

RULES AND REGULATIONS
- the procedures to be followed by
the Great Orchestra of Christmas Charity Foundation
when concluding contracts for the purchase of medical devices

These Rules and Regulations define the principles of purchasing medical devices by the Foundation, as well as the rules of conduct when considering and negotiating offers submitted to a publicly announced invitation to tender in order to enter into negotiations with the maintenance of competition - referred to as the "Open Tender" and in the final selection of the offer.

GENERAL PRINCIPLES OF PURCHASING MEDICAL DEVICES

1. The GOCC Foundation purchases medical devices in order to equip healthcare units for better performance of their healthcare services in the mode of:
 - a publicly announced call for tenders – Open Tender
 - undertaking negotiations with the companies to which the invitation to submit an offer was addressed - through an Open Tender
 - addressing several companies (no less than 3) with a request for price
 - negotiated purchase after the submission of an offer and negotiations with a specific company
2. In justified cases, the Foundation may waive the public invitation to the Open Tender in order to enter into competitive negotiations and direct the invitation to participate in Open Tender to specific companies. In the case of addressing an invitation to specific firms, the provisions of these Rules and Regulations: parts A and B shall apply to the competition procedure.
3. In exceptional cases justified by special circumstances, the Foundation may purchase a medical device in the course of a single-source procurement.

A. General rules concerning the proceedings conducted in the course of the Open Tender

1. The Foundation announces publicly and on the website www.wosp.org.pl an invitation to submit tender within the course of Open Tender - in order to undertake negotiations with competition. This announcement shall include at least the subject of the Open Tender, the time and place for the submission of offers, the time and place of their opening and negotiations, and the place where the Terms of Reference (hereinafter referred to as the ToR), these Rules and Regulations and the Preliminary Offer Form (hereinafter referred to as POF) are available.
2. The Foundation may decide that the costs of organising the Open Tender will be covered by the companies entering the Open Tender, from the amounts paid by them for this purpose. In the case of such a decision, the condition of payment of a specified amount will be communicated to all participants in the invitation to the Open Tender.
 - 2a. The Foundation, on the basis of the provisions of points 1, 2, 3 and 4 of the cooperation agreement concluded between the Foundation and the Złoty Melon Sp. z o.o. company on 18 January 2006, may commission the company a certain scope of organisational activities

related to the preparation and the course of the Open Tender announced by the Foundation, and at the same time may oblige the company to accept the offers or payments of a given amount submitted by the Bidders, which will be allocated to cover the costs of the execution of the organization of the Open Tender commissioned to the Company. The Złoty Melon company will issue an invoice for the paying Bidder charging VAT in accordance with applicable regulations.

3. The Bidder requesting the Foundation to enable the download of the "bidding documents" referred to in point 1 (ToR, POF and the Rules and Regulations), is obliged to prove the payment of the amount determined by the Foundation in accordance with point 2 to the account specified in the invitation to Open Tender was made.
4. Following the submission of written Preliminary Offer Form within the time limit specified in the invitation to tender, the Foundation may, before opening the offer or after reviewing the content of the submitted offers, for important reasons refrain from considering the submitted offers and from selecting the medical device, and at the same time inform the bidders of these reasons. In such a case, the bidders are entitled to claim to the Foundation as the organiser of the Open Tender for reimbursement of the Open Tender organizational fee paid to Złoty Melon Sp. z o.o. as a subcontractor of the Foundation. A Bidder is not entitled to such reimbursement, if apart from an offer for a medical device, the purchase of which was abandoned in this procedure, the Bidder has also submitted an offer for other medical devices.
 - 4a. The company, which made the payment, referred to in point 2, to the Złoty Melon Sp. z o.o., with the intention of entering the Open Tender announced by the Foundation, and subsequently abandoned that intention and did not download the "bidding documents" from the Foundation's platform and did not thereby familiarise itself with the terms and conditions of the specifications of the various medical devices or, having familiarised itself with them, failed to submit the "formal and legal documents" in the Envelope No. 1, shall be entitled to claim reimbursement of the undue benefit.
5. In particularly justified cases, the Board of the Foundation may decide not to admit a company, which entered the Open Tender by submitting the formal and legal documents and the Preliminary Offer Form, to participate in the Open Tender. Such decision should be made and communicated to the Bidder with its justification immediately after the disclosure of circumstances justifying the decision. In the case when it is decided not to admit the Bidder to participate in the Open Tender, the fee paid by the Bidder for the organizational costs of the Open Tender will be returned to the Bidder.
6. The Foundation is obliged to treat all entities who have submitted offers on an equal footing and to conduct proceedings - hereinafter referred to as the "Open Tender Proceedings" – that guarantee fair competition.
7. Members of the Committee of Experts shall be appointed by the Board of the GOCC Foundation. The list of members of the Committee of Experts is confidential until it is presented by the President of the Board to the Bidders directly before the opening of offers. Moreover, the Foundation's Board each time determines the minimum number of members of the Committee of Experts which should participate in its work, according to the needs of the Open Tender.
8. In the Open Tender Proceedings for the purchase of a specific medical device, persons may not act on behalf of the Foundation, or perform activities related to the proceedings, nor may they be experts if they:

- a) are personally related (i.e. married, in a relationship in a straight line of kinship or affinity) or capital relationship with the Bidder/Seller/Contractor or members of their units,
- b) before the lapse of two years from the date of commencement of the Open Tender Proceedings remained in an employment or contractual relationship with the Bidder or with members of the bodies of the legal entities submitting the offer,
- c) they have such a legal or factual relationship with the Bidder/Seller/Contractor, which may cause the Bidder/Contractor to raise justified doubts as to their impartiality.

9. All persons participating on the Foundation's part in the Open Tender Proceedings shall declare in writing whether or not the circumstances referred to in point 8 occur.

10. If the occurrence of the aforementioned circumstances is disclosed in relation to any of the members of the Foundation's Board or the Committee of Experts and of the persons participating in the Open Tender Proceedings on the part of the Foundation, the concerned person shall be excluded from the proceedings for a given type of medical device, in accordance with the provision in Part B I, point 3.

11. The Bidder entering the Open Tender for a medical device announced by the Foundation shall submit offers for medical devices of the highest quality corresponding to modern methods of diagnostics and patient care, taking into account the purpose of the medical devices, as specified in the invitation to Open Tender and in the POF, in a quantity not greater than 3 models (types) of medical device from the same manufacturer.

12. Entities joining the Open Tender announced by the Foundation, are obliged to submit - by the dates indicated in the invitation to Open Tender - an Preliminary Offer Form compliant with:

1/ the requirements specified in the Terms of Reference, hereinafter referred to as "ToR", including the requirements concerning the submission of appropriate statements and formal and legal documents

2/ requirements of the Preliminary Offer Form Specimen, hereinafter referred to as the "POF", including the assumptions of the technical and performance conditions for each separate medical device.

13. The Terms of Reference of the Contract contain, in particular:

- formal and legal requirements for Bidders and Sellers
- specification of the quantity of medical devices to be purchased
- detailing the future obligations of the Seller and the Contractor, including with regard to the warranty and post-warranty period
- specifying the legal provisions to be introduced into the future contract
- specification of the bidding procedure.

14. The Preliminary Offer Form contains information on how the initial offer should be prepared, in particular concerning:

- the manner of determining: the subject of the offer, the quantity of the offered medical devices and the initial offer price per unit and total price,
- specifying the basic technical and operating characteristics required by the Buyer of the offered medical device,
- the possibility to determine additional technical characteristics of the offered medical device,
- determine the warranty conditions required by the Buyer,
- determine the required post-warranty service conditions.

15. In particularly justified cases, the Foundation may, before the expiry of the deadline for the submission of PoF, modify the content of the required basic technical and operational

parameters of the subject of the offer. The Foundation shall notify via e-mail all participants of the tender procedure who joined the Open Tender by submitting formal and legal documents.

16. In the event that the change referred to in point 15 causes the necessity to modify of the offer, the Foundation may extend the deadline for submission of offers with all legal consequences for the Bidder and the Foundation.

