## Received by NSD/FARA Registration Unit 01/21/2022 11:41:01 AM OMB No. 1124-0006; Expires July 31, 2023

#### U.S. Department of Justice

Washington, DC 20530

#### Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="https://www.fara.gov">https://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant		2. Registration Number	
Mr. Peter B Doran		7073	
3. Primary Address of Registrant			
1400 S. Joyce Street, APT 1732, Arlington, VA 22	202		
4. Name of Foreign Principal	5. Address of Foreign Principal		
Polish Institute of International Affairs (PISM)	Warecka 1A		
	Warsaw POLAND 05-800		
	FOLIAND 03 800		
6. Country/Region Represented			
POLAND			
7. Indicate whether the foreign principal is one of the follow	ving:		
☐ Government of a foreign country <sup>1</sup>			
☐ Foreign political party			
Foreign or domestic organization: If either, check	k one of the following:		
☐ Partnership	☐ Committee		
☐ Corporation	☐ Voluntary group		
☐ Association	Other (specify) Think Tank		
☐ Individual-State nationality			
8. If the foreign principal is a foreign government, state:			
a) Branch or agency represented by the registrant			
a) branch of agency represented by the registrant			
b) Name and title of official with whom registrant	engages		
,			

<sup>1 &</sup>quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If	the foreign principal is a foreign political party, state:	
	a) Name and title of official with whom registrant engages	
	b) Aim, mission or objective of foreign political party	
10. If 1	the foreign principal is not a foreign government or a foreign political party:	
	a) State the nature of the business or activity of this foreign principal. Registrant will provide advisory services with regard to the organization of a Polish Institute of International Affairs based in Washington D.C.	subsidiary of the
	<ul> <li>b) Is this foreign principal:</li> <li>Supervised by a foreign government, foreign political party, or other foreign principal</li> </ul>	Yes <b>▼</b> No □
	Owned by a foreign government, foreign political party, or other foreign principal	Yes   No □
	Directed by a foreign government, foreign political party, or other foreign principal	Yes ▼ No □
	Controlled by a foreign government, foreign political party, or other foreign principal	Yes   No □
	Financed by a foreign government, foreign political party, or other foreign principal	Yes   No □
	Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ► No □
	explain fully all items answered "Yes" in Item 10(b).	
56	ee Appendix for Response	
	the foreign principal is an organization and is not owned or controlled by a foreign government, foreign	

#### Received by NSD/FARA Registration Unit 01/21/2022 11:41:01 AM

#### **EXECUTION**

Date	Printed Name	Signature
01/21/2022	Peter B Doran	/s/Peter B Doran
		<u></u>

## Received by NSD/FARA Registration 1/2022 11:41:01 AM

Date	Printed Name	Signature
1-21-22	PETER DORAN	Cet 5 Vo

## Appendix Response to Item 11

#### Item 11: Explain fully all items answered "Yes" in Item 10(b).

Item 10(b) Supervised: The Polish Institute of International Affairs is under the regulation of the Prime Minister under Under Art. 3 of the Act of 20 December 1996 on the Polish Institute of International Affairs. See: https://www.pism.pl/upload/images/artykuly/c11ae49d-4f4b-4434-b85b-0ac455ca6e6e//1614684980204.pdf Item 10(b) Owned: The Polish Institute of International Affairs is under the regulation of the Prime Minister under Under Art. 3 of the Act of 20 December 1996 on the Polish Institute of International Affairs. See: https://www.pism.pl/upload/images/artykuly/c11ae49d-4f4b-4434-b85b-0ac455ca6e6e//1614684980204.pdf Item 10(b) Directed: The Polish Institute of International Affairs is under the regulation of the Prime Minister under Under Art. 3 of the Act of 20 December 1996 on the Polish Institute of International Affairs. See: https://www.pism.pl/upload/images/artykuly/c11ae49d-4f4b-4434-b85b-0ac455ca6e6e//1614684980204.pdf Item 10(b) Controlled: The Polish Institute of International Affairs is under the regulation of the Prime Minister under Under Art. 3 of the Act of 20 December 1996 on the Polish Institute of International Affairs. See: https://www.pism.pl/upload/images/artykuly/c11ae49d-4f4b-4434-b85b-0ac455ca6e6e//1614684980204.pdf Item 10(b) Financed: The Polish Institute of International Affairs is under the regulation of the Prime Minister under Under Art. 3 of the Act of 20 December 1996 on the Polish Institute of International Affairs. See: https://www.pism.pl/upload/images/artykuly/c11ae49d-4f4b-4434-b85b-0ac455ca6e6e//1614684980204.pdf Item 10(b) Subsidized: The Polish Institute of International Affairs is under the regulation of the Prime Minister under Under Art. 3 of the Act of 20 December 1996 on the Polish Institute of International Affairs. See: https://www.pism.pl/upload/images/artykuly/c11ae49d-4f4b-4434-b85b-0ac455ca6e6e//1614684980204.pdf

## Received by NSD/FARA Registration Unit 01/21/2022 11:41:04 AM OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

#### Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <a href="https://www.fara.gov">https://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="https://www.fara.gov">https://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Justice, Washing	ion, DC 20530; and to the Office of Information and Re	egulatory Affairs, Office of Management and Budget, Washington, DC 2050	
1. Name of Registrant Mr. Peter B Doran		2. Registration Number 7073	
3. Name of For	reign Principal Litute of International Affairs (PISM)		
	Check App	propriate Box:	
_	eement between the registrant and the above-name, attach a copy of the contract to this exhibit.	ed foreign principal is a formal written contract. If this box is	
foreign 1	principal has resulted from an exchange of corresp	and the foreign principal. The agreement with the above-named pondence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence.	
contract	The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.		
7. What is the	date of the contract or agreement with the foreign	principal? 01/04/2022	
Performand services a registrant	are provided as required, in the form of o	rices by the registrant for 10 hours monthly. Advisory oral and written consultations and advice. The of distance communication, including telephone,	

9.	-			ngage in on behalf of the above foreign principal.
	the Polish Insti	itute of International	visory services with Affairs in Washingt	regard to the organization of a subsidiary of on D.C., including assistance in organizing at
10.			eign principal include po	litical activities as defined in Section 1(o) of the Act1.
	Yes 🗷	No 🗆		
	together with the m involving lobbying,	neans to be employed to ac	chieve this purpose. The	ings, the relations, interests or policies to be influenced response must include, but not be limited to, activities ions, economic development, and preparation and
	Institute of In		a Think Tank that is	advance the public interests of the Polish regulated by the government of Poland. The ity" under the Act.
11.	Prior to the date of activities, for this for		gn principal has the regi	istrant engaged in any registrable activities, such as political
	Yes 🗌	No 🗷		
	policies sought to be delivered speeches, names of speakers,	ne influenced and the mean , lectures, social media, in and subject matter. The re- tion management, public re-	ns employed to achieve sternet postings, or medi- esponse must also include	include, among other things, the relations, interests, and this purpose. If the registrant arranged, sponsored, or a broadcasts, give details as to dates, places of delivery, de, but not be limited to, activities involving lobbying, lopment, and preparation and dissemination of
	Set forth below a g	eneral description of the r	registrant's activities, inc	luding political activities.
	Set forth below in	the required detail the reg	istrant's political activiti	es.
	Date Co	ontact	Method	Purpose

## Received by NSD/FARA Registration Unit 01/21/2022 11:41:04 AM

12.	2. During the period beginning 60 days prior to the obligation to register <sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?			
	Yes 🗆	No 🗷		
	If yes, set forth b	below in the required	detail an account of such monies or things of value.	
	Date Received	From Whom	Purpose	Amount/Thing of Value
13	During the perio	od heginning 60 days	prior to the obligation to register <sup>4</sup> for this foreign pr	rincipal has the registrant disbursed or
13.			activity on behalf of the foreign principal or transmi	-
	Yes 🗆	No 🗷		
	If yes, set forth	below in the required	detail and separately an account of such monies, inc	cluding monies transmitted, if any.
	Date	Recipient	Purpose	Amount

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such

<sup>1 &</sup>quot;Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party

## Received by NSD/FARA Registration Unit 01/21/2022 11:41:04 AM

#### **EXECUTION**

Date	Printed Name	Signature	
01/21/2022	Peter Doran	/s/Peter Doran	
		<u> </u>	
	<u></u>	<u></u>	

## Received by NSD/FARA Registration 1/2022 11:41:04 AM

Date	Printed Name	Signature
1-21-22	PETER DORAN	Let Do

#### UMOWA Nr [...]

## NO [...]

zawarta w dniu.....

concluded on .....

pomiędzy:

between:

## POLSKIM INSTYTUTEM SPRAW MIEDZYNARODOWYCH,

# z siedzibą przy ul. Wareckiej 1a, 00-950 Warszawa, utworzonym i działającym na podstawie ustawy z dnia 20 grudnia 1996 r. o Polskim Instytucie Spraw Międzynarodowych (t. j. Dz. U. z 2020 r., poz. 720), NIP: PL5252167765, REGON: 016274699,

## THE POLISH INSTITUTE OF INTERNATIONAL AFFAIRS,

**AGREEMENT** 

with its registered office at 1a Warecka street, 00-950 Warsaw, established and operating on the legal basis of the statute on Polish Institute of International Affairs dated on 20 December 1996 (unified text Journal of Laws dated on 2020, position



hereinafter referred to as either "the Principal" or

Sławomir Debski-Director of the Polish

zwanym dalej "Zleceniodawcą" lub "PISM"

reprezentowanym przez:

**Sławomira Dębskiego** –Dyrektora Polskiego Instytutu Spraw Międzynarodowych,

przy kontrasygnacie:

**Bogusławy Stankiewicz** – Głównego Księgowego Polskiego Instytutu Spraw Międzynarodowych with countersignature of:

Institute of International Affairs,

**Bogusława Stankiewicz**—Chief Financial Officer of the Polish Institute

and

a

#### **Peterem Doran**

zwanym dalej "Zleceniobiorcą",

zwanymi dalej łącznie "Stronami".

#### **Peter Doran**

"the PISM", represented by:

hereinafter referred to as "the Contractor",

both hereinafter referred to as ",the Parties".

#### § 1. Przedmiot umowy

- 1. Przedmiotem umowy jest świadczenie przez Zleceniobiorcę usług doradztwa w związku z organizacją podmiotu zależnego PISM z siedzibą w Waszyngtonie D.C., w tym pomoc w organizacji co najmniej jednego wydarzenia w miesiącu. Przez pomoc w organizacji wydarzenia strony rozumieją w szczególności ustalenie listy prelegentów biorących udział w danym wydarzeniu.
- Świadczenie usług doradztwa będzie realizowane w okresie od 1 stycznia 2022 r. do 30 czerwca 2022 r.
- 3. Świadczenie usług doradztwa będzie się odbywać w dniach i godzinach ustalonych ze

#### § 1. Subject of the agreement

- 1. The subject of the agreement is providing advisory services by the Contractor with regard to organization of a subsidiary of Polish based in Washington D.C., including assistance in organizing at least one event per month. By assistance in organizing the event, the Parties understand in particular the establishment of a list of speakers participating in a given event.
- 2. Advisory services will be provided from January 1, 2022, to June 30, 2022.
- 3. The advisory services will be provided on days and hours agreed with the Principal, for 10 (say: ten) hours monthly.

- Zleceniodawcą, w wymiarze 10 (słownie: dziesięciu) godzin miesięcznie. Strony ustalają, że przez godzinę rozumieją 60 minut.
- W przypadku, gdy w danym miesiącu Zleceniodawca nie wykorzysta godzin doradztwa, o których mowa w ust. 3, godziny te przechodzą na kolejny miesiąc.
- W przypadku, gdyby Zleceniodawca nie zorganizował w danym miesiącu żadnego wydarzenia, usługa w postaci pomocy w organizacji wydarzenia świadczona będzie w kolejnym miesiącu.

#### § 2. Oświadczenia i zapewnienia

- Zleceniobiorca oświadcza, że posiada doświadczenie niezbędne do realizacji przedmiotu umowy.
- Zleceniobiorca zobowiązuje się świadczyć usługi, doradztwa z zachowaniem najwyższej staranności zawodowej.
- Zleceniodawca zobowiązuje się do dostarczenia Zleceniobiorcy informacji niezbędnych do prawidłowego świadczenia usług.

#### § 3. Zakres usług

- Usługi doradztwa będą świadczone zgodnie z bieżącym zapotrzebowaniem, w formie ustnych i pisemnych konsultacji i doradztwa.
- Zleceniobiorca będzie świadczył usługi za pośrednictwem środków porozumiewania się na odległość, w tym telefonu, Internetu, jak również w innym miejscu po wcześniejszym ustaleniu z Zleceniodawcą.

#### § 4. Wynagrodzenie

- Zleceniodawca zapłaci Zleceniobiorcy z tytułu realizacji niniejszej umowy łączną kwotę w wysokości 5.000 USD (słownie: pięć tysięcy dolarów amerykańskich) brutto miesięcznie.
- Zapłata wynagrodzenia, o którym mowa w §4
  ust. 1 nastąpi przelewem na rachunek
  bankowy wskazany przez Zleceniobiorcę w
  terminie 14 dni kalendarzowych od dnia
  doręczenia Zleceniodawcy prawidłowo
  wystawionego rachunku. Podstawą
  wystawienia rachunku jest zaakceptowanie
  przez Zleceniodawcę realizacji usług
  doradztwa.

- 4. If the Principal will not use the consulting hours referred to in §1 (3) in given month, consulting hours are transferred to the following month. The parties agree that hour shall be understood as 60 minutes.
- 5. If the Principal will not organize any event in a given month, the service of providing assistance in organizing the event will be provided in the next month.

## § 2. Representations and warranties

- 1. The Contractor warrants and guarantees that he has the experience required to perform the subject of the agreement.
- 2. The Contractor obliges himself to provide the advisory services with the utmost professional diligence.
- The Principal undertakes to provide the Contractor with information necessary for providing the services.

#### § 3. Range of the services

- 1. The advisory services will be provided as required, in the form of oral and written consultations and advice.
- 2. The Contractor will provide the advisory services via means of distance communication, including telephone, Internet, as well as elsewhere after prior arrangement with the Principal.

#### § 4. Remuneration

- 1. The Principal shall pay to the Contractor in return for execution of this agreement the total amount of 5,000 USD (say: five thousand USD) gross monthly.
- 2. Payment of the remuneration referred in §4 (1) shall be by means of transfer to the bank account indicated by the Contractor within 14 calendar days since producing a correctly issued bill to the Principal. The issuance of the bill is subject to acceptance by the Principal of performance of the advisory service.
- 3. The day of payment of remuneration is the day on which the order is issued on transfer from the Principal's bank account.

- Dniem zapłaty wynagrodzenia jest dzień wydania dyspozycji przelewu z rachunku bankowego Zleceniodawcy.
- Zleceniodawca nie wyraża zgody na przelew (cesję) wierzytelności Wykonawcy z tytułu realizacji niniejszej umowy na osoby trzecie.

#### § 5. Odpowiedzialność Wykonawcy

Zleceniobiorca ponosi odpowiedzialność za niewykonanie lub nienależyte wykonanie umowy, chyba że niewykonanie lub nienależyte wykonanie umowy spowodowała wyłącznie siła wyższa, bądź działanie lub zaniechanie osób trzecich i tych działań lub zaniechań nie można było przewidzieć i uniknąć.

#### § 6. Obowiązek poufności

- Strony zobowiązują się do zachowania, tak w okresie obowiązywania niniejszej umowy, jak również po jej zakończeniu, tajemnicy co do wszystkich informacji pozyskanych przy wykonywaniu niniejszej umowy, a w szczególności informacji prawnie chronionych przez ogólnie obowiązujące przepisy, a także innych informacji mogących mieć charakter informacji poufnych dotyczących przedmiotu umowy.
- Strony mają prawo wykorzystywać informacje poufne wyłącznie do należytej realizacji niniejszej umowy.
- 3. Strony zobowiązują się zachować informacje poufne w tajemnicy oraz nie ujawniać ich jakimkolwiek osobom trzecim ani nie dopuścić do ich ujawnienia w jakikolwiek sposób, chyba że jest to uzasadnione celem określonym w ust. 2 powyżej. Strony ponoszą pełną odpowiedzialność na zasadach określonych w niniejszej umowie za ewentualne naruszenie warunków niniejszej umowy przez osoby, którym Strona udostępni informacje poufne.
- 4. W przypadku, gdyby przepisy prawa lub postanowienie sądu nakładały na Stronę obowiązek ujawnienia informacji poufnych, dana Strona niezwłocznie poinformuje o tym drugą Stronę tak, aby Strona mogła podjąć lub domagać się podjęcia stosownych działań w celu uzyskania odpowiedniego środka zabezpieczającego lub innego odpowiedniego środka prawnego. Z zastrzeżeniem, iż powyższe postanowienie nie ma zastosowania w przypadku informacji i danych do

