**DRAFT**

**CONTRACT**

**FOR**

**“CLEANING SERVICES”**

This Cleaning service contract, *“*the “Contract*”*, is signed on Month/day/ 2020 and is entered into by and between:

1. **The Regional Youth Cooperation Office (RYCO),** duly established and existing under the Albanian law number 118/2016, published in Official Gazette number 227 from 2016, with registered Head Office at Rruga Skenderbej, 8/2/2 in Tirana, Albania, under registration number L71911452J, legally represented for the purposes of the signature of this Contract by the Secretary General, Mr. Djuro Blanusa, a Serbian citizen, born on 15.04.1977, in Belgrade, Serbia, adult, with full legal capacity to act, referred to as “RYCO” or “the Contracting authority”,

*on the one hand,*

And



a)--------------------------a company incorporated under the laws of the Republic of-----------, having its registered office in ---( insert address full address)--, registered with the unique registration number -----------------, legally represented for the purposes of the signature of this Contract by M/Mrs (name surname), (Administrator, CEO), born on month/date/year, in City/ Country, bearer of ID/passport no.\_\_\_\_\_\_\_\_\_\_\_, adult, with full legal capacity to act, referred to “Service Provider”

Or

1. *In case of an individual registered within the local tax authorities or business centre physical person*)

(Name surname), born on month/date/year, in City/ Country, bearer of ID/passport no.\_\_\_\_\_\_\_\_\_\_\_, having its registered address ( insert address) and tax registration number (insert number), adult, with full legal capacity to act, referred to “Service Provider”

*of the other hand,*

*(Hereinafter referred to individually as the “Party” and collectively the “Parties” to this Service contract).*

**Article 1**

**Subject of the Contract**

The subject of the Contract is the provision of cleaning services by the Service provider for the Local Branch Office of RYCO in (*insert city, country*).

**Article 2**

**Scope of Work**

* 1. The Service Provider shall personally provide all required services. RYCO shall retain the Service Provider and the Service Provider shall assist RYCO upon the terms and conditions hereinafter set forth.
  2. In signing the present Contract, the Service Provider agrees that she will not hold RYCO liable in any way for alterations in the scope of work that may be made by the above-mentioned parties.
  3. The Service Provider hereby states and warrants to RYCO, that she is fully capable to provide the Services outlined herein and has no other commitments or engagements to other persons, organizations or entities which could prevent her from performing her obligations under the present Contract.
  4. The Service Provider hereby states and warrants that all necessary licenses, registrations and permits to lawfully carry out the Services are legally valid.

**Article 3**

**Term**

3.1 The present Contract shall enter into force on Month/date/ 2020 until Month/date/Year.

3.2 The execution of the tasks may under no circumstances begin before the date on which the Contract enters into force, and shall depend on the authorities’ decision in relation to the COVID 19 measures.

3.4 Either party may terminate the Contract prior to the above termination date with a written notice sent to other party at least 10 (ten) days in advance.

**Article 4**

**Rights and Obligations of the Service Provider**

4.1 The Service Provider has to devote her full working capacity in the performance of the duties and tasks, and must abstain from anything which may jeopardize RYCO’s interests or reputation.

4.2 The Service Provider shall perform all tasks in accordance and compliance with RYCO’s rules.

4.3 The Service Provider is liable for any damage that may be caused due to the quality of Services provided to RYCO during the term of the present Contract. RYCO shall not be liable for any losses, costs, damages, other expenses or liabilities, levied upon or required of the Service Provider as a result of non-compliance by the Service Provider with her responsibilities under this Contract or in connection therewith.

4.4 As an independent contractor, the Service provider shall bear the entire responsibility for complying with any legal obligations incumbent on her, notably those resulting from employment, tax and social legislation, in force in ----------( *insert name of the Country*)------------- and shall also be required to pay all fees and expenses for the provision of the Services, and to report to the appropriate authorities on the activities provided to RYCO.

4.5 The Service provider shall work on her own account, shall keep her own bookkeeping and shall be solely responsible for paying all tax and other obligations required under the laws and regulations in force at the place where the services assigned to her are to be executed.