17. The Bidder shall be bound by its offer for a period of 45 days, counting from the next day on which the deadline for submission of offers expired, regardless of the outcome of the Open Tender – if another or none offer was selected.

18. The Open Tender procedure is conducted in two stages:

- in the first stage, the Legal Commission appointed by the Foundation's Board assesses compliance of the submitted formal and legal documents with the requirements set out in this respect in the ToR to Bidders, Sellers and Contractors,
- in the second stage, the Committee of Experts analyses the submitted POF, determines the final required content of the subject matter of the offer and negotiates all other additional terms and conditions of the future contract and selects the offer for purchase of the medical device.

19. The Open Tender Proceedings shall be conducted in accordance with the provisions of Part B of these Rules and Regulations.

20. The Board of the Foundation shall set a date for the opening of offers within a period of not less than 3 weeks from the date of the invitation to tender. If the invitation to tender is not publicly available, the deadline for the submission and opening of tenders may be shorter and shall be specified in the invitation.

21. The evaluation of the submitted formal and legal documents, carried out by the Legal Commission in accordance with point 18, in the event that they are found to be deficient or do not meet the requirements specified in the ToR, is submitted to the Foundation's Board for decision. The POF submitted after the deadline specified in the invitation to Open Tender and an offer negatively assessed by the Legal Committee with regard to the fulfilment of formal and legal conditions may be rejected. Bidders whose offers are rejected at the stage of evaluation of formal and legal documents shall be informed of this circumstance before the Committee of Experts opens and reads the submitted offers. If an offer is rejected, Bidder shall not be entitled to claim from the Foundation the reimbursement of the fee referred to in point 2.

22. The Committee of Experts may, in the event of a determination in the first entry referred to in part B II point 3a, that the offered medical device does not have the essential characteristics required by the Buyer and specified in the POF, or does not meet the needs of the direct users, withdraw from consideration of the submitted offer and inform the Bidder of this immediately in the first entry or in the third entry at the latest, if the decision not to qualify the medical device for possible purchase was made later than in the first entry. Such decision shall be justified to the Bidder.

23. The Committee of Experts may, for important and well-justified reasons in the report, waive the requirement to meet all formal and legal conditions or technical and utility parameters specified in the POF and accept for negotiation and consideration the offers which do not meet these conditions. The decision of the Committee of Experts to waive any parameter

required in the POF must be announced to all Bidders during the second entry (Part B II, point 3b).

24. Taking into account the purpose of the Open Tender, i.e. selection and purchase of medical devices based on the achievements of the latest global technical solutions and the needs of direct users – **the POF determines only the basic technical and operational features, which should be fulfilled by the medical device offered in the Open Tender - the Bidder has the right, at their own risk, to submit an offer for more complex technical solutions than those specified in the POF.**
25. The Board of the Foundation in agreement with the Committee of Experts, at any stage of the Open Tender Proceedings, may decide not to proceed with the further examination and selection of the submitted offers. In the same procedure, it may also decide to change the configuration of the subject matter of a specific offer or specific offers by, for example, combining or splitting them, with regard to medical devices with similar purposes. The decision shall be presented by the Board to all Bidders.
26. The Committee of Experts, having thoroughly examined the offers submitted for a specific medical device and having established, in the course of negotiations, all the requirements for the subject of the offer, i.e. after conducting the competition procedure provided for in Part B II, points 3 and 4, takes decisions by open vote, which are presented for approval - also in an open vote - to the Foundation's Board. The Committee of Experts and the Board of the Foundation may decide to purchase individual units of the same type of medical devices from different Bidders.
27. In the event that the Board of the Foundation fails to approve a decision taken by the Committee of Experts as to the selection of the offer, a simple majority of votes of the Board of the Foundation decides on the selection of an offer other than the one voted for by the Committee of Experts, or decides to withdraw from the selection of any offer at the Open Tender with regard to the purchase of a given medical device. In case of withdrawal from the resolution of the Open Tender, the decision may be announced to the Bidders without stating its reasons.
28. After the Board of the Foundation approves the decision made by the resolution of the Committee of Experts or making its own selection of a medical device, a statement is made to the Bidder of the acceptance of their offer in the presence of all other Bidders. The Foundation, within 14 days from the end of the Open Tender proceedings for a given medical device and the oral announcement of the result of the Open Tender, notifies in writing the participants of the Open Tender proceedings of the result of the Open Tender, i.e. of the selected offers or the closure of the Open Tender proceedings for a given medical device without making a selection.
29. The Open Tender proceedings shall be entered in the minutes by a Notary and recorded by the Foundation for the purpose of writing down in detail the terms and conditions negotiated during the proceeding in the contract. The recording of the Open Tender proceedings and the negotiations is deleted after the contracts are signed.
30. The Foundation, as the organiser of the Open Tender, may cancel, and any participant of the Open Tender may request the Board of the Foundation to cancel the declaration of the Foundation of acceptance of an offer and willingness to conclude a contract if a party to that contract, another participant or a person acting in agreement with them influenced the outcome of the Open Tender in a manner contrary to the law or good morals. This entitlement shall expire one month after the date in which the Foundation or the person entitled to claim the declaration of intent to be invalidated by the Foundation, learned of the

