

## SERVICE CONTRACT

**REFERENCE: CIG: ZA834D0ACE**

The Italian Agency for Development Cooperation –AICS Tirana Office  
Abdi Toptani Street, Torre Drin Building, 5th floor, Tirana – Albania NIPT J61912009P

of the one part,

and

Consortium KUBE STUDIOS SH.pk (+ WHY Worry Production S.r.l.)

of the other part,

have agreed as follows:

**PROJECT:** EU for economic development – Tourism led, local, economic development, with a focus on cultural heritage

**CONTRACT TITLE:** Communication and Advertising Services

**Identification number:** CIG: ZA834D0ACE

### (1) Subject

1.1 The subject of this contract is “Advertising and communication services” in the framework of the project “EU for economic development – Tourism led, local, economic development, with a focus on cultural heritage”, done in Albania with identification number CIG: ZA834D0ACE

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 289.740,00 Euro, VAT excluded, 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:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);

- the Terms of Reference [including clarification before the deadline for submitting tenders] (Annex II)
- the Organisation and Methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Key experts (Annex IV)
- Budget (Annex V);
- specified forms and other relevant documents (Annex VI));

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: KUBE  
Studios Sh.pk  
Company  
Administrator

Signature:

Date:

*Nimete Pazaj*  
*19.09.2022*

**For the Contracting Authority**

Name: Stefania  
VIZZACCARO

Title: AICS Brana  
Representative

Signature:

Date:

*Stefania Vizzaccaro*  
*08.09.2022*




## **SPECIAL CONDITIONS**

### **Article 2 - Communications**

The contact person for the Contracting Authority is

Name: Ernesto Spinelli  
E-mail:

The contact person for the contractor is

Name: Nimete Pazaj  
Phone:  
Email:

**Article 4** – Subcontracting is not allowed

### **Article 7 - 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.

*A signed a stamped declaration by the contractor will be annexed to the contract.*

### **Article 12 – Liabilities**

12.2 By way of derogation from article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from contractor's liability in respect of the Contracting Authority is capped in an amount equal to the contract value.

### **Article 19 - Implementation of the tasks and delays**

- 19.1 The start date for implementation shall be the date of signature of the contract by both parties;
- 19.2 The period for implementing the tasks is 48 months from the start date;
- 19.3 All the material produced must bear the European Union logo and AICS logo and specify that the project is entirely financed by the European Union
- 19.4 Delays in the implementation of this contract must be formally agreed by both parties;
- 19.5 Any delay by the Contractor in the execution of the service beyond the times established by this contract entails that has not been formally agreed and authorized by AICS, except in cases of force majeure not attributable to him, the application of a penalty equal to 0.5 per thousand of the net contractual amount for each day of delay. The request or payment of the penalty shall in no case exempt the Contractor from fulfilling the contractually envisaged service. If the amount of the penalties determined on the basis of this article reaches 10% of the net





contractual amount or in any other case in which, during the execution, breaches of the Contractor emerge such as to cause appreciable damage to the Client, the Client may terminate the contract due to serious breach by the Contractor and reserves the right to take action for compensation for damage. The Contractor shall also reimburse the Client for any higher costs incurred by the Client in order to have others perform

#### **Article 26 - Interim and final reports**

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

#### **Article 27 - 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 29- Payment and interest on late payment**

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

<b>Month</b>	<b>Type</b>	<b>EUR</b>
<b>12</b>	<b>1<sup>st</sup> Interim payment</b>	25% of the contract value
<b>24</b>	<b>2<sup>nd</sup> Interim payment</b>	25% of the contract value
<b>36</b>	<b>3<sup>rd</sup> Interim payment</b>	25% of the contract value
<b>48</b>	<b>Final payment</b>	25% of the contract value
	<b>Total</b>	100% of the contract value

29.2 The payment shall be based on the contractor's invoice accompanied by an interim reports (for the interim payments) and 1 final report (for the final payment) which are subject to approval by the Contracting Authority.





29.3 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.

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

**Article 30 - Financial guarantee**

7.1 N/A

**Article 40- Settlement of disputes**

Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Albania applying the Italian legislation.

**Article 42 - 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.



GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR  
EXTERNAL ACTIONS FINANCED BY THE EUROPEAN UNION OR BY THE  
EUROPEAN DEVELOPMENT FUND

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December 2021



# PRELIMINARY PROVISIONS

## ARTICLE 1. DEFINITIONS

- 1.1. The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. The word "country" shall be deemed to include State or Territory.
- 1.4. Words designating persons or parties shall include firms, companies, and any organisation having legal capacity.
- 1.5. The definitions of the terms used throughout these general conditions are laid down in the "Glossary of terms", Annex A1a to the practical guide, which forms an integral part of the contract.

## ARTICLE 2. COMMUNICATIONS

- 2.1. Unless otherwise specified in the special conditions, any written communication relating to this contract between the contracting authority or the project manager, and the contractor shall state the contract title and identification number, and shall be sent by post, facsimile transmission, e-mail or personal delivery to the appropriate addresses designated by the Parties for that purpose in the special conditions.
- 2.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 2.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "consent", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 2.4. Any oral instructions or orders shall be confirmed in writing.

## ARTICLE 3. ASSIGNMENT

- 3.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.
- 3.2. The contractor shall not, without the prior consent of the contracting authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
  - (a) a charge, in favour of the contractor's bankers, of any monies due or to become due under the contract; or
  - (b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.
- 3.3. For the purpose of Article 3.2, the approval of an assignment by the contracting authority shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.





- 3.4. If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.
- 3.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

#### **ARTICLE 4. SUBCONTRACTING**

- 4.1. A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.
- 4.2. The contractor shall request to the contracting authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. For the avoidance of doubt, where experts are not directly contracted or employed by the contractor but through a third party, the latter is a subcontractor. The contracting authority shall notify the contractor of its decision, within 30 days of receipt of the request, stating reasons should it withhold such authorisation.
- 4.3. No subcontract creates contractual relations between any subcontractor and the contracting authority.
- 4.4. The contractor shall be responsible for the acts, defaults and negligence of any subcontractor and any member of their personnel ( experts, agents or employees), as if they were the acts, defaults or negligence of the contractor. The approval by the contracting authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the services shall not relieve the contractor of any of its obligations under the contract. If a subcontractor is found by the contracting authority or the project manager to be incompetent in discharging its duties, the contracting authority or the project manager may request the contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the contracting authority as a replacement, or to resume the implementation of the tasks itself.
- 4.5. Subcontractors shall satisfy the eligibility criteria applicable to the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.
- 4.6. Those services entrusted to a subcontractor by the contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by the contracting authority.
- 4.7. If the contractor enters into a subcontract without approval, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

### **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

#### **ARTICLE 5. SUPPLY OF INFORMATION**

- 5.1. The contracting authority shall supply the contractor promptly with any information and/or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to the contracting authority at the end of the period of implementation of the tasks.
- 5.2. The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.
- 5.3. The contracting authority shall give notification to the contractor of the name and address of the project manager.



## **ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS**

- 6.1. The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the contractor in the performance of its obligations under the contract. The contracting authority may provide the assistance requested to the contractor at the contractor's cost.
- 6.2. Subject to the provisions of the laws and regulations on foreign labour of the country in which the services have to be rendered, the contracting authority provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the services are rendered, including work and residence permits, for the personnel whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

## **OBLIGATIONS OF THE CONTRACTOR**

### **ARTICLE 7. GENERAL OBLIGATIONS**

- 7.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 7.2. The contractor shall comply with any administrative orders given by the project manager. Where the contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the scope of the contract he shall give notice, with reasons, to the project manager. If the contractor fails to notify within the 30-day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.
- 7.3. The contractor shall supply, without delay, any information and documents to the contracting authority and the European Commission upon request, regarding the conditions in which the contract is being executed.
- 7.4. The contractor shall respect and abide by all laws and regulations in force in the partner country and shall ensure that its personnel, their dependents, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the contracting authority against any claims and proceedings arising from any infringement by the contractor, its employees and their dependents of such laws and regulations.

Contractors must ensure that the subcontractors and all natural persons linked to the contract, including participants to workshops and/or trainings, do not include entities/persons included in the lists of EU restrictive measures.

- 7.5. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.
- 7.6. Subject to Article 7.8, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its personnel the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority declares the contract to be confidential.



- 7.7. If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the contracting authority. Any alteration of the composition of the consortium without the prior consent of the contracting authority may result in the termination of the contract.
- 7.8. Save where the European Commission requests or agrees otherwise, the contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the contractor shall implement among other actions the specific activities described in the special conditions. All measures must comply with the Communication and Visibility Requirements for European Union External Actions laid down and published by the European Commission. ([https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\\_en](https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en))
- 7.9. Any records shall be kept for a 7-year period after the final payment made under the contract as laid down in Article 24. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

## ARTICLE 8. CODE OF CONDUCT

- 8.1. The contractor shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of the contracting authority. It shall not commit the contracting authority in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.
- 8.2. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other form of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards, he shall report it in writing within 30 days to the contracting authority.
- 8.3. The contractor and its personnel shall respect human rights, applicable data protection rules and the environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 8.4. The contractor or any of its subcontractors, agents or personnel shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The contractor shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption.



- 8.5. The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its personnel must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.
- 8.6. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The contracting authority and the European Commission may carry out documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.
- 8.7. The respect of the code of conduct set out in the present article constitutes a contractual obligation.

Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 34 of the General Conditions. In addition, failure to comply with the provisions set out in the present Article can be qualified as grave professional misconduct that may lead to either suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.

#### **ARTICLE 9. CONFLICT OF INTEREST**

- 9.1. The contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests, which may arise during performance of the contract, shall be notified to the contracting authority without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.
- 9.2. The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The contractor shall ensure that its personnel, including its management, is not placed in a situation, which could give rise to conflict of interests. Without prejudice to its obligations under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its personnel exposed to such a situation.
- 9.3. The contractor shall refrain from any contact which would compromise its independence or that of its personnel.
- 9.4. The contractor shall limit its role in connection with the project to the provision of the services described in the contract.
- 9.5. The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stages of the project does not constitute unfair competition, he may participate, subject to the prior approval of the contracting authority.
- 9.6. Civil servants and other personnel of the public administration of the country where the services have to be rendered, regardless of their administrative situation, shall not be contracted or employed as experts unless the prior approval has been granted by the European Commission.



## **ARTICLE 10. ADMINISTRATIVE SANCTIONS**

10.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,

- a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract or has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;
- b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years.

10.2. In the situations mentioned in Article 10.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total value of the contract.

10.3. Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.

10.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the contractor.

## **ARTICLE 11. SPECIFICATIONS AND DESIGNS**

11.1. The contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the contracting authority and taking into account the latest design criteria.

11.2. The contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

## **ARTICLE 12. LIABILITIES**

12.1. Liability for damage to services

Without prejudice to Article 30 (financial guarantee) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks and approval of reports and documents under Articles 26 and 27.

After the completion of the implementation of the tasks, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the services by the contractor, its personnel, its subcontractors and any person for which the contractor is answerable, during any operation performed to complete any work left, as the case may be, pending or to comply with its obligations under Articles 26 and 27, particularly if the contract is performed in phases.

Compensation for damage to the services resulting from the contractor's liability in respect of the contracting authority is capped at the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its personnel, its subcontractors and any person for which the contractor is answerable, can in no case be capped.



The contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract, even after approval of the reports and documents, or by default for a period of 10 years.

#### 12.2. Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused during the performance of the services, to the contracting authority by the contractor, its personnel, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its personnel, its subcontractors and any person for which the contractor is answerable.

#### 12.3. Contractor's liability in respect of third parties

Without prejudice to Article 14.9, the contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its personnel, its subcontractors and/or any person for which the contractor is answerable, in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

If the contracting authority chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defense incurred by the contracting authority, its agents and employees.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's personnel, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

12.4. The contractor shall treat all claims in close consultation with the contracting authority

12.5. Any settlement or agreement settling a claim requires the prior express written consent of the contracting authority and the contractor.

### **ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS**

#### 13.1. Medical arrangement

The contracting authority may condition the performance of the services to the production, by the contractor, of a recent medical certificate attesting that the contractor itself, its personnel, its subcontractors and/or any person for which the contractor is answerable, are fit to implement the services required under this contract.

#### 13.2. Insurance – general issues

- a) At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.
- b) At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing



that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

- c) Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.
- d) The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.
- e) The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.
- f) The contractor shall ensure that its personnel, its subcontractors and any person for whom the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its personnel, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.
- g) Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the services are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.
- h) The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.
- i) In any event, the contractor shall take out the insurance referred to below.

### 13.3. Insurance – Specific issues

- a) The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.
- b) The contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:
  - i. all medical expenses, including hospital expenses;
  - ii. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;
  - iii. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

In the absence of adequate insurance, the contracting authority may bear such costs to the benefit of the contractor itself, its personnel, its subcontractors and any person for which the contractor is answerable. This bearing of the costs by the contracting authority shall be subsidiary and may be claimed against the contractor, its subcontractors and any person who



should have taken out this insurance, without prejudice to the compensation of the contracting authority's possibly resulting damage.

- c) The contractor shall take out insurance policies providing coverage of the contractor itself, its personnel, its subcontractors and any person for which the contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the contracting authority against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate personnel, where appropriate, the contractor shall in addition comply with the laws and regulations applicable in the country of origin.
- d) The contractor shall also insure the personal effects of its employees, experts and their families located in the partner country against loss or damage.

#### 13.4. Security arrangements

The contractor shall put in place security measures for its employees, experts and their families located in the partner country, commensurate with the physical danger (possibly) facing them.

The contractor shall also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the partner country are exposed and for keeping the contracting authority informed of the situation. If the contracting authority or the contractor becomes aware of an imminent threat to the life or health of any of its employees, experts or their families, the contractor must take immediate emergency action to remove the individuals concerned to safety. If the contractor takes such action, he must communicate this immediately to the project manager and this may lead to suspension of the contract in accordance with Article 35.

### **ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

- 14.1. A 'result' shall be any outcome of the implementation of the contract and provided as such by the contractor.
- 14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the contracting authority from the moment these results or rights are delivered to it and accepted by it. The contracting authority may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit. Where the contract implements a financing agreement and relates to any study, the partner country(ies) with whom this financing agreement was signed also enjoys all the rights conferred by this article on the contracting authority.
- 14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the contractor to the contracting authority.
- 14.4. The above vesting of rights in the contracting authority under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the contracting authority and the contractor.
- 14.5. The contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. If the contracting authority so requires, the contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).
- 14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or



materials acquired, compiled or prepared by the contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the contracting authority unless otherwise specified. The contractor shall, upon completion of the contract, deliver all such documents and data to the contracting authority. The contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the contracting authority.

- 14.7. The contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the contractor in the course of the contract for purposes other than its performance, without the prior consent of the contracting authority.
- 14.8. By delivering the results, the contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- 14.9. The contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

## **NATURE OF THE SERVICES**

### **ARTICLE 15. THE SCOPE OF THE SERVICES**

- 15.1. The scope of the services is specified in Annex II and Annex III.
- 15.2. Where the contract is for an advisory function for the benefit of the contracting authority and/or project manager in respect of all the technical aspects of the project, which may arise out of its implementation, the contractor shall not have decision-making responsibility.
- 15.3. Where the contract is for management of the implementation of the project, the contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the project manager's authority.
- 15.4. If the contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The contracting authority shall provide the contractor with the information necessary for drawing up the administrative part of the tender dossier.

### **ARTICLE 16. PERSONNEL**

- 16.1. For fee-based contracts, without prejudice to paragraph 4 of this Article, the contractor must inform the contracting authority of all personnel which the contractor intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the personnel and, where appropriate, the specialisation required. The contracting authority shall have the right to oppose the contractor's choice of personnel.
- 16.2. All those working on the project with the approval of the contracting authority shall commence their duties on the date or within the period laid down in Annex II and/or



Annex III, or, failing this, on the date or within the periods notified to the contractor by the contracting authority or the project manager.

16.3. Save as otherwise provided in the contract, those working on the contract shall reside close to their normal place of posting. Where part of the services is to be performed outside the partner country, the contractor shall keep the project manager informed of the names and qualifications of personnel assigned to that part of the services.

16.4. The contractor shall:

- (a) forward to the project manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the personnel;
- (b) inform the project manager of the date of arrival and departure of each member of personnel;
- (c) submit to the project manager for its approval a timely request for the appointment of any non-key experts.

16.5. The contractor shall provide its personnel with all financial and technical means needed to enable them to carry out their tasks described under this contract efficiently.

16.6. Experts employed or contracted, directly or indirectly, by the contractor do not have any contractual relations with the contracting authority.

#### **ARTICLE 17. REPLACEMENT OF PERSONNEL**

17.1. The contractor shall not make changes to the agreed personnel without the prior approval of the contracting authority. The contractor must on its own initiative propose a replacement in the following cases:

- (a) In the event of death, in the event of illness or in the event of accident of an agreed personnel;
- (b) If it becomes necessary to replace an agreed personnel for any other reasons beyond the contractor's control (e.g. resignation, etc.).

17.2. In the course of performance, the contracting authority can order an agreed personnel to be replaced. This shall be done on the basis of a written and justified request to which the contractor and the agreed personnel have had the opportunity to provide observations.

17.3. Where an agreed personnel must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed personnel who has been replaced. Where the contractor is unable to provide a replacement with equivalent qualifications and/or experience, the contracting authority may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

17.4. Additional costs incurred by the replacement of an agreed personnel are the responsibility of the contractor. The contracting authority makes no payment for the period when the agreed personnel to be replaced is absent. The replacement of any agreed personnel, whose name is listed in Annex IV of the contract, must be proposed by the contractor within 15 calendar days from the first day of the agreed personnel's absence. If after this period the contractor fails to propose a replacement in accordance with Article 17.3 above, the contracting authority may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced. The contracting authority must approve or reject the proposed replacement within 30 days.

17.5. The partner country may be notified of the identity of the agreed personnel proposed to be added or replaced in the contract to obtain its approval. The partner country must not withhold its approval unless it submits duly substantiated and justified objections to the

proposed experts in writing to the contracting authority within 15 days of the date of the request for approval.

#### **ARTICLE 18. TRAINEES**

- 18.1. If required in the terms of reference, the contractor shall provide training for the period of implementation of the tasks for trainees assigned to it by the contracting authority under the terms of the contract.
- 18.2. Instruction by the contractor of such trainees shall not confer on them the status of employees of the contractor. However, they must comply with the contractor's instructions, and with the provisions of article 8, as if they were employees of the contractor. The contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.
- 18.3. Unless otherwise provided in the contract, allowance for trainees covering notably travel, accommodation and all other expenses incurred by the trainees shall be borne by the contracting authority.
- 18.4. The contractor shall report at quarterly intervals to the contracting authority on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

### **PERFORMANCE OF THE CONTRACT**

#### **ARTICLE 19. IMPLEMENTATION OF THE TASKS AND DELAYS**

- 19.1. The special conditions fix the date on which implementation of the tasks is to commence.
- 19.2. The period of implementation of tasks shall commence on the date fixed in accordance with Article 19.1 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted.
- 19.3. If the contractor fails to perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.
- 19.4. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.
- 19.5. If the contracting authority has become entitled to claim 15% of the contract value, it may, after giving notice to the contractor:
  - (a) terminate the contract, and;
  - (b) enter into a contract with a third party to complete the services, at the contractor's cost.

#### **ARTICLE 20. AMENDMENT TO THE CONTRACT**

- 20.1. Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, replacement of an agreed personnel whose curriculum vitae is part of the contract and change of the period of implementation shall be formalised by





means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:

- (a) An addendum for amendment may be requested only during the period of execution of the contract;
- (b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the contractor, the contracting authority may accept a different notice period.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.

20.2. Additionally, the project manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the contractor, according to the following principles:

- a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;
- b) Prior to the issuance of any administrative order, the project manager shall notify the contractor of the nature and the form of the proposed amendment.

The contractor shall then, without delay, submit to the project manager a written proposal containing:

- (i) all measures required to comply with the requested amendment,
- (ii) an updated timetable for implementation of the tasks, and,
- (iii) if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar. When the tasks are not similar, the contractual fee rates shall be applied when reasonable.

Following receipt of the contractor's proposal, the project manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the project manager decides that the amendment shall be carried out, it shall notify the contractor through an administrative order stating that the contractor shall carry out the amendment at the prices and under the conditions given in the contractor's proposal or as modified by the project manager in agreement with the contractor.

- c) On receipt of the administrative order, the contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.
- d) For fee-based contracts, administrative orders that have an impact on the contractual budget are limited to transfers within the fees, or transfers from the fees to the incidental expenditures, within the limits of Article 20.3.
- e) For global price contracts, administrative orders cannot have an impact on the contractual budget.

20.3. No amendment either by means of addendum or through administrative order shall lead to decreasing the amount within the contractual budget allocated to expenditure verification, or change the award conditions prevailing at the time the contract was awarded.

20.4. Any amendment carried out by the contractor without an administrative order or without an addendum to the contract is not allowed and made at the contractor's own financial risk.



- 20.5. Where an amendment is required by a default or breach of contract by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.
- 20.6. The contractor shall notify the contracting authority of any change of address and bank account using the form in Annex VI to notify any change in its bank account. The contracting authority shall have the right to oppose the contractor's change of bank account. The contractor shall notify the contracting authority of any change of auditor, which the contracting authority needs to approve.

#### **ARTICLE 21. WORKING HOURS**

- 21.1. The days and hours of work of the contractor or the contractor's personnel shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services.

#### **ARTICLE 22. LEAVE ENTITLEMENT**

- 22.1. For fee-based contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by the project manager.
- 22.2. For fee-based contracts, the fee rates are deemed to take into account the annual leave of up to 2 months for the contractor's personnel during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 22.3. The contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the contractor. The contractor shall inform the project manager of any impact of such leave on the period of implementation of the tasks.

#### **ARTICLE 23. INFORMATION**

- 23.1. The contractor shall provide any information relating to the services and the project to the project manager, the European Commission, the European Court of Auditors or any person authorised by the contracting authority.
- 23.2. The contractor shall allow the project manager or any person authorised by the contracting authority or the contracting authority itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

#### **ARTICLE 24. RECORDS**

- 24.1. The contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the contractor's invoice(s) have been duly incurred for the performance of the services.
- 24.2. For fee-based contracts, timesheets recording the days or hours worked by the contractor's personnel shall be maintained by the contractor. The timesheets filled in by the experts shall be confirmed on a monthly basis by the contractor and shall be approved by the project manager or any person authorised by the contracting authority or the contracting authority itself. The amounts invoiced by the contractor must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input shall be rounded to the nearest whole number of days worked for the purposes of invoicing.



- 24.3. Any records must be kept for a seven year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

## **ARTICLE 25. VERIFICATIONS, CHECKS AND AUDITS BY EUROPEAN UNION BODIES**

- 25.1. The contractor shall allow the European Commission, the European Anti-Fraud Office, the European Public Prosecutor's Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, European Union bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the contract. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the contract. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.
- 25.2. Furthermore, the contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.
- 25.3. To this end, the contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office, of the European Public Prosecutor's Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office, the European Public Prosecutor's Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The contractor shall inform the contracting authority of their precise location.
- 25.4. The contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office, the European Public Prosecutor's Office and of the European Court of Auditors to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.
- 25.5. Failure to comply with the obligations set forth in Article 25.1 to 25.4 constitutes a case of serious breach of contract.

## **ARTICLE 26. INTERIM AND FINAL REPORTS**

- 26.1. Unless otherwise provided in the terms of reference, the contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the contractor by the project manager during the period of implementation of the tasks.



- 26.2. All invoices must be accompanied by an interim or final report. All invoices for fee-based contracts must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.
- 26.3. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.
- 26.4. This final progress report shall be forwarded to the project manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the contracting authority.
- 26.5. Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the contractor.
- 26.6. Interim and final progress reports are covered by the provisions of Article 14.

#### **ARTICLE 27. APPROVAL OF REPORTS AND DOCUMENTS**

- 27.1. The approval by the contracting authority of reports and documents drawn up and forwarded by the contractor shall certify that they comply with the terms of the contract.
- 27.2. Where a report or document is approved by the contracting authority subject to amendments to be made by the contractor, the contracting authority shall prescribe a period for making the amendments requested.
- 27.3. Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.
- 27.4. Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the contracting authority, of the preceding phase except where the phases are carried out concurrently.
- 27.5. The contracting authority's time limit for accepting reports or documents shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the special conditions.

### **PAYMENTS & DEBT RECOVERY**

#### **ARTICLE 28. EXPENDITURE VERIFICATION**

- 28.1. No expenditure verification report is required for global price contracts.
- 28.2. Before payments are made for fee-based contracts, an external auditor must examine and verify the invoices and the financial reports sent by the contractor to the contracting authority. The auditor shall meet the requirements set out in the terms of reference for expenditure verification and shall be approved by the contracting authority.
- 28.3. The auditor must satisfy itself that relevant, reliable and sufficient evidence exists that:
  - (a) the experts employed by the contractor for the contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and
  - (b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the contractor in accordance with the requirements of the terms of reference of the contract.



On the basis of its verification, the auditor submits to the contractor an expenditure verification report in accordance with the model in Annex VII.

- 28.4. The contractor grants the auditor all access rights mentioned in Article 25.
- 28.5. The contracting authority reserves the right to require that the auditor be replaced if considerations, which were unknown when the contract was signed, cast doubt on the auditor's independence or professional standards.

#### **ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT**

- 29.1. Payments will be made in accordance with one of the options below, as identified in the special conditions.

