

Rep. Contr. nr. 26  
del 27.04.2017

**AGREEMENT FOR THE OFFICE WORKS OF AICS TIRANA**

This agreement for **Office works** (the "**Agreement**") is made as of 27 April 2017,

*by and among*

- **Italian Agency for Development Cooperation**, Office in Tirana, (hereinafter referred as the "**Client**"), having its registered address at Rr. Abdi Toptani, Torre Drin 5° floor, Albania, legally represented by the Director Mr. Nino Merola;

*and*

- "**Korado Sh.p.k**" Office in Tirana (hereinafter referred to as "**Society**"), a limited liability company, having its registered address at "Rruga e Kavajës", Godina VILNIK Motors, Kati i II, Vaqar, Tirana, Albania, legally represented by Mr. Agostin Gjinaj, Albanian citizen, born in ....., on ....., holder of the ID no. .... in her capacity of the Administrator of "Korado Shpk".

hereinafter jointly referred to as the "**Parties**"

**WHEREAS**

- (a) The Client is willing to receive the **Office works**.
- (b) The Client has requested the Society to provide with the Services in accordance with the terms and conditions of this Agreement and Annex 1 attached to this Agreement;
- (c) The Society wishes to provide the Services to the Client in accordance with the terms and conditions of this Agreement and Annex 1 attached to this Agreement.

NOW, THEREFORE, in consideration of the premises herein above set forth, the Parties agree as follows:

- 1. PREMISES**  
The premises hereto are an integral and substantial part of this Agreement.
- 2. OBJECT**
  - 2.1 The Society will provide to the Client and the Client accepts from the Society the provision of the following rights and Services in accordance with the terms and conditions of this Agreement and Annex 1 attached to this Agreement.
- 3. DURATION**
  - 3.1 The term of this Agreement shall be from 27 April 2017 to the accomplish of the terms of the reference, no longer then 07.05.2017
- 4. PRICE & PAYMENT**
  - 4.1 The Society and the Client acknowledge and agree that the total price for the provision of Services under article 2.1 of this Agreement is **833,690,00 Leke** (eight hundred thirty three thousand six hundred ninety /00) including VAT 20%.
  - 4.2 The payment of the Office works as specified under 4.1 above shall be made 50 % within and no later than 30 (thirty) days from the signature date of this Agreement, and 50 % at the end of the works approved by the Client, at the bank account :

## **RAIFFEISEN BANK ALBANIA**

Branch 001

Account Number 0810882887

IBAN AL30202150000000000810882887

### **5. OTHER OBLIGATIONS OF THE SOCIETY**

- 5.1 The Society undertakes to provide the Client with all contracted Services in compliance with the terms and conditions set forth in this Agreement.
- 5.2 The Society undertakes that all provided Services under this Agreement shall be of a high quality and comply with all technical standards.
- 5.3 The Society acknowledges and agrees that the breach of its obligations under this article will entitle the Client to immediately terminate this Agreement, by means of written notice to the Society as per article 8.1 below.
- 5.4 The Society acknowledges and agrees that the Services to be provided under this Agreement are essential for implementation and operation of the Creative Services, as authorised by the Albanian competent authority. Therefore, the Society acknowledges and agrees that it is also essential that the Services are provided in compliance with this Agreement and best available practices, to ensure amongst others, the credibility of both Creative Services and the Client.
- 5.5 The Society undertakes to ensure full efficiency and operation of the Services provided at any time during the term of this Agreement. To this purpose, in case of any problem in relation to the Services, the Society shall promptly take any and all measures in order to restore the full operation of the Services, so that the **Office works** are implemented as per the terms and conditions set out by the Client and authorised by the Albanian competent authority.

### **6. OTHER OBLIGATIONS OF THE CLIENT**

- 6.1 The Client undertakes to pay the Society for the Services provided under this Agreement as per the specific terms and conditions provided herein.
- 6.2 The Client agrees to follow the technical instructions provided from the Society regarding the Services provided under this Agreement.
- 6.3 The Client undertakes to provide normal working conditions for the Society's specialists providing the Services as defined under item 2.1 above.
- 6.4 The Client acknowledges that it shall not allow unauthorized persons to have access to the software or the databases.