existence of the reason for the invalidation, but not later than after the lapse of 3 months from the date of submitting the declaration of acceptance of the offer to the Bidder.

31. Participants in the procedure have the right to submit a justified appeal to the appeal to the Foundation's Board against the selection of an offer made by the Committee of Experts and approved by the Foundation's Board - within 7 days from the date of receipt of the notification in writing of the result of the competition procedure.
32. An appeal submitted after the deadline specified in point 31 shall not be considered by the Board of the Foundation.
33. An appeal submitted within the time period shall be considered by the Board of the Foundation within 14 days from the date of submitting the appeal.
34. Resolution of the appeal by the Board of the Foundation is final and not subject to further appeal. further appeal.
35. After the Committee of Experts has selected the winning offer and announced the result of the selection to all Bidders, a contract should be signed within a maximum of 3 months from the date of submission of the declaration of intent to the Bidder on the selection of the offer. In the event that the contract is not signed within this period for reasons lying on the side of the Bidder, who won the tender for a given product - the Foundation may withdraw from signing the contract and may purchase the medical device outright from among the remaining bids that took part in the Open Tender. In such a case, the winning Bidder is not entitled to claim from the Foundation for the conclusion of a sales contract.
36. The Seller is **obliged** to sign the contract on the terms and conditions described in the ToR and negotiated during the tender procedure.
37. The Foundation has the right to indicate in the signed contract a higher quantity of medical devices to be purchased, in relation to the quantity specified in the competition proceedings, and the Bidder is obliged to sign such a contract.
38. The Foundation has the right to include a provision in the contract signed in the Open Tender procedure, which says that the Foundation will be able to purchase additional quantities of medical devices at the price and under the conditions negotiated in the course of the Open Tender procedures within 1 year after the date of signing the contract, and the Bidder shall be obliged to accept and sign such provision introduced by the Foundation into the contract.
39. All legal issues not regulated in these Rules and Regulations shall be settled on the basis of the provisions of the Civil Code.

B. Open Tender procedures

I. General rules organizing the work of the Committee of Experts and the Board of the Foundation

1. The members of the Committee of Experts and the Board of the Foundation shall be introduced to all Bidders before the commencement of their work. Bidders shall submit a declaration as to the absence of personal and capital relations with the members of the Committee of Experts - content of the declaration to be provided by the Foundation.
2. The members of the Committee of Experts and the members of the Board of the Foundation shall also submit a written declaration regarding the absence or existence of possible personal

and capital relations with the Bidders (connections specified in part A item 8) and about maintaining confidentiality with regard to all information related to the proceedings in which they participate.