##### Option 1: Fee-based contract:

The contracting authority will make payments to the contractor in the following manner:

1. A first payment of pre-financing, if requested by the contractor, of an amount up to maximum 20% of the maximum contract value stated in point 2 of the contract, within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30.
2. Six-monthly further interim payments, as indicated in the special conditions, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report and an expenditure verification report, subject to approval of those reports in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80 % of the maximum contract value stated in point 2 of the contract has been paid (pre-financing and interim payments) the amounts due to the contractor shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payment is made.
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in point 2 of the contract, after deduction of the amounts already paid, within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report and a final expenditure verification report, subject to approval of those reports in accordance with Article 27.

##### Option 2: Global price contract:

If the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

If the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the contracting authority will make payments to the contractor in the following manner:



1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
  2. one interim payment at the end of each 12 months of implementation of the contract, of an amount corresponding to the outputs delivered, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report, subject to approval of this report in accordance with Article 27;
  3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
  4. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.
- 29.2. The date of payment shall be the date on which the paying account is debited. The invoice shall not be admissible if one or more essential requirements are not met. Without prejudice to Article 36.2, the contracting authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the project manager by notifying the contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the contracting authority thinks it necessary to conduct further checks. In such cases, the contracting authority shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the contracting authority. If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.
- 29.3. Once the deadline referred to above has expired, the contractor - unless it is a government department or public body in an EU Member State - shall, within two months of receiving late payment, receive default interest:
- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
  - at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the contracting authority's account is debited (inclusive).

By way of exception, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

- 29.4. Payments due by the contracting authority shall be made into the bank account mentioned on the financial identification form completed by the contractor. A new financial identification form must be used to report any change of bank account and must be attached to the invoice.
- 29.5. Payments shall be made in euro or in the national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the general conditions. Where payment is in Euro, for the purposes of



the provision for incidental expenditure, actual expenditure shall be converted into Euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated. Where payment is in the national currency, it shall be converted into the national currency at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.

- 29.6. For fee-based contracts, invoices shall be accompanied by copies of, or extracts from, the corresponding approved timesheets referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 29.7. Payment of the final balance shall be subject to performance by the contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the contracting authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the contractor and approved as satisfactory by the contracting authority.
- 29.8. The payment obligations of the European Commission under the contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.
- 29.9. Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority may suspend payments as a precautionary measure without prior notice. A payment may be suspended for the duration of an audit or an OLAF investigation.
- 29.10. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 35.2 and terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late. The measures described in this paragraph may equally be adopted by the European Commission in pursuance of its administrative powers under the Financial Regulation (Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018, OJ-L 193/30.07.2018, p.1).
- 29.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

#### **ARTICLE 30. FINANCIAL GUARANTEE**

- 30.1. Unless otherwise provided for in the special conditions, the contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority. This financial guarantee shall remain valid until it is released by the contracting authority in accordance with Article 30.5 or Article 30.6, as appropriate. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.



- 30.2. The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.
- 30.3. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, or the financial guarantee ceases to be valid, and the contractor fails to replace it, either a deduction equal to the amount of the pre-financing may be made by the contracting authority from future payments due to the contractor under the contract, or the contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.
- 30.4. If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the contracting authority by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.
- 30.5. For fee-based contracts, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.
- 30.6. For global price contracts, (i) if the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the financial guarantee shall remain in force until the final payment has been made, and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

#### **ARTICLE 31. RECOVERY OF DEBTS FROM THE CONTRACTOR**

- 31.1. The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority before the deadline indicated in the debit note which is 45 days from the issuing of that note.
- 31.2. Should the contractor fail to make repayment within the above deadline; the contracting authority may (unless the contractor is a government department or public body of an EU Member State) increase the amounts due by adding interest:
- (a) at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,
- (b) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which the payment is actually made. Any partial payments shall first cover the interest thus established.

- 31.3. Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the contractor. This shall not affect the party's right to agree on payment in installments.
- 31.4. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.
- 31.5. Without prejudice to the prerogative of the contracting authority, if necessary, the European Union may as a donor proceed itself to the recovery by any means.



## **ARTICLE 32. REVISION OF PRICES**

32.1. The contract shall be at fixed prices, which shall not be revised.

## **ARTICLE 33. PAYMENT TO THIRD PARTIES**

33.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3. The assignment shall be notified to the contracting authority.

33.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.

33.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the contracting authority shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

## **BREACH OF CONTRACT, SUSPENSION AND TERMINATION**

### **ARTICLE 34. BREACH OF CONTRACT**

34.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.

34.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:

- a) damages; and/or
- b) termination of the contract.

34.3. Damages may be either:

- a) general damages; or
- b) liquidated damages.

34.4. Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority is without prejudice to its right under article 34.2, also entitled to the following remedies;

- a) suspension of payments; and/or
- b) reduction or recovery of payments in proportion to the failure's extent.

34.5. Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.

34.6. The contracting authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

### **ARTICLE 35. SUSPENSION OF THE CONTRACT**

35.1. The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.

35.2. Suspension of the contract in the event of presumed breach of obligations or irregularities or fraud: The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award

procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.

