of copies, including printing, photocopying, magnetic recording, digital, laser, electronic, photographic, optical, on any carrier;
  - 2) placing on the market of originals or copies, without any quantitative restrictions;
  - 3) lending for use, renting, provision of access – for consideration or gratuitously – of the original or copies to third parties;
  - 4) loading into the computer's memory, multimedia networks;
  - 5) dissemination in any other manner, including public disclosure in such a way that everyone can have access to them in a place and time of their choice, including on the Internet.
8. The Conference Partner shall deliver the logo referred to in § 9 (1), to the Organiser within 5 days from the Agreement Day, by electronic means, to the e-mail address specified in § 9 (1)(1).
9. Other forms of Partner promotion during the Conference shall be allowed with the consent of the Organiser.

## §6

### TERMS AND CONDITIONS OF TERMINATION

1. The Organiser may terminate the Agreement should the Conference Partner fail to perform its duties resulting from the provision hereof, in particular, should it violate the provisions of §5, subject to the provisions of § 2. The Organiser shall notify the Conference Partner in writing or electronically to the Conference Partner e-mail address specified in § 9 (1)(2), of circumstances that may result in the termination hereof, calling for specific actions to be taken or for non-compliance with the provisions hereof to be ceased within the deadline specified in the call. Should the Conference Partner fail to comply with the content of the call, the Organiser shall be entitled to terminate the Agreement without notice with immediate effect, providing the Conference Partner with a relevant statement in writing or by e-mail to the Conference Partner's e-mail address specified in § 9 (1)(2).
2. The Conference Partner shall not be entitled to any claims against the Organiser for the termination hereof.

## §7

### LIABILITY FOR DAMAGES

In accordance with the general principles, the Conference Partner shall bear full liability for any damage caused as a result of improper performance hereof, in particular for its non-performance, improper performance or failure to meet the deadlines for the performance hereof.

## §8

### DISPUTE SETTLEMENT

1. Any disputes arising out of the performance hereof should first be settled amicably.
2. Should it prove non-feasible to settle the dispute in the manner specified in § 1, the Parties agree that the court having jurisdiction over the seat of the Organiser shall be the competent court.

## §9

### FINAL PROVISIONS

1. The Parties shall designate the following contact persons:
  - 1) for the Organiser - ... ..... (full name, telephone number, e-mail address);
  - 2) for the Conference Partner - ... ..... (full name, telephone number, e-mail address).
2. In matters not covered hereunder, the provisions of Polish law shall apply, in particular “ustawa z dnia 23 kwietnia 1964 r. Kodeks cywilny” [Act of 23 April 1964. The Civil Code] (Journal of Laws of 2018, item 1025, as amended).
3. Any amendments hereto must be made in writing to be valid.
4. The Agreement has been made in the Polish language in duplicate, one copy for each of the Parties.

Organiser:

Conference Partner: