

Rep. Contr. nr. 12/5 '15
del 29.03.2017

AGREEMENT FOR THE PROVISION OF CREATIVE, DIGITAL AND PRODUCTION SERVICES

This agreement for provision of digital services (the "**Agreement**") is made as of March 29th, 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 creative, digital and production services of design and development of the Events, Brand Images, and Microsite "Diari" (hereinafter referred to as "**Creative 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 "Mediterranean Tourism Fair" (8-9 April 2017) based on all details herewith attached as Annex 1
- (b) Save The Children Event – SAVE THE WING (29 May 2017) based on all details herewith attached as Annex 1 – In case, for cause of major reason, this event will be cancelled and the Agency hasn't started to work on it, the same service will be considered for a similar event.
- (c) BRAND IMAGE AICS - Art director and Account for the period of 2 months based on all details herewith attached as Annex 1
- (d) Development of internal blogging microsite "Diari" based on all details herewith attached as Annex 1

3. DURATION

3.1 The term of this Agreement shall be from 04 April 2017 to the accomplish of the objects, no longer then 7 july.

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 5,784 Euro (five thousand and seven hundred and eighty four euros) without including VAT 20%.
- 4.2 The payment of the Creative Cost 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 delivering of a cohemprensive digital archive (dvd or USB pendrive) of the communication materials produced and approved by the Client., 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 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 Creative 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 Creative 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

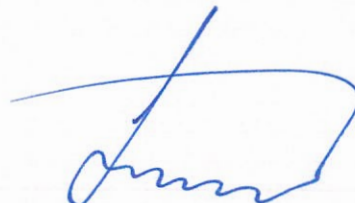
- 6.1 The Client undertakes to pay the Agency for the Services provided under this Agreement as per the specific terms and conditions provided herein.
- 6.2 The Client agrees to follow the technical instructions provided from the Agency regarding the Services provided under this Agreement.
- 6.3 The 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 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

The Director
Mr. Nino Merola

Managing Director
Mrs. Suela Shtylla



ANNEX 1 – APPROVED FINANCIAL QUOTATION OF CREATIVE, DIGITAL AND PRODUCTION SERVICES

McCANN TIRANA			
Cost Estimation			
Client: AICS Tirana Project: Creative Services Discipline: Events Country: Albania Date: 29-Mar-17 Currency: EUR		Agency: McCann Tirana Contact: Elvin Civid Address: Blv. Gjergj Fishta 146, H1 Apt2, Tirana 1023, Albania	
No.	Short description	Specifications	Cost
1	Event "Mediterranean Tourism Fair" (8-9 April 2017)	Creative concept, Art Direction - Visual development for stand branding	€750.00
		8 web pages (photo gallery + captions) linked to QR Codes printed on a panel of the stand	
		3 Print Ads (Half pages 27,5cm x 18,5cm) – Art direction and executive lay outs	
		3 postcards 15cm X 10cm executive lay outs (same creativity of the print ads)	
		Production Stand Branding: 4 branded panels for 2 stands. Approximate panels size: 4 m x 2,50 m, banner indoor, printing & mounting, transport.	€384.00
2	Save The Children Event – SAVE THE WING (29 May 2017)	Creative concept, Art Direction - Visual development for Event's Venue branding, Rogner conference hall	€1,100.00
		3 Print Ads (Half pages 27,5cm x 18,5cm) – Art direction and executive lay outs	
		3 postcards 15cm X 10cm executive lay outs (same creativity of the print ads)	€130.00
		Production 100 pes colored ballons, branded, with helium wing shaped	
		Media: 3 half pages 27,5cm x 18,5cm on Albanian Daily News	
3	BRAND IMAGE AICS - Art director and Account for the period of 2 months	Coordinated Image, 4 Animated Infographics 60" (illustrations, texts, icons), 7 email addresses @aicstirana.org, Database Google Drive.	€2,400.00
4	Development of internal blogging microsite "Diari"	Development based on customized WordPress template Responsive design and CMS Protected access and standard security measures Set-up of Google Analytics Training session for CMS (2-2.5 hours)	€600.00
Total			€5,784

Art Director and Account Fee is valid only for a trial period of 2 months.

The creative costs for Infographics does not include the production of the animation videos.

Stand branding Production cost in the above stated value is a rough estimation. The final CE will be calculated based on the final dimensions and technical specifications.

Notes:

The microsite will use the hosting plan from the main website.

Maintenance of the microsite is included in maintenance fee from the main website.

Microsite Production duration is 15 working days.

In the above stated prices VAT (20%) is not included.