

**AGREEMENT FOR THE PROVISION OF CREATIVE, MEDIA, DIGITAL AND BTL SERVICES**

This agreement for provision of Creative, Media, Digital and BTL services (the "**Agreement**") is made as of October 16<sup>th</sup>, 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*

- **McCann Tirana Sh.p.k.** (hereinafter referred to as "**Agency**"), a limited liability company, having its registered address at Rr "Themistokli Gërmenji", Pallati Frasheri, Shkalla 1, Apartamenti 13, Tirana, Albania, legally represented by Mrs. Suela Shtylla, Albanian citizen, born ..... on ....., holder of the ID no. ...., in her capacity of the Administrator of McCann Tirana Sh.p.k.

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

WHEREAS

- (a) The Client is willing to receive the creative, media, digital and BTL services of design and development of the two Events, respectively named "Doors of Tomorrow" and "Made Together" (hereinafter referred to as "**Communication Services**");
- (b) The Client has requested the Agency to provide with the Services in accordance with the terms and conditions of this Agreement and Annex 1 attached to this Agreement;
- (c) The Agency 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 Agency will provide to the Client and the Client accepts from the Agency the provision of the following rights and Services:

- (a) Event "Doors of Tomorrow" (01-08 November 2017) based on all details herewith attached as Annex 1
- (b) Event "Made Together" (planned for December 2017, date to be specified) based on all details herewith attached as Annex 1

**3. DURATION**

3.1 This Agreement will come into effect on the date of its signature. The agreement will last till 30 December 2017. In case, due to causes of force majeure, the event Made Together will be postponed, the same service will be provided in another date chosen by mutual consent.

#### 4. PRICE & PAYMENT

4.1 The Agency and the Client acknowledge and agree that the total price for the provision of Services under article 2.1 of this Agreement is 33,160 Euro (thirty three thousand and one hundred and sixty euros) without including VAT 20%. The final price will not change. ( hereinafter refere to as "**Communication Services Cost**").

4.2 The "**Communication Services Cost**" includes the following (VAT excluded)"

- |  |                |
|--|----------------|
| a) Event "Doors of Tomorrow"                                 | 16.170,00 Euro |
| b) Event "Made Together"                                     | 15.490,00 Euro |
| c) Agency fee on Coordination, Production and Implementation | 1.500,00 Euro  |

4.3 The payment of the Communication Services as specified under 4.1 & 4.2 above shall be made in four tranches:

1. For the first event "Doors of Tomorrow" 50 % (8.460,00 Euro) within and no later than 30 (thirty) days from the signature of this Agreement.
2. 50 % ( 8.460,00 Euro) after the acceptance by the client of a digital report on activities concluded and communication materials produced.
3. For the the second event "Made Together", 50% (8.120,00 Euro) within and no later than 30 (thirty) from the official establishing of the date of the event, in any case no earlier then 15 november 2017.
4. 50 % ( 8.120,00 Euro) at the acceptance by the client of the annual report approved by the Client, after the delivery of a digital report on activities concluded and communication materials produced.

The payment shall be made at the bank account indicated by the Agency once the Agency has issued the fiscal invoice to the Client.

#### 5. OTHER OBLIGATIONS OF THE AGENCY

- 5.1 The Agency undertakes to provide the Client with all contracted Services in compliance with the terms and conditions set forth in this Agreement.
- 5.2 The Agency undertakes that all provided Services under this Agreement shall be of a high quality and comply with all technical standards.
- 5.3 The Agency 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 Agency as per article 8.1 below.
- 5.4 The Agency acknowledges and agrees that the Services to be provided under this Agreement are esential for implementation and operation of the Creative Services, as authorised by the Albanian competent authority. Therefore, the Agency 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 Communication Services and the Client.
- 5.5 The Agency 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 Agency shall promptly take any and all measures in order to restore the full operation of the Services, so that the Communication Services 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 Agency 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 Agency regarding the Services provided under this Agreement.
- 6.3 The Client undertakes to provide normal working conditions for the Agency'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 Agency 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 parties 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 Agency shall ensure and cause that any party contracted by the Agency 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 Agency 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 forwarding a 7 (seven) days prior written notice in case the Agency breaches any of its obligations under this Agreement.
- 8.2 The Agency is entitled to terminate this Agreement before the end date as per article 3.1 above and upon forwarding 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 Agency 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:

Agency: Address: "Bulevardi Gjergj Fishta", Pallati 146, Shkalla 1, Apartamenti 12,  
Tirana 1023, Albania  
Attn. Mrs. Alma Avllazagaj  
Email: .....  
Tel: +355.....

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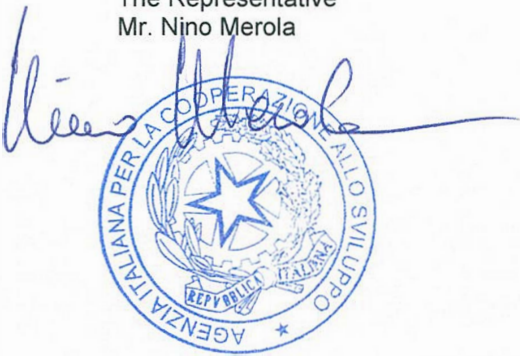
This Agreement is prepared in 2 (two) original copies in English language to be given to the Client and the Agency respectively.

