**CONTRACT**

**FOR**

**THE SUPPLY, DESIGN AND PRODUCTION OF BRANDED VISIBILITY MATERIALS IN THE FRAME OF THE PROJECT’ ’ENHANCING YOUTH COOPERATION AND YOUTH EXCHANGE IN THE WESTERN BALKANS 6’’**

This Service contract,the “Contract*”*, is signed on month/day/2020 by and between:

1. **The Regional Youth Cooperation Office (RYCO),** duly established and organized under the laws of the Republic of Albanian, under registration number L71911452J having its registered address and Head Office at Rruga “Skenderbej”, 8/2/2 in Tirana, Albania, legally represented by Secretary General, Mr. Djuro Blanusa, adult, with full legal capacity to act, hereinafter referred to as “*RYCO*” or the “*Contracting authority*”

*on the one part*

And

1. *In case of a company*: -------- (*name*) -----------------a company incorporated under the laws of the Republic of-----------, having its registered office in --- (*insert 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*), adult, with full legal capacity to act, referred to “*Service provider*” or “*the Contractor*”.

Or

1. *In case of an individual:* (*Name surname*), born on month/date/year, in City/ Country, bearer of ID/passport no.\_\_\_\_\_\_\_\_\_\_\_, having its registered address (*insert address*), adult, with full legal capacity to act, referred to “*Service provider”* or “*the Contractor”.*

*on the other part,*

Hereinafter referred to individually as the “Party” and collectively the “Parties”

**Preamble**

This Contract is linked to the Project “Enhancing Youth Cooperation and Youth Exchange in the Western Balkans 6” (hereinafter referred to as the “Project”), financed and supported by the European Union (EU), represented by the European Commission, and implemented by RYCO.

**Article 1**

**Object of the Contract**

1. The object of the Contract is to provide graphics consultancy and to design, develop and supply branded visibility materials related to the activities of the Project, as described and further detailed in the terms of reference, part of this Contract.
2. The Service provider hereby states and warrants that it is fully capable to provide the Services and deliver the deliverables outlined herein and has no other commitments or engagements to other persons, organizations or entities which could prevent it from performing its obligations under the present Contract.

**Article 2**

**Deliverables**

1. The Service provider shall deliver the following materials:
2. Graphic design of visibility materials;
3. Production of printed, textile and gadget visibility materials;
4. All visibility materials shall include:
5. The emblem of the European Union;
6. Regional Youth Cooperation Office (RYCO) logo.
7. The Service provider shall deliver all above-mentioned materials as further described and detailed in the terms of reference, part of this Contract, to the following address:   
   Rruga “Skenderbej” 8/2/2, 1000 Tirana, Albania.
8. By entering in this Contract, the Service provider shall deliver the visibility materials following RYCO’s needs, in compliance with the specific criteria mentioned in the Terms of Reference, part of and attached to this Contract.
9. After the delivery of each deliverable by the Service provider, RYCO will have 2 (two) calendar days to inspect the deliverable and verify that it conforms in all respects to the applicable specifications and criteria. Upon completion of such 2 (two) days period, if RYCO has not delivered a Rejection Notice such deliverable shall be deemed automatically accepted.
10. If RYCO reasonably determines in good faith that the deliverable does not conform to the applicable specifications or does not otherwise pass the applicable acceptance criteria set forth in the Terms of Reference, RYCO will promptly notify the Service provider in a written notice setting forth a description of the nonconformities exhibited by the deliverable. When the Service provider remedies the nonconformities, it shall redeliver the deliverable and RYCO shall again review the deliverable for acceptance or rejection.
11. If RYCO reasonably determines in good faith that the Service provider will be unable to correct all nonconformities in a deliverable, RYCO will have the option, by delivering written notice to such effect to the Service provider, to definitely reject the specific deliverable.

**Article 3**

**Term of the Contract**

1. This Contract shall enter into force on day/month/2020 and shall be valid until October 2021.
2. The Service provider cannot, under any circumstances, start work before the date on which this Contract enters into force.

**Article 4**

**Obligations of the Service provider**

The Service provider is responsible for supplying all necessary equipment, materials and other resources required for the execution of this Contract.

**Article 5**

**Obligations of RYCO**

RYCO shall:

1. communicate on a regular basis with the Service provider,
2. provide feedback and guidance on the performance of the Service provider,
3. provide all other necessary support in order to achieve the objective of this Contract,
4. remain aware of any upcoming issues related to Service provider’s performance and quality of work.

**Article 6**

**Reporting**

1. The Service provider will directly report to RYCO’s contact person.
2. All activities and deliverables undertaken by the Service provider shall be primarily discussed and planned in consultation with RYCO.

**Article 7**

**Price of Contract and Payment Modality**

1. The maximum amount dedicated to the execution of this Contract is euro gross.
2. The Contracting authority will execute the payment in 1 (one) instalment, upon delivery by the Service provider of the materials and their formal acceptance by RYCO.
3. RYCO will execute the payment within 30 days from the submission of the invoice(s) by the Service provider.
4. The payment will be in EUR currency, to the following bank account:

*Bank account holder name:*

*Bank name:*

*Address of the bank:*

*IBAN:*

*SWIFT:*

1. The Contracting authority may at any point suspend the payment deadline if the request for payment cannot be processed because it does not comply with the Contract’s provisions. The Contracting authority must formally notify the Service provider of the suspension and the reasons for it.
2. The suspension takes effect on the day the notification is sent by the Contracting authority. If the condition for suspending the payment deadline as referred to is no longer met, the suspension will be lifted and the remaining period will resume.
3. If the payment deadline has been suspended due to the non-compliance of the deliverables and the revised deliverables are not submitted or were submitted but are also rejected, the Contracting authority may also terminate the Contract.
4. The Contracting authority may reject parts of or reduce the payment if the Service provider is in breach of any of the obligations under this Contract.