 The Principal does not agree to any transfer (cession) to third parties of the receivables due to the Contractor for execution of this agreement.

#### § 5. Contractor's liability

The Contractor shall bear liability for any failure to execute or inadequately execute this agreement unless the failure to execute or inadequate execution of this agreement has been caused solely by a *force majeure* or by third party's actions that could not be predicted nor prevented.

#### § 6. Non-disclosure agreement

- 1. The Parties shall throughout the term of this agreement and after expiry or termination thereof keep confidential all information acquired while executing this agreement, and particularly the information legally protected by generally applicable laws, and also other information that may be confidential in respect of the subject matter of this agreement.
- 2. The Parties shall use confidential information solely for the purpose of proper execution of this agreement.
- 3. The Parties shall keep secret the confidential information and shall not disclose said information to any third party or permit such disclosure in any way, unless this is warranted by the purpose referred to under point 2 above. The Parties are fully liable, under this agreement, for any breach of this agreement by persons to whom a Party has revealed confidential information.
- 4. Where a Party is placed under obligation, imposed by law or by court order, to disclose confidential information, the said Party shall immediately communicate this to the other Party so that the Party could take appropriate steps to obtain an adequate interim order or other precautionary measure. The above provision, though, shall not apply to the information and data which Parties are required to disclose on the strength of applicable laws.
- 5. The requirement of confidentiality in respect of confidential information shall be binding on the Parties without any time limit, beginning with the date of this agreement, and

- ujawnienia których Strony są obowiązane na mocy obowiązujących przepisów prawa.
- Obowiązek zachowania poufności informacji poufnych wiąże Strony bezterminowo, począwszy od dnia zawarcia umowy i pozostaje w mocy bez względu na późniejszą utratę przez umowę mocy obowiązującej.
- 6. Postanowienia o poufności, zawarte powyżej, nie będą stanowiły przeszkody dla żadnej ze Stron w ujawnianiu informacji, która została zaaprobowana na piśmie przez drugą Stronę jako informacja, która może zostać ujawniona lub należy do informacji powszechnie znanych.
- 7. Żadnej ze Stron nie wolno, bez uprzedniej pisemnej zgody drugiej Strony, wykorzystywać jakichkolwiek dokumentów lub informacji, o których mowa w §7 ust. 1, w innych celach niż wykonanie umowy, w czasie jej obowiązywania, po jej rozwiązaniu lub wygaśnięciu.

#### § 6. Kary umowne

- W przypadku nieudzielenia konsultacji w terminie wyznaczonym przez Zleceniodawcę, Zleceniobiorca zapłaci Zleceniodawcy karę umowną w wysokości 1% wynagrodzenia Zleceniobiorcy określonego w § 4 ust. 1.za każdy dzień opóźnienia w udzieleniu konsultacji.
- 2. W przypadku wypowiedzenia umowy ze skutkiem natychmiastowym z przyczyn nieleżących po stronie Zleceniodawcy, Zleceniobiorca zapłaci Zleceniodawcy karę umowną w wysokości 20% wynagrodzenia Zleceniobiorcy określonego w § 4 ust. 1.
- 3. W razie naruszenia obowiązku zachowania poufności określonego w § 5, Zleceniobiorca zapłaci Zleceniodawca 10% wynagrodzenia Zleceniobiorcy określonego w § 4 ust. 1 za każdy przypadek naruszenia.
- Zleceniodawca zastrzega sobie możliwość dochodzenia odszkodowania na zasadach ogólnych w wysokości przewyższającej wysokość naliczonych kar umownych.
- Zleceniobiorca wyraża zgodę na potrącanie naliczonych przez Zleceniodawcę kar umownych z należnego Zleceniobiorcy wynagrodzenia.