### **7. CONFIDENTIALITY**

- 7.1 The Society agrees and undertakes to treat as strictly confidential any and all information obtained during the performance of this Agreement and/or communicated by the Client in relation with the business, business strategy, financing, employees, sales plan, financial situation, products, services, clients, software and future plans of the Client and any other Client's data or material, and to not disclose such information, in whole or in part, to any third person and to not use this information for any other purpose other than the performance of its obligations under this Agreement.
- 7.2 In addition, the Society shall ensure and cause that any party contracted by the Society for the purpose of this Agreement strictly comply with the provisions under this article.
- 7.3 The breach of the obligations set forth in this article will give the Client the right to terminate immediately this Agreement, by means of written notice to the Society as per article 8.1 below, without prejudice to Clients' right to claim for damages.

### **8. TERMINATION OF THE AGREEMENT**

- 8.1 The Client is entitled to terminate this Agreement before the end date as per article 3.1 above and upon serving a 7 (seven) days prior written notice in case the Society breaches any of its obligations under this Agreement.
- 8.2 The Society is entitled to terminate this Agreement before the end date as per article 3.1 above and upon serving a 7 (seven) days prior written notice in case the Client breaches any of its obligations under this Agreement.



**9. FORCE MAJEURE**

- 9.1 Neither party to this Agreement shall be held responsible if the fulfillment of any terms or provisions of this Agreement is delayed or prevented because of occurrence of a force majeure.
- 9.2 Cases of Force Majeure include: revolutions or other disorders, wars, acts of enemies(including acts of unauthorized users who break into computer systems in order to steal, change or destroy information, often by installing dangerous malware without your knowledge or consent), strikes, fires, floods, acts of God, expropriation, or government actions, or, without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent.
- 9.3 Either party shall notify the other for the existence of such Force Majeure within 15 (fifteen) days from its commencement to the address specified below as may be changed from time to time.
- 9.4 Should Force Majeure last longer than 30 (thirty) days, the Parties shall meet and determine either the continuation or the termination of this Agreement.

**10. OTHERS**

- 10.1 This Agreement shall be construed in accordance with the Albanian legislation. For whatever issue not arranged by this Agreement the provisions of the Civil Code of the Republic of Albania shall be applied.
- 10.2 In the event of any dispute between the Parties that relates to the interpretation, performance, breach, termination or enforcement of this Agreement and the relevant Annexes, the Parties will meet and work in good faith to resolve such dispute as soon as possible. If that dispute cannot be settled through direct discussions within 10 (ten) days from the first request for a meeting, the same dispute shall be settled by the competent Court of Tirana District.
- 10.3 This written Agreement constitutes the entire agreement among the Parties as to the subject matter hereof and supersedes all prior agreements, oral or written, and all other prior communications among the Parties relating to the subject matter hereof.
- 10.4 Except as otherwise provided in this Agreement, any amendment to this Agreement may be made only by written agreement signed by a duly authorized representative of Client and the Society respectively.

**11. NOTICES**

All notices or other communications required or to be given under this Agreement shall be in writing and shall be deemed given if delivered personally or by facsimile transmission (receipt verified), mailed by registered mail (return receipt requested) to the Parties at the following addresses or such other addresses as may be designated in writing hereafter:

Client: Address: Rr. Abdi Toptani Torre Drin 5<sup>th</sup> floor  
Attn. Mrs. Iris Reçi  
Email: .....  
Tel: .....

Society: Address: "Rruga e Kavajës", Godina VILNIK Motors, Kati i II,  
Attn. Mr. Agostin Gjinaj  
Email: .....  
Tel: +355.....

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This Agreement is prepared in 2 (two) original copies in English language to be given to the Client and the Society respectively.

For and on behalf of the Client

The Director  
Mr. Nino Merola



For and on behalf of the Society Korado Sh.p.k

Administrator  
Mr. Agostin Gjinaj