For and on behalf of the Client

For and on behalf of the Agency

The Representative  
Mr. Nino Merola

Managing Director  
Mrs. Suela Shtylla

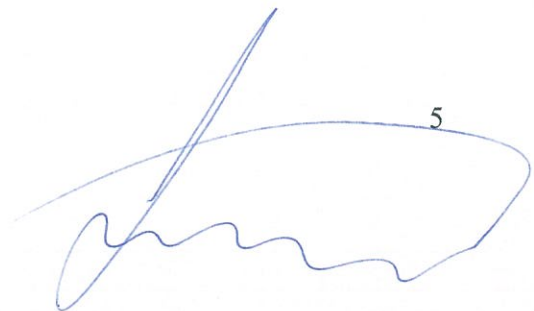


The seal is circular with a double border. The outer border contains the text "AGENZIA ITALIANA PER LA COOPERAZIONE ALLO SVILUPPO" at the top and "REPUBBLICA ITALIANA" at the bottom. In the center, there is a five-pointed star surrounded by a wreath.



The logo is circular with a double border. The outer border contains the text "ADVERTISING AGENCY" at the top and "ALBANIA" at the bottom. In the center, the word "McCANN" is written in a large, bold, sans-serif font, with "TIRANA" written in a smaller font below it.

ANNEX 1 – APPROVED FINANCIAL QUOTATION OF CREATIVE, MEDIA, DIGITAL AND BTL

A stylized handwritten mark or signature in blue ink, consisting of several overlapping loops and lines.A handwritten signature in blue ink, featuring a large, sweeping loop on the right side. The number '5' is written in small black text near the top of this loop.

# McCANN TIRANA

## Cost Estimation

Client: AICS Tirana

Project: Exhibition and Events

Disciplina: Creative, Media & BTL

Date: 18.09.2017

Currency: Eur

Agency: McCann Tirana

Contact Person: Energita Cekrezi

Mob: 06 7 609 6717

Address: Str. Themistokli Gërmenji,  
Pll. Frasheri, Sht. Ap13,  
Tirana, Albania

No.	Description	Unit	Cost/Unit	Value
<b>"Doors of Tomorrow" Activity</b>				
1	Creative: Art Direction and Visual development, campaign integration for different touch points, event concept, preparation of final materials for print and online communication	Service	EUR 1,000	EUR 1,000
2	Media campaign period 01 - 15/10: 10 CTL (both sides) booking and printing, print (newspapers & magazine) and Digital Media campaign (detailed MDP attached)	Service	EUR 7,000	EUR 7,000
3	Opening event: set up 7x2x03m covered with carpet, branded speaking stand & 4 lightening for stage and camera, audio system & 2 microphones (TBD lighting of the installations??)	Service	EUR 880	EUR 880
4	Welcome drink, finger food, 20 cocktail tables, service, 7 waitress, decoration of the finger food table - 200 prs	Service	EUR 2,700	EUR 2,700
5	Promo team (2 hostess & 1 supervisor), uniforms - 1 day	Service	EUR 250	EUR 250
6	Soundtrack	Service	EUR 500	EUR 500
7	Branding of the venue (entrance totem) - one installation	Production	EUR 1,200	EUR 1,200
8	Printing brochures - 1000 pcs	Production	EUR 0.8	EUR 800
9	Printing Invitations & envelopes - 200 pcs	Production	EUR 1.2	EUR 240
10	Photograph & video (2 days)	Service	EUR 600	EUR 600
11	Others & logistics	Service	EUR 1,000	EUR 1,000
			<b>Total</b>	<b>EUR 16,170</b>
<b>"Made Together" Activity</b>				
1	Creative service - Art Direction and Visual development, ID Logo, branding materials, media and press kits, preparation of animated presentation	Service	EUR 1,000	EUR 1,000
2	Venue Rental (TBD??)	1 day event	EUR 500	EUR 500
3	Set up equipments: Led Screen, Audio & video system, stage, podium, table, backdrop, etc	Service	EUR 1,800	EUR 1,800
4	Welcome drink, finger food, 20 cocktail tables, service, 7 waitress, decoration of the finger food table - 200 prs	Service	EUR 2,700	EUR 2,700
5	Branding venue	Service	EUR 1,500	EUR 1,500
6	Promo team (2 hostess & 1 supervisor), uniforms (from the previous event) - 1 day	Service	EUR 150	EUR 150
7	Translation Equipments & translator & headsets	Service	EUR 500	EUR 500
8	Photography & video	1 day	EUR 300	EUR 300
9	Awards	10 pcs	EUR 50	EUR 500
10	Printing Invitations & envelopes - 200 pcs	Production	EUR 1.2	EUR 240
11	Annual Report - 150 pcs, 150 pg, super premium quality production	Creative & Production	EUR 5,300	EUR 5,300
12	Others & logistics	Service	EUR 1,000	EUR 1,000
			<b>Total</b>	<b>EUR 15,490</b>
			<b>Total two events</b>	<b>EUR 31,660</b>
			<b>Agency fee on Cordination, Production and Implementation</b>	<b>EUR 1,500</b>
			<b>Grand Total</b>	<b>EUR 33,160</b>

**Notes:**

The above cost estimation are draft costs; to be proper concluded upon finalization and clarification on the project and specific items.

In the above costs VAT fee 20% is not included