3. If the declarations made by the members of the Committee of Experts or the Bidders indicate a connection between them, the relevant person shall be excluded from voting on the selection of an offer of the purchase of a specific type of medical device. The decision to exclude a member of the Committee of Experts from a particular vote shall be taken by the Board of the Foundation. In the event that there was or is a connection between the Bidders and members of the Board of the Foundation, they are obliged to exclude themselves from the proceedings regarding the selection of a given type of medical device.
4. The Committee of Experts shall establish from among its members groups of experts - subcommittees to analyse and assess a given type of an offered medical device.
5. Subcommittees shall draw up a report "Individual Offer Evaluation Sheets" on the list of offers for the medical devices considered by a given subcommittee, which takes into account basic technical and functional characteristics of the offered medical device, which are required by the Buyer and specified in the POF and additional features of the offered medical device, the conditions of servicing and operating costs, and in which the comfort of use of the medical device for the patient and for the medical staff are assessed. The lists shall be drawn up in writing and shall include all offers participating in the Open Tender.
6. Decisions of the Committee of Experts are made in the form of resolutions. The resolutions are adopted by simple majority in an open voting. The decisions of the Committee of Experts are subject to the approval by the Board of the Foundation in an open vote. In the event of an evenly divided number of votes in the Committee of Experts, the Board of the Foundation decides on the selection of the offer by a simple majority of votes.

II. Work stages of the Committee of Experts

1. Definition of the essential technical and performance requirements that the medical device, for which an offer has been submitted, must meet:
 - a) On the basis of the technical and performance requirements submitted by future users, the Committee of Experts shall determine the essential technical and performance characteristics of the medical device to be the subject of the Open Tender. The technical and performance parameters should be defined in such a way that they do not indicate that a particular company's offer or that the choice of medical device was made in advance, prior to a public invitation to the Open Tender.
 - b) The essential requirements for the technical and performance characteristics referred to in point a/ are contained in the POF – Preliminary Offer Form. The complete bidding documentation, necessary to proceed to the Open Tender shall be provided to the Bidder in the manner and by the date specified in the invitation to the Open Tender.
2. Procedures of the Committee of Experts and **preliminary** evaluation of submitted offers

Within the framework of the Committee of Experts, established on the basis of point 7, Part A (General Principles), groups of members of the Committee shall be formed, which shall **initially**, on the basis of the submitted offers examine and evaluate them with regard to:

- whether the medical device meets the requirements reg. essential technical and performance characteristics of a medical device, as defined in the POF,
- whether the offered medical device has the additional features,
- proposing service conditions for medical devices within and in the post-warranty period,

- determine the amount of costs of warranty inspections, in the event of refusal to bear their costs,
- costs of consumables during the warranty period,
- proposals for training future users of the medical devices purchased by the Foundation

and complete " Individual Offer Evaluation Sheets" with regard to:

- fulfilling or not fulfilling the basic requirements set out in the POF,
- specification of additional features of the offered medical device.

3. Negotiations concerning the technical and functional features, price and other commercial terms and conditions of the future contract.

Negotiations with the Bidders shall be conducted during three entries of the Bidders for discussions with the Committee of Experts. Negotiations shall consist of an individual conversation between the Committee of Experts with representatives of the Bidder in order to determine the final technical characteristics of the medical device, the price and equipment of the object of the offer and all the additional conditions included in the scope of the subject of the contract, such as: training, service, warranty, possible additional insurance of the purchased medical devices and the size of the package of consumables provided at the time of delivery.

a) first entry:

The Bidder shall make a presentation of all models (types) of a specific type of medical device for which the offer was submitted, and shall explain to the Committee of Experts any ambiguities regarding the basic and additional technical and functional characteristics of the offered medical devices. The Committee of Experts shall agree with the Bidder on the possible configuration of the medical device, its equipment and software. During this entry, the Committee of Experts may - prior to the discussion referred to in the following paragraph - agree with the Bidder which models of medical device the Foundation is interested in and which will be considered for further Open Tender proceedings and which do not meet the needs of the direct users for whom they are intended and therefore are eliminated from the procedure. Such circumstances should be justified by the Committee of Experts. In the first entry, the Committee of Experts may also start discussions about training, the content of required consumables packages or other contractual conditions referred to in point b.