## § 7. Wypowiedzenie umowy

- shall stay in force regardless of a subsequent expiry or termination of this agreement.
- 6. The above provisions on confidentiality shall not prejudice any Party's right to reveal information that has been accepted in writing by the other Party as either disclosable or publicly known information.
- 7. Neither Party shall, without the other Party's prior consent, use any document or information referred to in §7 (1) herein for purposes other than execution of this agreement throughout the term or after termination or expiry thereof.

#### § 6. Contractual penalties

- 1. In the event of failure to provide consultations within the time limit set by the Principal, the Contractor shall pay the Principal a contractual penalty of 1% of the Contractor's remuneration specified in § 4 (1) for each day of delay in consulting.
- 2. In the event of termination of the agreement with immediate effect for reasons not attributable to the Principal, the Contractor shall pay the Principal a contractual penalty of 20% of the Contractor's remuneration specified in § 4 (1).
- 3. Should the Contractor breach the confidentiality requirement specified in §5 herein, they shall pay to the Principal for each instance of breach the equivalent of 10% of the Contractor's remuneration specified in § 4 (1).
- The Principal hereby reserves the right to seek compensation, under general procedure, at an amount exceeding the accrued penalty fees.
- 5. The Contractor hereby agrees that the remuneration due to themselves shall be reduced by the amount of penalty fees.

## § 7. Termination of the Agreement

1. Each party to the contract may terminate the contract with a 2-week notice period.

- Każda ze stron umowy może rozwiązać umowę z zachowaniem 2 tygodniowego okresu wypowiedzenia.
- Zleceniodawca będzie upoważniony do rozwiązania umowy ze skutkiem natychmiastowym w następujących przypadkach:
  - jeżeli Zleceniobiorca zleca świadczenie usług będących przedmiotem umowy osobie trzeciej bez pisemnej zgody Zleceniodawcy;
  - niewykonywania lub nienależytego świadczenia usług będących przedmiotem umowy przez Zleceniobiorcę.

#### § 8. Postanowienia końcowe

- Umowa wchodzi w życie z dniem jej podpisania.
- Umowa podlega prawu polskiemu i zgodnie z nim powinna być interpretowana. umowa podlega jurysdykcji sądów polskich.
- 3. W sprawach nieuregulowanych niniejszą umową mają zastosowanie przepisy ustawy z dnia 23 kwietnia 1964 r. Kodeks cywilny (t. j. Dz. U. z 2019 r., poz. 1145 z późn. zm.).
- 4. Wszelkie spory wynikające z realizacji niniejszej Umowy będą rozstrzygane przez sąd miejscowo właściwy dla siedziby Zleceniodawcy.
- Wszelkie zmiany niniejszej umowy wymagają formy pisemnej pod rygorem nieważności.
- Umowę sporządzono w dwóch jednobrzmiących egzemplarzach - po jednym dla każdej ze Stron.

- 2. The Principal will be entitled to terminate the contract with immediate effect in the following cases:
  - if the Contractor orders the provision of services subject to the contract to a third party without the written consent of the Principal;
  - 2) non-performance or improper provision of services being the subject of the contract by the Contractor.

## § 8. Final provisions

- 1. This agreement enters into force upon its signing.
- This agreement is subject to the Polish law and shall be interpreted accordingly. This agreement comes under the jurisdiction of Polish courts of law.
- 3. The relevant provisions of the Polish Civil Code dated on 23 April 1964 (unified text, Journal of Laws dated 2019, position 1145, as amended) shall apply to any issues not regulated by this agreement.
- Any disputes arising from execution of the Agreement shall be adjudicated by the relevant court of the Principal's registered office.
- 5. Any change in this agreement shall be made in writing unless null and void.
- This agreement is made in two identical copies –one for each Party.

PRINCIPAL	CONTRACTOR
ttatchment:	

1) Contractor's CV

ZLECENIODAWCA ZLECENIOBIORCA

.....

Załącznik:

1) CV Wykonawcy