**Article 8**

**Reimbursement of Expenses**

The Contracting authority will not reimburse any expenses related to the costs of purchasing equipment or other material needed and used by the Service provider during the execution of this Contract.

**Article 9**

**Performance of the Contract**

1. The Service provider must perform the Contract to the highest professional standards and in accordance to the Contracting authority’s internal rules, procedures and regulations.
2. If the Service provider cannot fulfil its obligations, it must immediately inform the Contracting authority.

**Article 10**

**Suspension of the Contract**

1. The Contracting authority may suspend implementation of the Contract or any part of it, if the Service provider is not able to fulfil their obligation to carry out the work required.
2. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite him/her/it to submit any observations within 7 (seven) days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the suspension.
3. The suspension will take effect on the date the notification is sent by the Contracting authority.
4. If the reasons for suspending the implementation of the Contract are no longer valid, the suspension may be lifted and implementation may be resumed.

**Article 11**

**Termination of the Contract**

1. The Contracting authority may at any moment terminate the Contract if the Service provider:
   1. is performing his/her/its obligations poorly,
   2. is not performing; or
   3. has committed substantial errors, irregularities or fraud.
2. The Contracting authority must formally notify the Service provider of its intention, include the reasons why and invite him/her/it to submit any observations within 30 days of receiving notification. If the Contracting authority does not accept these observations, it will formally notify confirmation of the termination. The termination will take effect on the date the notification is sent by the Contracting authority.
3. The Service provider may at any moment terminate the Contract if s/he/it is not able to fulfil their obligations in carrying out the work required. The Service provider must formally notify the Contracting authority and include the reasons by giving 15 days’ notice. The termination will take effect on the date the Contracting authority will formally notify confirmation of the termination.

**Article 12**

**Ownership and Copyrights**

1. RYCO shall fully and irrevocably acquire the ownership of the results under this Contract including any rights in any of the results listed in this Contract, including copyright and other intellectual or property rights and information contained therein, produced in performance of the Contract. RYCO must acquire all the rights from the moment the results are delivered by Service provider and accepted by RYCO. Such delivery and acceptance are considered to constitute an effective assignment of rights from the Service provider to RYCO.
2. RYCO may use, publish, assign or transfer these results as it sees fit, without any limitations, geographical or other.

**Article 13**

**Applicable Law and Dispute settlement**

1. This Contract is governed and construed by the laws of the Republic of Albania.
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.
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 Albania.

**Article 14**

**Independent Contractor**

1. The Supplier shall provide the Goods under this Contract as an independent contractor and not as an employee, partner, or agent of RYCO.
2. The Service provider shall have sole responsibility for the staff who execute the tasks assigned to it.

**Article 15**

**Taxes**

The Service provider is solely and exclusively responsible for paying income taxes, health and social contributions, as well as other obligations in compliance with the tax requirements and legislation.

**Article 16**

**Amendment**

Amendments to this Contract may be done only in written by consent from both parties. The party receiving the request must formally notify its agreement or disagreement, within 30 days of receiving notification.

**Article 17**

**Assignment**

Neither this Contract nor any rights under this Contract may be assigned or otherwise transferred by the Service provider, in whole or in part, whether voluntarily or by operation of law.

**Article 18**

**Confidentiality**

1. All information which comes into the Service provider’s possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Service provider should not communicate such information to any third party without the prior written approval of RYCO.
2. The Service provider shall comply with the Data Protection Law in the Republic of Albania in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Contract.
3. These obligations shall survive the expiration or termination of this Contract.

**Article 19**

**Status and Use of RYCO’s Name**

1. The official logo and name of RYCO may only be used by the Service provider in connection with this Contract and with the prior written approval of RYCO.
2. Nothing in this Contract affects the privileges and immunities enjoyed by RYCO as an intergovernmental organization.

**Article 20**

**Severability**

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.

**Article 21**

**Entirety**

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.
2. 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 22**

**Notices**

All communication by and between RYCO and the Service provider concerning the execution of this Service contract shall be directed to Mr/Mrs --------------------------------- of RYCO, to the following e-mail address: ----------------------------------- and to (name/surname of the contact person of the Service provider), to the following email address: ---------------------------------------------

**Article 23**

**General Provisions**

1. Both Parties undertake the obligation to immediately notify one another of any changes 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 Parties shall be in English.
3. 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.
4. The entire Agreement between the Parties is composed of:
5. Contract,
6. Terms of reference,
7. Financial offer.

This Contract is 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.

**For the Contracting authority: For the Service provider**

**M. Djuro Blanusa Name/ Surname**

[*Signature*] [*Signature*]

Secretary General, Title

Regional Youth Cooperation Office Company name