After the first entry, the Committee of Experts shall itself, without the participation of the Bidders:

1/ assess which of the presented models (types) of medical device meet the needs of direct recipients (users), for whom the device is intended) and unambiguous elimination of those offered models (types) of medical device, which are not within the Foundation's scope of interest, and thus will not be the subject of further Open Tender proceedings,

2/ evaluate the costs of consumable materials, which, in the course of the medical device's operation will burden the direct user,

3/ assess the comfort of use of the medical device by the medical personnel and the patient,

4/ determine the quantity and quality of training required of all Bidders,

5/ determine the contents of the consumable package required from all Bidders to be delivered to the medical device

5/ determine the contents of the package of consumable materials required of all Bidders to be supplied with the purchased medical device to each direct user,

6/ determine all other additional conditions of the future contract, insofar as the necessity to impose such conditions on the Bidders has emerged during the hearings of the Bidders in the first entry and in the course of experts' discussions.

Following the arrangements made in respect of the points listed above, the member of the Board of the Foundation conducting the proceedings shall conduct among the members of the Committee of Experts a **preliminary** classification of the offered medical devices, taking into account only the characteristics of the technical and functional features.

After the first entry, the Committee of Experts also fills in the following parts of the "Individual Offer Evaluation Sheets":

- evaluation of the costs of the medical device to be borne by the future user
- assessment of the comfort of the medical device for the medical personnel and the patient.

The Committee of Experts shall, prior to the second entry, confirm in writing the opinion presented to the Board of the Foundation with regard to the medical device selection criteria considered by the Committee of Experts to be the most important, and as to the preliminary evaluation of the submitted offers, by completing the "Statement of the Committee of Experts" and qualifying the offered medical devices.

b) second entry:

The Board of the Foundation invites representatives of all Bidders of a given type of medical device to a simultaneous entry in order to inform them about:

- the models (types) of medical device being considered for purchase and which will continue to be the subject of the Open Tender proceedings - in accordance with the qualification referred to above,
- the criteria to be taken into account for the selection of the offer,
- the requirements of the Committee of Experts for all Bidders with regard to: trainings, the contents of the consumables package (if any), upgrades during the warranty period and other requirements e.g. for additional equipment.

The Committee of Experts may also inform all Bidders in this entry of exceptional and particularly justified circumstances that allow to qualify for further Open Tender proceedings an offer that does not meet the essential technical and performance requirements set out in the POF.

c) third entry:

In this entry, the Committee of Experts may supplement the Foundation's requirements for the offered medical device, and the Bidders may clarify with the Committee of Experts all their possible doubts about the configuration of the future object of the contract and other contractual conditions. **The Committee in the third entry determines the second price** (after the first one specified in the initial offer) for the offered medical device after taking into account the requirements presented in the second entry.

If the Bidder intends to give the Foundation a discount in the final offer, it must announce it in the third entry and obtain approval to accept the discount. The approval of the Board of Foundation includes the specified form of acceptance of the discount. The form of discount agreed with the Board, should be specified by the Bidder in the final offer.

In this entry, Bidders are given the "**Final Offer**" to complete in writing, in which they indicate the final offer price, confirm in writing their acceptance of the terms and conditions of the future contract, and may also submit – as part of the competition - other additional commitments that the Bidder undertakes to perform if its offer is selected for purchase. The Committee of Experts has the right to ask Bidders to submit Final Offers in several, different price variants (concerning different options for the purchase of medical devices).

The completed "Final Offers" shall be collected simultaneously from all Bidders.

4. Evaluation of commercial conditions and technical and performance characteristics.

a) The Committee of Experts shall analyse the list of offers qualified for selection for the medical device in question, taking into account:

- the required basic and additional technical and performance characteristics, and the expected quality of the offered medical device,
- the final price of the medical device as declared in the final offer,
- the cost of consumables to be borne by the direct user,
- the warranty conditions proposed in the final offer,
- the evaluation of the Bidder's warranty service based on the opinions expressed by direct users about this service,
- conditions of post-warranty service,
- assessment of the comfort of use of the medical device,
- discounts proposed in the final offer,
- opinion about the Bidder based on the documents submitted in accordance with the requirements specified in the ToR.

b) then, the Committee of Experts, taking into account all selection criteria listed in point a, selects the offer in an open vote in the form of a resolution - in accordance with the contents of point I.6 of part B.

