

AGREEMENT FOR THE PROVISION OF DIGITAL AND DESIGN SERVICES

This agreement for provision of digital services (the "**Agreement**") is made as of February 20th, 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 "Bulevardi Gjergj Fishta", Pallati 146, Shkalla 1, Apartamenti 12, Tirana, Albania, legally represented by Mrs. Suela Shtylla, Albanian citizen, born in 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 digital services of design and development of the website, hosting and monthly maintenance (hereinafter referred to as "**Promotional Activities**");
- (b) The Client has requested the Agency to provide with the Services in accordance with the terms and conditions of this Agreement;
- (c) The Agency wishes to provide the Services to the Client in accordance with the terms and conditions of 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) Design and development of the website based on all details herewith attached as Annex 1
- (b) Hosting configuration and deployment of the application online for 3 years
- (c) Maintenance (uploads, updates, backups, activity/hosting supervision etc.) for 1 year

(collectively also referred to as the "**Services**")

3. DURATION

3.1 The term of this Agreement shall be from February 20th 2017 to March 19th 2018.

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 3,150 Euro (three thousand and one hundred and fifty euros), (hereinafter the "**Development Cost**").

4.2 The **Development Cost** includes the following (VAT excluded):

- a) Development of the website 1,500 Euro
- b) Hosting for 3 years 450 Euro
- c) Maintenance for only 12 months 1,200 Euro
started from 19th April 2017 to 19th March 2018.

- 4.3 The payment of the Development Cost as specified under 4.2 above shall be made 50% within and no later than 30 (thirty) days from the signature date of this Agreement, and 50% at the publication of the website, at the bank account indicated by the Agency and provided that 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 essential for implementation and operation of the Promotional Activities, 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 Promotional Activities 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 Promotional Activities 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 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 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 serving 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 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 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 5th floor
Attn. Mrs. Iris Reçi
Email:
Tel:

Agency: Address: "Bulevardi Gjergj Fishta", Pallati 146, Shkalla 1, Apartamenti 12,
Tirana 1023, Albania
Attn. Mr. Elvin Civici
Email:
Tel:

* * * * *

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

Mr. Nino Merola



Mrs. Suela Shtylla



McCANN
TIRANA

Cost Estimation

Client: AICS Tirana
Project title: Website development
Discipline: Digital production
Country: Albania
Date: 07-Feb-17
Currency: EUR

Agency: McCann Tirana
Contact: Elvin Civici
Address: Blv. Gjergj Fishta 146, H1 Ap12,
Tirana 1023, Albania

No.	Short description	Technical specifications	Cost
1	Website development	Development based on customized WordPress template Responsive design and CMS Language module (SQ, ITA, ENG) Standard security measures SEO metadata and set-up of Google Analytics Training session for CMS (2-2.5 hours) Technical support after launch (1 month)	€ 1 500
2	Hosting	Up to 100 GB storage, unlimited bandwidth for 3 years	€ 450
3	Maintenance	<u>Yearly fee</u> for platform updates, information upload, support with stock pictures, best practices etc.	€ 1 200

Notes: Production duration is 30 working days.
This CE does NOT include VAT (20%).

