

SERVICE CONTRACT

REFERENCE: 13B/2020 – CIG: 8396835771

The Italian Agency for Development Cooperation – Tirana's Office
Rruga Abdi Toptani, Torre Drin 5th floor, Tirana – Albania
of the one part,

and

Kube Studios
Rruga Mihal Duri 123/3
VAT number K81406077G
of the other part,

have agreed as follows:

PROJECT: NaturAlbania: capitalization and promotion actions in the territorial and environmental framework – AID 11928

CONTRACT TITLE: Communication Actions of the initiative NaturAlbania

Identification number: 13B/2020 – CIG: 8396835771

(1) Subject

- 1.1 The subject of this contract is “Communication Actions of the initiative NaturAlbania” in the framework of the project “NaturAlbania: capitalization and promotion actions in the territorial and environmental framework – AID 11928”, done in Albania with identification number 13B/2020 – CIG: 8396835771.
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to this contract.

(2) Contract value

This contract, established in 83,220 Euro, tax included, is a global price contract.

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- service contract and special conditions
- Annex I - general conditions
- Annex II - terms of reference
- Annex III - organisation and methodology
- Annex IV - key experts
- Annex V - budget
- Annex VI - financial identification
- Annex VII - legal entity
- Annex VIII – tender submission form and declaration on honour

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

Done in English in two originals, one for the Contracting Authority and one for the contractor.

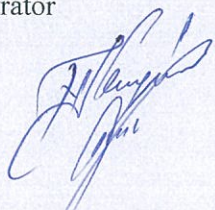
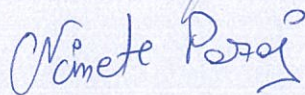
For the contractor

Name: Nimete Pazaj

Title: Administrator

Signature:

Date:

KUBA
Kube Studios sh.p.k. Tirana, Albania

For the Contracting Authority

Name: Nino Merola

Title: Representative

Signature:

Date:



SPECIAL CONDITIONS

Article 1 - Communications

The contact person for the Contracting Authority is

Name: Ernesto Spinelli

Phone: +

Email:

The contact person for the contractor is

Name: Nimete Pazaj

Phone: +

Email:

Article 2 - General obligations

The contractor must comply with the AICS Ethical Code of Conduct, the OCSE Anti-Bribery Code of Conduct for the Business Community, the OCSE and Italian Ministry of Foreign Affairs and International Cooperation Child Labour Code and the Albanian Legislation. Any evidence of misconduct or failure to comply with these codes will result in the cancellation of the contract. As well, the contractor shall be prosecuted by the competent authorities.

Article 3 - Implementation of the tasks and delays

- 3.1 The start date for implementation shall be the date of signature of the contract by both parties.
- 3.2 The period for implementing the tasks is 24 months from the start date.
- 3.3 Delays in the implementation of this contract must be agreed by both parties.

Article 4 - Interim and final reports

The contractor shall submit progress reports as specified in the Terms of reference, Annex II of this contract.



Article 5 - Approval of reports and documents

The Contracting Authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received, giving reasons should the reports or documents, or request amendments, be rejected. If the Contracting Authority does not provide any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the Contracting Authority if the contractor is not expressly provided with any comments within 45 days from the receipt of the report.

Article 6 - Payment and interest on late payment

6.1 Payments will be made in accordance with the following option:

Month	Type	EUR
1	Pre-financing payment	Not permitted
6	1 st Interim payment	25% of the contract value
12	2 nd Interim payment	25% of the contract value
18	3 rd Interim payment	25% of the contract value
24	Final payment	25% of the contract value
	Total	100% of the contract value

6.2 The payment shall be based on the contractor's invoice accompanied by interim and/or final reports which are subject to approval by the Contracting Authority.

6.3 The Contracting Authority shall perform the payment and/or payments within 60 days after the acceptance of the interim and/or final reports delivered by the contractor.

6.4 Payments will be made in Euro into the bank account notified by the contractor to the Contracting Authority.

Article 7 - Financial guarantee

7.1 No pre-financing guarantee is required.

Article 8 - Settlement of disputes

Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be settled in accordance with the national legislation of Albania.

Article 9 - Data protection

Processing of personal data related to the implementation of the contract by the Contracting Authority takes place in accordance with the national legislation of the State of the Contracting Authority.

