**CONTRACT**

**FOR**

**“INFORMATION TECHNOLOGY SUPPORT SERVICES TO THE HEAD OFFICE OF THE REGIONAL YOUTH COOPERATION OFFICE,”**

This Service contract,the “Contract*”*, is signed on day/month/, 2021 by and between:

1. **The Regional Youth Cooperation Office (RYCO),** duly established and organized under the laws 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. ***Company***: -------- (*name*) -----------------a company incorporated under the laws of 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 as the “*Service Provider*” or the “*Contractor*”.

*on the other part,*

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

By signing this Contract, the Service Provider confirms that it has read, understood and accepted the Contract and all its terms and conditions.

**Article 1**

**Object of the Contract**

1. The object of the Contract is the support provided by the Service provider to the Contracting authority with maintenance services for the hardware and software Information Technology (IT) equipment, as described in the terms of reference, integral 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 all above-mentioned services tothe Contracting authority the following address: RYCO Head Office, rruga “Skenderbej” 8/2/2, and 8/2/5 1000 Tirana, Albania.

**Article 2**

**Term of the Contract**

1. This Contract shall enter into force on \_\_/\_\_/2021 and shall be valid until   
   December 31st, 2021. This Contract can be further extended or renewed upon mutual agreement of the Parties.
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**

1. The Service provider will be responsible for the maintenance of RYCO’s internal IT support, equipment, infrastructure improvement, monitoring and compliance to IT standards.
2. The Service provider shall provide the required services as described in the terms of reference and in particular the following:
3. Perform monitoring of the system, verifying the integrity and availability of all devices, server resources, systems and key processes;
4. Performing remote troubleshooting through diagnostic techniques;
5. Security monitoring to identify any possible violations;
6. Firewall management and overall responsibility for the security of the organisation;
7. Set up accounts and workstations, configuration and support for user computers (desktop, laptop, tablet), peripherals (printer, scanner, photocopier).
8. Manage network servers and technology tools
9. end-user support;
10. Monitor performance and maintain systems according to requirements
11. Ensure IT security through access controls, backups and firewalls.
12. The Service provider:
13. shall immediately review any requests or complaint submitted by RYCO and resolve any issues or disputes related to the provision and quality of services. RYCO must describe and report the problem in details;
14. shall be responsible for problems that may affect the quality of the provided services when they are caused by the Service provider and shall cover all related costs.
15. The Service provider shall make available dedicated IT technician(s) at least 3 (three) times per week for 2(two) hours to personally perform their services in the Head office of RYCO. Upon common agreement with RYCO’s assigned contact person for the execution of this contract, the Service provider can provide the IT support remotely, while ensuring the quality of the services and the work continuity of the staff of RYCO.

**Article 4**

**Obligations of RYCO**

RYCO shall:

1. Immediately notify the Service provider in case of any possible problems or malfunctions;
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**

**Price of Contract and Payment Modality**

1. The amount dedicated to the execution of this Contract is \_\_\_\_\_\_, VAT included, monthly.
2. The Service provider shall submit the monthly invoice at the end of each month.
3. The Contracting authority will execute the payment every month within 15 (fifteen) days upon submission of the respective invoice for the accepted services by the Service provider.
4. The payment will be in EUR currency, to the following bank account:
   1. *Bank account holder name:*
   2. *Bank name:*
   3. *Bank account no:*
   4. *SWIFT:*
5. 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 within 5 (five) days upon reception of the invoice.
6. 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.
7. If the payment deadline has been suspended due to the non-compliance of the provided services the Service provider must take all measures to provide any services at the required standard within 5 (five) working days upon notification, otherwise the Contracting authority may also terminate the Contract.
8. 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 6**

**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 7**

**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 8**

**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 or irregularities that have undermined the continuity of the work of the staff.
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 shall cover all costs for any damages caused to RYCO during the performance of this Contract.

**Article 9**

**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 10**

**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 11**

**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 12**

**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 13**

**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 14**

**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 16**

**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 17**

**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 18**

**Notices**

1. All communication by and between the Service provider and RYCO concerning the execution of this Contract shall be directed to (*insert* *position/title* *name/ surname*) of RYCO, to the following e-mail address: (*insert email address*) and to Ms./Mrs./Mr. (*insert* *position/title* *name/ surname*) on behalf of the Service provider, to the following email address: (*insert email address*).
2. Both Parties undertake the obligation to notify immediately one another of any change in their registration such as residence, contact details, or legal representation, which may have an impact on the execution of present Contract and on their professional relationship.

**Article 19**

**General Provisions**

1. The language of the written correspondence between the Parties shall be English.
2. 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.
3. The entire Agreement between the Parties is composed of the:
4. Contract,
5. Terms of reference,
6. Financial offer,

This Contract is done in English in 3 (three) original documents, 2 (two) 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 Mr/Ms/Mrs

[*Signature*] [*Signature*]

Secretary General, Legal representative

Regional Youth Cooperation Office [*Company name*]