5. Announcement of results:

a/ The selection of the medical device made by the Committee of Experts after it has been approved by the Board of the Foundation (members of the Board present during the Open Tender) in the form of an open voting shall be announced to all Bidders at the same time, while the information concerns: the company of the Bidder, the name of the selected medical device and its model (type), and the manufacturer of the medical device. The selection made shall be confirmed in writing, in accordance with point 28 of part A.

b/ The Foundation shall not publicly disclose the price at which the medical device was purchased – it shall be a trade secret of the Seller and the Buyer.

Prepared by: Legal Counsel Anna Popławska

*Approved by:
The Board of the GOCC Foundation at the meeting of 28
April 2021*

In accordance with the Art. 13 sec. 1 and sec. 2, and art. 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 (hereinafter GDPR) Fundacja Wielka Orkiestra Świątecznej Pomocy (The Great Orchestra of Christmas Charity Foundation) informs that:

- 1) the Administrator of the Personal Data is Fundacja Wielka Orkiestra Świątecznej Pomocy (The Great Orchestra of Christmas Charity Foundation) with its headquarters at ul. Dominikańska 19c in Warsaw (02-738), phone number: +48 22 852 32 14.
- 2) In case of any questions concerning the protection of personal data at the GOCC Foundation, please contact us at ochronadanych@wosp.org.pl
- 3) Your personal data will be processed:
 - a) Art. 6 sec. 1 letter e of the GDPR – for the purpose of organizing an Open Tender in accordance with the rules of transparency for the purchase of the medical equipment for funds collected in a public fundraiser;
 - b) Art. 6 sec. 1 letter c of the GDPR – in the moment of winning an Open Tender and completing the order, for the purpose of fulfilling the legal obligation;
 - c) Art. 6 sec. 1 letter f of the GDPR – for the purpose of the protection against any probable claims resulting from the “Open Tender”;
 - d) Art. 6 sec. 1 letter e of the GDPR – in the event of recording the proceedings of the Open Tender in order to properly settle its results in compliance with the declarations made on the day of the Open Tender.
- 4) The recipient of your personal data will be the sub-contractors of the GOCC Foundation within the scope of their offered services, including IT, courier, post, legal and email hosting services in accordance with the signed agreements. They do not have the right to use your personal data for their purposes.
- 5) Your data will not be transferred to recipients in a third country or to the international organization however, the Personal Data Administrator uses Microsoft Office 365 and Active Directory. Hence, the personal data are stored in the cloud, which may cause the transfer of your personal data to a recipient in the third country. The Terms and Conditions of Use of the Microsoft Office 365 software and obligation in reference to processing and protecting user's data and personal data through the online services is specified in the documents issued by Microsoft, in particular in:
 - a) The Privacy Statement - <https://privacy.microsoft.com/pl-pl/privacystatement>;
 - b) Microsoft Services Agreement, <https://www.microsoft.com/plpl/servicesagreement/>MS Office 365 is compliant with the international provisions regarding the standards of data protection, which is confirmed by the ISO/IEC 27001:2005 certificate. The service subject to regular audits. The service is certified (ISO 27018) to be compliant with the personal data protection standards in the cloud, which means that the customers' personal data stored in the cloud will not be used for commercial purposes without their knowledge.
- 6) Period of time for which your personal data will be processed:
 - a) in accordance with the proper regulations (e.g. Accounting and other Taxes Act) or until the limitation of possible claims reg. the Open Tender and the contract expire
 - b) in the event of recording the Open Tender – until the Open Tender is settled, that is for one year since the day of the Open Tender, then the data will be deleted.
- 7) You have the right to access your personal data, edit your personal data, to remove your personal data, limit the processing of your personal data, transfer your personal data or report an objection.
- 8) You have the right to file a complaint to supervisory authority (Data Protection Authority) when you decide that the processing of your data violates the provisions of the General Regulation on the protection of personal data of 27 April 2016.
- 9) Providing your personal data is obligatory and necessary to take part in the Open Tender.
- 10) Your personal data will not be subject to profiling or automated processing.