- 35.3. During the period of suspension, the contractor shall take such protective measures as may be necessary.
- 35.4. Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:
- a) otherwise provided for in the contract; or
  - b) such suspension is necessary by reason of some breach or default of the contractor; or
  - c) the presumed breach of obligations or irregularities or fraud mentioned in article 35.2 are confirmed and attributable to the contractor.
- 35.5. The contractor shall only be entitled to such additions to the contract price if it notifies the project manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.
- 35.6. The contracting authority, after consulting the contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority be fair and reasonable.
- 35.7. The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period of suspension exceeds 90 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract within 30 days, or terminate the contract.

#### **ARTICLE 36. TERMINATION BY THE CONTRACTING AUTHORITY**

- 36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.8, terminate the contract, except as provided for under Article 36.2.
- 36.2. Subject to any other provision of these general conditions the contracting authority may, by giving seven days' notice to the contractor, terminate the contract in any of the following cases where:
- (a) the contractor is in serious breach of contract for failure to perform its contractual obligations;
  - (b) the contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
  - (c) the contractor refuses or neglects to carry out any administrative orders given by the project manager;
  - (d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;
  - (e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to that contractor;
  - (f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;
  - (g) any other legal disability hindering performance of the contract occurs;
  - (h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;



- (i) the contractor has been guilty of grave professional misconduct or has committed an irregularity proven by any means which the contracting authority can justify, within the meaning of Article 10.1(a) (b);
- (j) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings, circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose.
- (k) the contractor, in the performance of another contract financed by the EU budget/EDF funds, has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the European Commission, the contracting authority, OLAF or the Court of Auditors;
- (l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;
- (m) the award procedure or the performance of another contract financed by the EU budget/EDF funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;
- (n) the contractor fails to perform its obligation in accordance with Article 8 and Article 9;
- (o) the contractor is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the contract.
- (p) the contractor is in breach of the data protection obligations resulting from Article 42 of these general conditions.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m), (n) and (p) may refer also to subcontractors.

- 36.3. Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, complete the services itself, or conclude any other contract with a third party, at the contractor's own expense. The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.
- 36.4. Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 36.5. The project manager shall, as soon as possible after termination, certify the value of the services and all sums due to the contractor as at the date of termination.
- 36.6. The contracting authority shall not be obliged to make any further payments to the contractor until the services are completed. After the services are completed, the contracting authority shall recover from the contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the contractor.
- 36.7. If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it



has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the special conditions.

- 36.8. Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- 36.9. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

#### **ARTICLE 37. TERMINATION BY THE CONTRACTOR**

- 37.1. The contractor may, after giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:
- a) fails for more than 120 days to pay the contractor the amounts due after the expiry of the time limit stated in Article 29; or
  - b) consistently fails to meet its obligations after repeated reminders; or
  - c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not attributable to the contractor's breach or default.
- 37.2. Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.
- 37.3. In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered. Such additional payment must not be such that the total payments exceed the amount specified in Article 2 of the contract.

#### **ARTICLE 38. FORCE MAJEURE**

- 38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure*, which arise after the date of notification of award or the date when the contract becomes effective.
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, ... A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding the contract.
- 38.3. Notwithstanding the provisions of Article 19 and Article 36, the contractor shall not be liable for liquidated damages or termination for breach or default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The contracting authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by the contractor for breach or default, if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of *force majeure*.
- 38.4. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other party and the project manager giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations, which are not prevented by the force majeure event. The



contractor shall not put into effect such alternative means unless directed so to do by the project manager.

- 38.5. For a fee-based contract, if the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4 the amount thereof shall be certified by the project manager.
- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of *force majeure* persists, the contract shall be terminated and, in consequence, thereof under the law governing the contract, the parties shall be released from further performance of the contract.

#### **ARTICLE 39. DECEASE**

- 39.1. If the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by its heirs or beneficiaries if they have notified their wish to continue the contract.
- 39.2. Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to implement the contract shall notify the contracting authority thereof within 15 days of the date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such a proposal
- 39.4. Such persons shall be jointly and severally liable for the proper implementation of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

### **SETTLEMENT OF DISPUTES AND APPLICABLE LAW**

#### **ARTICLE 40. SETTLEMENT OF DISPUTES**

- 40.1. The parties shall make every effort to settle amicably any dispute relating to the contract, which may arise between them.
- 40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should



a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.

- 40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

#### **ARTICLE 41. APPLICABLE LAW**

- 41.1. This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the European Commission, by the applicable European Union law complemented where necessary by the law of Belgium.

## **DATA PROTECTION**

#### **ARTICLE 42. DATA PROTECTION**

- 42.1. Processing of personal data by the contracting authority

Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2018/1725. Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.

The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Chapter III (Articles 14-25) of Regulation (EU) 2018/1725, in particular the right to access, rectify or erase their personal data and the right to restrict the processing of their personal data or, where applicable, the right to object to processing or the right to data portability.

Should the contractor or any other person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to the data controller. They may also address themselves to the Data Protection Officer of the data controller. They have the right to lodge a complaint at any time to the European Data Protection Supervisor.

Details concerning the processing of personal data are available in the data protection notice referred to in the special conditions.

- 42.2. Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of the general conditions and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller for the fulfilment of the controller's obligation to respond to requests for exercising rights of person whose personal data is processed in relation to this contract as laid down in Chapter III (Articles 14-25) of Regulation (EU) 2018/1725. The contractor shall inform without delay the controller about such requests.

The contractor may act only on documented written instructions and under the supervision of the controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.

