



Clarifications and amendments to Terms of Reference

Re: procedure to award a public contract for services for the price lower than the equivalent of EUR 750,000 concerning The Development and Delivery of a Training Programme for POLONEZ Programme Fellows, Reference No.: DSO.271.4.4.2017

Pursuant to Chapter XI of Terms of Reference (hereinafter referred to as ToR), the Contracting Authority hereby publishes the questions concerning the Terms of Reference together with the explanations provided:

Question no. 1

In your ToR §10(4) you state that you wish to obtain a "worldwide license to use" our concepts and materials.

What does that mean? What kind of use despite of storage, archiving, communicating....

Answer no. 1

The Contracting Authority informs that, pursuant to the provisions of § 10(4) of Attachment No. 7 to ToR the license covers only the following non-commercial use (fields of exploitation): "storing and archiving the training programs and materials at the Contracting Authority's and making the training programs or materials or the individual components thereof available:

- a. to Programme Participants,*
- b. to Institutions superior to the Contracting Authority, including, in particular, the bodies of the European Commission,*
- c. during an inspection, when requested by a Controlling Authority."*

Question no. 2

Why worldwide [license]?

Answer no. 2

The Contracting Authority informs that due to the fact that the POLONEZ fellows are foreign researchers, who after completing the fellowship may return to their countries of origin, the license must enable the Contracting Authority to make the materials available to the Programme Participants both in Poland and abroad.

Question no. 3

If you would replace "inclusive" by "exclusively for storage and archiving...." or a similarly limiting expression we would find this clearer and much more acceptable.

Answer no. 3

Addressing doubts relating to some terms used in §10(4) of the English version of Attachment 7 to ToR the Contracting Authority informs, that the words "inclusive of", are replaced by "defined as", and the above-mentioned clause in English is amended as follows:

*"Within the remuneration fee referred to in clause 1, the Contractor grants to the Contracting Authority, for the period by December 31, 2030, a worldwide licence for **non-commercial use** of the training programmes and materials, **defined as** their storage and archiving at the*

Contracting Authority's, and to communicate the training programmes and materials or specific elements thereof:

- a. to Programme Participants,
- b. to Institutions superior to the Contracting Authority, including, in particular, the bodies of the European Commission,
- c. during an inspection, when requested by a Controlling Authority."

In addition, the Contracting Authority informs that the contents of §10(4) of the Polish version of Attachment 7 to ToR is amended as follows.

*„W ramach wynagrodzenia, o którym mowa w § 1 Wykonawca udziela Zamawiającemu na okres do 31 grudnia 2030, nieograniczonej terytorialnie licencji na **niekomercyjne** korzystanie z programów i materiałów szkoleniowych w zakresie obejmującym ich przechowywanie i archiwizowanie w zasobach Zamawiającego oraz do udostępniania programów i materiałów szkoleniowych lub poszczególnych ich elementów:*

- a) Uczestnikom Programu,
- b) instytucjom nadrzędnym wobec Zamawiającego, w tym szczególnie organom Komisji Europejskiej,
- c) w czasie kontroli na prośbę Instytucji Kontrolującej."

Pursuant to Chapter XI of Terms of Reference, the Contracting Authority hereby modifies the ToR to the extent stipulated in the answers given to the questions above. The content of the clarifications and amendments is binding for the Contractors, who are obliged to take into account the clarifications provided in the bid preparation.

National Science Centre

Director
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