**CONTRACT**

**FOR**

**“Design and creation of the RYCO digital youth platform”**

This Service contract,the “Contract*”*, is signed on d/m/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. -------- (*name*) -----------------a legal entity 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*”.

*on the other part,*

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

**Preamble**

This Contract is linked to the implementation of the four-month advocacy project “Better Future Starts with Youth”, supported by German Ministry of Foreign Affairs and implemented by RYCO.

**Article 1**

**Object of the Contract**

1. The object of the Contract is to support/provide *the Contracting authority* with the Design and creation of the RYCO digital youth platform, as described in the terms of reference Annex, part of and attached to 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.
3. The Service provider shall provide any other services or tasks within the framework of this contract, as required by the Contracting authority.
4. The Service provider shall provide all above-mentioned services to the following address: Rruga “Skenderbej” 8/2/2, 1000 Tirana, Albania.

**Article 2**

**Term of the Contract**

1. This Contract shall enter into force on day/month/2020 and shall be valid until December 31st, 2020.
2. The Service provider cannot, under any circumstances, start work before the date on which this Contract enters into force.

**Article 3**

**Obligations of the Service provider**

The Service provider shall provide the Design and creation of the RYCO digital youth platform in conformity with the provisions of the terms of reference and in particular the following:

* Final methodology and Wireframe (Layout Design) for the web platform finalized and approved by Contracting Authority;
* A full functional web portal is designed, code and relevant documents delivered to Contracting Authority and web portal launched.

**Article 4**

**Obligations of RYCO**

RYCO shall:

1. Immediately notify the Service provider in case of any possible problem or malfunction.
2. Create all the conditions and provide all the necessary support in order for the Service Provider to perform all required services and to achieve the objective of this Contract.
3. Undertake the final control and acceptance of the service object of this contract,
4. Sign every acceptance act of the work processes, or make remarks and suggestions within 2 (two) days from the day of notification of the Service provider that the service has been performed. In case the Service provider is not notified within 2 (two) days, the service will be considered as performed and accepted by RYCO,
5. Provide feedback and guidance on the performance of the Service provider,
6. Communicate on a regular basis with the Service provider.

**Article 5**

**Security of Information and Systems**

The Service provider shall not be responsible to assure the safety and integrity of the information that RYCO delivers and receives through the network.

**Article 6**

**Price of Contract and Payment Modality**

1. The maximum gross amount dedicated to the execution of this Contract is *\_\_\_\_ (\_\_\_\_\_\_\_\_\_)* euro.

1. The Contracting authority will execute the payment in 2 instalments:

* First instalment of 20% of total fee, after the Final methodology and Wireframe (Layout Design) for the web platform is finalized and approved by Contracting Authority.
* Second instalment in the amount of 80% of total fee, after a full functional web portal is designed, code and relevant documents delivered to Contracting Authority and web portal launched.

1. RYCO will execute the payment within 30 (thirty) days from the submission of the reports and the invoice (s) by the Service provider and upon acceptance of deliverables
2. 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 7**

**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. The Service provider may suspend all services if RYCO does not fulfil its obligations foreseen in this Contract and especially the execution of the payments mentioned in article 6.
3. If the Service provider cannot fulfil its obligations, it must immediately inform the Contracting authority.

**Article 8**

**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 its obligation to carry out the work required.
2. The Contracting authority shall notify the Service provider of its intention, include the reasons and invite the Service provider to submit any observations within 5 (five) days of receiving the 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 to the Service provider.
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 9**

**Termination of the Contract**

1. The Contracting authority may at any moment terminate the Contract if the Service provider:
   1. is performing 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, including the reasons why and is to submit any observations within 5 (days) 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 it is not able to fulfil its obligations in carrying out the work required. The Service provider must formally notify the Contracting authority and include the reasons within 5 (five) days. The termination will take effect on the date the Contracting authority will formally notify confirmation of the termination.

**Article 10**

**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 11**

**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 30 (thirty) days from the commencement of such negotiations, the complaining party may appeal to the competent court in the Republic of Albania.

**Article 12**

**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 13**

**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 14**

**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 (thirty) days of receiving notification.

**Article 15**

**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 16**

**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 17**

**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 18**

**Severability**

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

**Article 19**

**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 20**

**Notices**

All communication by and between RYCO and the Service provider concerning the execution of this Service contract shall be directed to Ms. Majda Balić of RYCO, to the following e-mail address: [majda.balic@rycowb.org](mailto:majda.balic@rycowb.org) and to Mr/Ms/Mrs (insert name/surname of the contact person of the Service provider and email adress), to the following email address: ---------------------------------------------.

**Article 21**

**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 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 the:
5. Contract,
6. Terms of reference,
7. Methodology and working plan
8. 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