



POLISH
TOURISM
ORGANISATION

IMPORTANT PROVISIONS OF THE CONTRACT 合同的重要条款

Concluded on between:

Polish National Tourism Organisation (PNTO), office in Beijing

8014 Chang Fu Gong Office Building; 26, Jian Guo Men Wai Avenue, Beijing, China, 100022

Telephone: +86 10 6525 5600, E-mail: beijing@bolan.travel

represented by:

Zuzanna Gutkowska – acting director,

hereinafter referred to as **Contracting authority** or **PNTO**

and:

[name of the company, address and contact details]

represented by:

[name and position of the person authorised to represent the company]

hereinafter referred to as **the Contractor**.

签约双方于 达成合约

波兰旅游局北京办事处

中国北京建国门外大街 26 号长富公办公楼 8014, 100022

电话: +86 10 6525 5600, 电子邮箱: beijing@bolan.travel

代表人:

苏珊娜·古特科斯卡

以下称订约机构为**波兰旅游局北京办事处**

与

【公司名称，地址与联系方式】

代表人:

【授权代表公司的人员职位及姓名】

以下称其为**供应商**

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Polish National Tourist Office in Beijing

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§ 1

1. The subject of the Agreement is the service of selling and delivering air tickets to PNTD under the terms of this Agreement and terms outlined in Appendix 2 (Description of the subject of matter) to this Agreement.
2. The Contractor undertakes to perform for the Contracting authority the service of reservation, sale and delivery of the airline tickets, on the basis of the order submitted each time by Contracting Authority by email or WeChat.
3. The Parties agree that the contractual remuneration (including the ticket price) may not exceed the amount of 227 000.00 RMB gross.

1. 本协议的主题是根据本协议的条款以及本协议附录 2(事项描述)中概述的条款向波兰旅游局北京办事处销售和交付机票的服务。
2. 供应商承诺, 根据订约机构每次提供的订单, 为通过电子邮件或即时消息应用程序(微信)进行订约机构提供机票预订、销售和交付服务。
3. 双方同意合同报酬(含票价)不得超过总人民币 227 000.00 元。

§ 2

The Contractor shall, on the basis of the order submitted by the Contracting authority, prepare a proposal for flight routes with a cost calculation.

1. Upon confirmation of selected flight offer by the Contracting authority, the Contractor shall issue tickets. The Contractor shall have the right to collect the following charges:
 - a) The maximum service fee for issuing an airline ticket is CNY xx gross
 - b) The maximum commission fee for issuing an airline ticket is CNY xx gross
 - c) The maximum fare for cancellation of an airline ticket is CNY xx gross + airline fee as per the cancellation conditions of the ticket
2. The Contracting authority will make the payment at the latest within 14 days from the date of receiving correctly issued invoice. Payment will be made by bank transfer to the account indicated by the Contractor:
[Bank account details]

供应商应根据订约机构提供的订单, 准备航班路线建议, 并提供报价。

- 1) 经订约机构确认选定的航班报价后, 发包人应当出具机票。供应商有权收取下列费用
 - a) 出具机票的最高服务费(国内航班)为 xx 元人民币
 - b) 出具机票的最高佣金/航空公司政策(国际航班)为 xx 元人民币

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- c) 根据机票的取消条件，取消机票的最高价格为 xx 元人民币+机票费用
- 2) 订约机构最迟应在收到正确开具的发票之日起 14 天内付款。付款方式为银行转账至供应商指定账户：
【银行账户细节】

§ 3

1. The Contractor shall, when preparing ticket offer, apply in a fair and commercial manner the best possible prices and most convenient flight connections available on the relevant route in question.
 2. The Contracting authority has the right to compare the prices of tickets offered by the Contractor with the prices offered by other offices. If there is a difference in the price of the ordered ticket, the Contracting authority shall notify the Contractor of the above and instruct the Contractor to complete the order at a more favorable price.
 3. In the event of unreasonable refusal to execute a Contract at a more favorable price, the Contracting authority shall charge the Contractor the difference between the price offered by the Contractor and the more advantageous price, as determined by the Contracting authority. This situation will only occur if the Contracting authority, for reasons attributable to the Contractor, does not benefit from the more favorable financially conditions offered by the other travel agent and is obliged to purchase the ticket at a higher price.
1. 供应商在准备机票报价时，应以公平及商业的方式，在有关路线上申请最佳价格及最便捷的航班连接。
 2. 订约机构有权将供应商提供的机票价格与其他代理提供的价格进行比较。如果订购机票的价格有差异，订约机构将通知供应商上述情况，并指示承包商以更优惠的价格完成订单。
 3. 如果无理拒绝以更优惠的价格履行合同，订约机构应向承包商收取供应商提供的价格与更优惠价格之间的差额。只有在订约机构由于供应商的原因，无法从其他旅行社提供的更有利的财政条件中受益，并且不得以更高的价格购买机票时，才会出现这种情况。

§ 4

1. The subject of the Agreement shall be executed from the date of signing the agreement until 31 December 2021 until the amount of the gross remuneration referred to in § 1 point 3 is exhausted, depending on what will occur earlier.
2. The subject of the Agreement will be executed successively according to the orders of the Contracting authority.

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3. The Contractor is obliged to deliver ordered tickets in a manner and time frame agreed on by two Parties:
[description of the outlook of ticket delivery process]
4. The Contracting authority authorizes the following persons to receive tickets:
 - Zuzanna Gutkowska, acting director
 - Xing Daiqi, marketing manager
5. The Contracting authority may order the booking by contacting the Contractor in the following ways:
 - Contact person:
 - Phone:
 - Email Address:
 - Wechat contact:
 - Working hours:

1. 本协议自签订之日起执行至 2019 年 12 月 31 日或达到预算金额为止。
2. 本协议的标的将按照订约机构的订单依次执行。
3. 供应商有义务按照双方商定的方式和时间范围交付订购的机票：
【送票流程展望说明】
4. 订约机构授权下列人员接收机票：
 - 苏珊娜·古特科斯卡，代理首席代表
 - 邢玳琪，市场总监
5. 订约机构可以通过以下方式联系供应商订票：
 - 联系人:
 - 电话:
 - 电子邮件:
 - 微信:
 - 工作时间:

§ 5

1. For non-performance or improper performance of services covered by a single order, the Contractor undertakes to pay to the Contracting authority a contractual penalty of 15% of the gross salary for the services covered by this Agreement.
2. For the improper performance of the subject of the Agreement, the Parties understand in particular:

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- (a) The late execution of the service covered by the Agreement, i.e. failure to preserve agreed deadlines or failure to provide the ticket in the indicated by the Contracting authority date and place.
 - (b) Incorrect data on issued ticket, insurance policy, due to fault of the Contractor, in particular: passenger's personal data, improper class, timing and route of the flight.
 3. In the event of non-delivery of tickets on time or in case of delivery to a place other than the one indicated in the order for tickets, the Contracting authority has the right to execute the order from another ticket office.
 4. The Contracting authority shall notify the Contractor about wrongly executed order, no later than the following working day after the end of the journey the ticket order concerned.
-
1. 对于单笔订单所涵盖的服务的不履行或不当履行, 供应商承诺向订约机构支付本协议所涵盖服务的合同总工资的 15%作为违约金。
 2. 对于《协定》主体的不当履行, 双方理解为:
 - (a) 延误执行协定所涵盖的服务, 即未能保留到商定的期限, 或未能在订约机构规定的日期和地点提供机票。
 - (b) 由于供应商的过失, 导致已出机票的数据错误, 保险政策等, 特别是乘客的个人信息、不当舱位、航班时间和航线。
 3. 如果未按时交付机票, 或将票送达到订单中指明地点以外的地点, 订约机构有权从其他代理执行订单。
 4. 订约机构应最迟于有关机票订单行程结束后的第二个工作日, 通知供应商错误执行的订单。