4.6 The Service provider shall have sole responsibility for the staff who execute the tasks assigned to her.

4.7 During the effective term as well as after the termination the present Contract, the Service Provider shall not disclose before third persons and not use (except in connection with her obligations under this Contract) any of RYCO’s confidential and proprietary information, obtained from or relating to RYCO and Project, that come into her possession or to her knowledge in the course of the work and not use them for other purposes than those connected with the present Contract.

4.8 The Service Provider agrees to use correctly all the materials and equipment that shall be made available to her for the execution and provision of the services under this contract.

4.9 Violation of the provisions set in this Article by the Service Provider shall be deemed severe violation of the service commitment and might result in the immediate dissolution of the Contract and/or indemnification as designated by RYCO.

**Article 5**

**Contract price**

5.1 The total price/amount to be paid by RYCO to the Service provider for the provision of cleaning services under this Contract number (letters) Euros VAT included.

5.2 RYCO will pay the Service Provider at the end of each month.

5.3 Payments shall be made to the Service provider’s bank account, in euro, as follows:

− Name of bank: ………

− Address of branch in full: ………

− Exact designation of account holder: ………..

− Full account number including codes: ………

− IBAN:

5.4 The daily cleaning services will be performed during working days and even during the weekends, if required and upon agreement between the Parties.

5.5 For the execution of the cleaning tasks the Service provider shall use its own products and also shall supply cleaning materials in compliance with the Terms of Reference of the Contract.

**Article 6**

**Applicable Law and Dispute resolution**

6.1 This Contract, its content and enforcement are governed and construed by the laws of the Republic of (*insert name of the country*).

6.2 Any dispute, controversy or claim arising out of or in connection to this Contract, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

6.3 If an amicable solution to a dispute arising from the application of this Contract with regard to its interpretation or application has not been reached within thirty (30) days from the commencement of such negotiations, the complaining party may appeal to the competent court in the Republic of (*insert name of country*).

**Article 7**

**Assignment of Contract**

7.1 The Service provider shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by RYCO.

7.2 Any subcontract entered into by the Service provider without approval in writing by RYCO may be cause for termination of the Contract.

**Article 8**

**Entirety of the Contract**

8.1 The Contract shall be interpreted by considering its terms and conditions as an entirety. Any clause or wording that may create uncertainty must be viewed in the context of the entire Contract and in the view of the purposes that caused both Parties to enter into this Contract.

8.2 If any provision of this Contract shall become invalid, illegal or unenforceable, such provision shall be become null and void; nevertheless, all other provisions of this Contract shall remain in full force and effect.

8.3 This Contract covers all arrangement between the Parties, related to the object herein and substitutes all and any previous agreements and understandings between the Parties, whether written or verbal.

**Article 9**

**General Provisions**

* 1. Both Parties undertake the obligation to notify immediately one another of any change in their registration, residence or legal representation, which may have an impact on the execution of present Contract and on their professional relationship.
  2. The language of the written correspondence between the contracting Parties of this Contract shall be in English, unless otherwise agreed upon by the Parties.
  3. Amendments to this Contract may be made by mutual agreement in writing between the Parties.
  4. None of the parties shall be responsible to the other for any delay in the fulfilment of its obligations herein, if this delay is caused by a *Force majeure*. However, this Force majeure clause applies only if the events take place after the signature of this Contract, so that it makes impossible or unduly burdensome for one of the parties to fulfil its obligations.
  5. Any notice given pursuant to this Contract shall be in writing and delivered, or sent by prepaid post or facsimile to the other Party.
  6. The entire Contract between the parties is composed of:

1. **Terms of reference as per respective lot,**
2. **Financial offer.**

Done in English in 4 (four) originals documents, 3 (three) originals being for the Contracting authority and 1 (one) original being for the Service Provider.

IN WITNESS WHEREOF RYCO and the Service provider have caused the present Contract to be executed.

**For the Contracting authority: For the Service Provider**

**M. Djuro Blanusa Name/ Surname**

Secretary General Title/Company