**CONTRACT**

**For**

**“Creating and updating the Regional Volunteering Web Portal”**

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 Albania, 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 ROUTE WB6 project (hereinafter referred to as the “Project”), financed and supported by the Norwegian Ministry of Foreign Affairs and led by RYCO

**Article 1**

**Object of the Contract**

1. The object of the Contract is the creation and update of the “Regional Volunteering Web Portal” that will serve as a resource center and a matching recruiting space for volunteering in the WB6.
2. The Service Provider hereby states and warrants to RYCO that it is fully capable to provide the Services outlined in this contract as well as in the Terms of Reference which form an integral part of this contract, 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 all the deliverables as per the requirements set in the Terms of Reference integral part of and attached to this contract.
2. By entering in this Contract with RYCO the Service provider commits its availability to provide the required service based per RYCO request in compliance with the specified timeline mentioned in the Terms of Reference.
3. After the delivery by the Service provider, RYCO shall inspect the deliverable and verify that it conforms in all respects to the applicable specifications, requirements and Terms of Reference. Upon verification of the output if RYCO has not delivered a Rejection Notice such deliverable shall be deemed automatically accepted.
4. 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.
5. 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**

This Contract shall enter into force as of day/month/2020 and shall be valid until December 2021 upon completion of the overall tasks.

**Article 4**

**Obligations of the Service provider**

1. The Service provider shall:

* Cooperate closely with the project team to identify all needs in order **to create the web platform on volunteering**.
* Collaborate and participate in joint discussions and workshops during the co-designing process of the web platform, where layout, tools, content structures and functionalities meeting the needs of the project and follow the structure of the newly developed regional volunteering programme are discussed;
* Provide the design of website structure based on the requirements from project team: clear categories, SEO friendly, documents & folders for data & page storage, clean site & page layout, easy to use, flexible navigation & search functions, etc.;
* Incorporate all data based on the needs of this project, like designs, website guidelines, documents, content; and adapt them based on the custom needs;
* Update the website applications, tools and plugins;
* Provide training sessions for project team on administering and managing the platform;
* Configure/do the setup of firewalls, anti-hacker tools, spam and antivirus plan for the website, along with the hosting plan;
* Configure the data types and implementation of security structures and firewalls to ensure privacy policies and of data protection (GDPR);
* Be cooperative, flexible and responsible to address/fix bugs and other web issues.
* Provide all necessary documentation after the successful completion of tasks.
* Provide warranty and maintenance services including post-service maintenance and support until December 2021.

1. The Service provider will be responsible for and supply 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**

**Working Arrangements and Timeline**

1. The completion of this assignment may involve visits to RYCO HO premises. The Service provider shall cover costs, arrange and schedule such visits, including transportation and should envisage such costs in the overall price estimation of the Contract.
2. The Service provider cannot, under any circumstances, start work before the date on which this Contract enters into force.

**Article 7**

**Reporting**

1. The Service provider will directly report to ROUTE WB6 Project Coordinator.
2. All activities and deliverables undertaken by the Service provider shall be primarily discussed and planned in consultation with the persons in charge within the Project Unit for the implementation of this Contract.

**Article 8**

**Price of Contract and Payment Modality**

1. The total amount dedicated to the execution of this Contract is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR (VAT included).
2. The Contracting authority will execute the payment for the performance of this Contract in 2 (two) instalments: 30 % upon acceptance of the first deliverable and. 70% upon completion and acceptance of the project.
3. RYCO will execute the payment within 30 (thirty) days from acceptance and 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 9**

**Reimbursement of Expenses**

1. The Contracting authority shall not reimburse travel and accommodation expenses for the Service provider related to the execution of this Contract.
2. 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 within the set deadlines, 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, s/he/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 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 10 (ten) 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 30 (thirty) days’ notice. The termination will take effect on the date the Contracting authority will formally notify confirmation of the termination.
4. The Service provider can submit to RYCO a payment request for the tasks already executed on the date of termination, within 30 days from the date of termination.

**Article 12**

**Records and Supporting Documentation**

1. The Service provider must keep records and other supporting documentation (original supporting documents) as evidence that the Contract is performed correctly and the expenses were actually incurred. These must be available for review upon the Contracting authority’s request.
2. The Service provider must keep all records and supporting documentation for 2 (two) years starting from the date of the last payment. If there are on-going checks, audits, investigations, appeals, litigation or pursuit of claims, the Service provider must keep the records and supporting documents until these procedures end.

**Article 13**

**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 the 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 14**

**Applicable Law and Dispute settlement**

1. This Contract, its content and enforcement are 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 30 (thirty) days from the commencement of such negotiations, the complaining party may appeal to the competent court in the Republic of Albania.

**Article 15**

**Independent Contractor**

1. The Supplier shall provide the services 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 16**

**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 17**

**Amendment**

Amendments to this Service 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 18**

**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 19**

**Confidentiality**

1. All information which comes into the Supplier’s possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of RYCO.
2. The Supplier 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 20**

**Notices**

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

**Article 21**

**Status and Use of RYCO’s Name**

The official logo and name of RYCO may only be used by the Supplier in connection with this Contract and with the prior written approval of RYCO.

Nothing in this Contract affects the privileges and immunities enjoyed by RYCO as an intergovernmental organization.

**Article 22**

**Severability**

If any part of this Contract is found to be invalid or unenforceable, that part will be severed from this Contract and the remainder of the Contract shall remain in full force.

**Article 23**

**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. 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.
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.

**Article24**

**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.
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

Done in English in 4 (four) originals, 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,