§ 6

1. PNT0 shall be entitled to withdraw from the Agreement in the case of:
 - a) The existence of a material change of the circumstances, which could not be foreseen at the time of the conclusion of this Agreement, in which the performance of the Agreement is not in the public interest,
 - b) There will be a breach of the conditions indicated in this Agreement.
 2. A statement by PNT0 on withdrawal from this Agreement shall be submitted to the Contractor in writing. PNT0 shall notify the Contractor of the withdrawal with a 1-month notice period counted from the last day of the month.
 3. In the event of withdrawal from the Agreement due to improper performance by the Contractor, he shall fulfill all orders accepted before the termination of the Agreement.
-
1. 波兰旅游局北京办事处有权在下列情况下撤销《协定》:

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- a) 在缔结本协议时无法预见的情况发生重大变化, 导致《协定》的履行不符合公共利益,
 - b) 违反本协议中所述条件。
2. 波兰旅游局北京办事处关于退出本协议的声明应以书面形式提交给供应商。波兰旅游局北京办事处应在一个月的通知期内通知承包商撤出, 从该月的最后一天起计算。
 3. 如果因供应商履行不当而退出本协议, 供应商应在本协议终止前履行所有已接受的订单。

§ 7

Adhering to the obligation resulting from the article 13 paragraphs 1 and 2 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 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 (hereafter referred to as "GDPR"), we inform that:

1. Personal data of individuals specified as contact persons in the implementation of the Agreement mentioned in § 4 is processed by the Polish Tourism Organisation, with headquarters in Warsaw, Chałubińskiego 8 (00-613), which acts as a data controller.
2. Polish Tourism Organisation's Data Protection Officer can be contacted either
 - 1) by e-mail: dpo@pot.gov.pl or
 - 2) by writing to the data controller's address: Polish Tourism Organisation, Chałubińskiego 8 street, 19th floor, 00-613, Warsaw.
3. The personal data of individuals mentioned in the subclause 1 are processed according to the article 6, paragraph 1, points b) and c) of GDPR necessary for the performance of this Contract,
4. Personal data will not be made available to entities other than the ones specified in the legislation,
5. Personal data will not be transferred to any third country or international organisation
6. Personal data will not be processed by automated means and will not be used for profiling,
7. Personal data mentioned in the subclause 1 will be stored for the duration of the Agreement and 5 years after the end of the Contract, according to the archival category,
8. The obligation to provide the data stems from the legislation regarding processing data for the purposes mentioned in the subclause 3), providing data stems from the contractual relationship and is necessary for the performance of the Contract,
9. Individuals mentioned in the subclause 1) have the right to:
 - 1) access their personal data, on the basis of the article 15 of GDPR,
 - 2) rectify their personal data, on the basis of the article 16 of GDPR,

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- 3) request from the data controller to limit the processing of personal data, on the basis of the article 18 GDPR, without prejudice to the cases referred to in article 18 paragraph 2 GDPR.
10. Individuals mentioned in the subclause 1) do not have the right to:
- 1) erase the personal data, in accordance with the article 17, paragraph 3, points b), d) and e) of GDPR,
 - 2) transmit personal data, mentioned in the article 20 of GDPR,
 - 3) object to personal data processing, mentioned in the article 21 of GDPR, since the legal basis for such processing is the article 6, paragraph 1, point c) of GDPR.
11. Individuals mentioned in the subclause 1) have the right to file a complaint with the supervisory authority in a manner set out in the GDPR and in Polish law, especially in the manner set out in the law on personal data protection, if they regard that the processing of the personal data violates the GDPR legislation.
12. The address of the supervisory authority: President of the Personal Data Protection Office, Stawki 2, 00-193 Warsaw, phone 22 5310300, fax. 22 5310300, kancelaria@uodo.gov.pl.

遵守欧洲议会和理事会 2016 年 4 月 27 日关于保护自然人在个人数据处理来方面的规定 2016/679 第 13 条第 1 款和第 2 款所产生的义务,并废除 95/46/EC 指令(以下简称"GDPR"),我们谨通知:

1. 在执行《协定》所述第 4 条中指定为联系人的个人数据,由波兰旅游局处理,其总部设在华沙 Chałubińskiego 8 (00-613), 并作为数据控制者。
2. 波兰旅游局的数据保护官联络方式:
 - 1) 电子邮件: dpo@pot.gov.pl or
 - 2) 去信邮寄地址: Polish Tourism Organisation, Chałubińskiego 8 street, 19th floor, 00-613, Warsaw.
3. 第 1 款中提到的个人数据按照履行本合同所必需的 GDPR 第 6 条第 1 款、第 b 点和 c 款进行处理,
4. 除了法律规定的机构外,不会向其他机构提供个人数据,
5. 个人数据不会传输至任何第三国或国际组织,
6. 个人数据不会通过自动方式处理,也不会用于分析,
7. 第 1 款中提及的个人数据,将根据档案类别,在协议有效期内和合同终止后 5 年内存储,
8. 提供数据的义务源于关于为第 3 款所述目的处理数据的立法,提供数据源于合同关系,是履行合同所必需的,

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9. 第 1 款中提到的个人有权:
 - 1) 根据 GDPR 第 15 条访问其个人数据,
 - 2) 根据 GDPR 第 16 条更正其个人数据,
 - 3) 数据控制人要求根据 GDPR 第 18 条限制个人数据的处理, 但不影响 GDPR 第 18 条第 2 款所述情况。
10. 第 1 款中提到的个人无权:
 - 1) 根据 GDPR 第 17 条第 3 款、第 b、d 和 e 条, 删除个人数据,
 - 2) 传输 GDPR 第 20 条中提到的个人数据,
 - 3) 反对 GDPR 第 21 条中提到的个人数据处理, 因为此类处理的法律依据是 GDPR 的第 6 条第 1 款 c 点。
11. 第 1 款中提到的个人有权按照 GDPR 和波兰法律中规定的方式向监督机构提出申诉, 特别是按照个人数据保护法规定的方式申诉, 如果他们个人认为数据的处理违反了 GDPR 法规。
12. 监督机构的地址: 个人数据保护办公室主任, Stawki 2, 00-193 Warsaw, 电话 22 5310300, 传真 22 5310300, kancelaria@uodo.gov.pl。

§ 8

1. If any provision of this Agreement is found to be invalid or unsuccessful, this shall not affect the validity and effectiveness of the remaining provisions. In such a case, the Parties shall replace the provisions declared invalid or unsuccessful to another lawful entity pursuing as far as possible the purpose of this Agreement.
 2. Disputes arising out of the implementation of this Agreement shall be settled by the court with jurisdiction at the seat of the Contracting authority's office.
 3. Any amendment to the terms of this Agreement may be made with the consent of both Parties expressed in writing under pain of nullity.
 4. The annexes to this Agreement shall form an integral part thereof.
 5. This Agreement has been signed in two copies of equal legal power in terms of the mutual agreement of both sides.
-
1. 如果本协议的任何条款被认定为无效或不成功, 则不影响其余条款的有效性。在这种情况下, 双方应尽可能将宣布无效或不成功的条款替换为可以执行的有效条款。
 2. 因执行本协议而产生的争议应由在订约机构办公室所在地具有管辖权的法院解决。
 3. 对本协议条款的任何修改, 可在双方同意的基础上进行书面修改, 否则将被认作无效。
 4. 本协议附件应构成该协议的组成部分
 5. 本协议一式两份, 具备同等法律效力。

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Contracting Authority
订约机构

Contractor
供应商

APPENDIXES:

Appendix 1: Offer submitted by the Contractor

Appendix 2: Detailed description of the subject matter

附件

附录 1: 供应商提交的投标方案

附录 2: 标的的详细说明

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