The contractor shall grant personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the contract. The contractor must ensure that personnel authorised to process personal data has committed itself to confidentiality or is under



appropriate statutory obligation of confidentiality in accordance with the provisions of Article 7.6 of these general conditions.

The contractor shall adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature, scope, context and purposes of processing, in order to ensure, in particular, as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- (e) measures to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

The contractor shall notify relevant personal data breaches to the controller without undue delay and at the latest within 48 hours after the contractor becomes aware of the breach. In such cases, the contractor shall provide the controller with at least the following information:

- (a) nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- (b) likely consequences of the breach;
- (c) measures taken or proposed to be taken to address the breach, including, where appropriate, measures to mitigate its possible adverse effects.

The contractor shall immediately inform the data controller if, in its opinion, an instruction infringes Regulation (EU) 2018/1725, Regulation (EU) 2016/679, or other Union or Member State or third country applicable data protection provisions as referred to in the tender specifications.

The contractor shall assist the controller for the fulfilment of its obligations pursuant to Article 33 to 41 under Regulation (EU) 2018/1725 to:

- (a) ensure compliance with its data protection obligations regarding the security of the processing, and the confidentiality of electronic communications and directories of users;
- (b) notify a personal data breach to the European Data Protection Supervisor;
- (c) communicate a personal data breach without undue delay to the data subject, where applicable;
- (d) carry out data protection impact assessments and prior consultations as necessary.

The contractor shall maintain a record of all data processing operations carried on behalf of the controller, transfers of personal data, security breaches, responses to requests for exercising rights of people whose personal data is processed and requests for access to personal data by third parties.

The contracting authority is subject to Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union, particularly as regards the inviolability of archives (including the physical location of data and services) and data security, which includes personal data held on behalf of the contracting authority in the premises of the contractor or subcontractor.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to in Article 7.9 of these general conditions. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

For the purpose of Article 4 of these general conditions, if part or all of the processing of personal data is subcontracted to a third party, the contractor shall pass on the obligations referred to in the present article in writing to those parties, including subcontractors. At the request of the contracting authority, the contractor shall provide a document providing evidence of this commitment.

\* \* \*



December 2021



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## **1. BACKGROUND INFORMATION**

### **1.1. Partner country**

Albania.

### **1.2. Contracting Authority**

Italian Agency for Development Cooperation – Tirana's Office (AICS).

### **1.3. Background**

Safeguard and enhancement of the Albanian cultural heritage are a priority of the EU Delegation in Albania commitment for the social and economic development of the Country on the path towards its European integration. The initiative *EU for economic development – Tourism led, local, economic development, with a focus on cultural heritage*, funded by the European Union with 6M euro and by the Italian government with 250.000 euro, aims at protecting, modernizing and enhancing the archeological site of Byllis in the Fier region, to sustain the economic development of local communities and promote the Albanian cultural heritage as part of the wider European cultural heritage. The initiative is implemented by the Italian Agency for Development Cooperation in Tirana (hereafter AICS Tirana) in collaboration with the Ministry of Culture of Albania, Emilia Romagna Region and University of Bologna.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1. Overall objective**

The overall objective of the project of which this contract will be a part is as follows:

Contribute to the safeguard and enhancement of Albanian cultural heritage in the EU accession process.

### **2.2. Purpose**

The purposes of this contract are as follows:

- Creation of a multimedia communication format, brand image and copywriting included;
- Management of the executive production and post-production phases of the multimedia communication format;
- Management of the media planning and buying;
- Media PR and Press office, as detailed at the following point 2.3.

### **2.3. Results to be achieved by the contractor**

The results to be achieved by the contractor are as follows:

#### **2.3.1. Multimedia communication format, Copywriting and Brand Image**

- Ideation of a visual format 2D and 3D, adapted to the following media: TV, Print and Billboard, 3D technologies, Below the Line, Web.
- Site of Byllis new logo: icon, lettering, vertical and horizontal adaptations, color, B&W, guidelines.
- Site of Byllis new website: development, updates and maintenance for the period 2021-2025m training of human resources of the Archaeological Park of Antigonea.
- Brand image: letterhead, letterhead envelopes, business cards.



- Copywriting: all the texts.
- Original soundtrack: main theme, at least 5 adaptations 5', 2', 1', 30", 15".

### **2.3.2. Executive production and post-production**

- N.1 audio-visual narrative campaign: cast, crew, technical means and post-production facilities included. The audio-visual campaign shall be composed as follows: A) n.1 narrative video edited in n.4 cuts 2", 1", 30", 15", B) n.2 institutional video graphics 2" with the information on European commitment for the safeguard and enhancement of the archaeological site of Byllis and achieved results of the initiative, C) n.3 teasers 15" of the narrative video.
- N.1 new technologies campaign: travelling exhibition of at least 10 pieces open to the public in at least three main Albanian cities.
- N.6 TV reportages, at least 5", on the initiative.
- N.1 web and social network advertising campaign.
- N.1 Below the Line advertising campaign: brochure, postcards.
- Merchandising: at least three gadgets, bag, T-shirt, hats or others.

### **2.3.3. Media Planning and buying<sup>1</sup>**

#### **Media strategy: Proposal of targeted media and scheduling**

- N.6 months of scheduling on national and/or international TV. At least n.1 exclusive media partner.
- N.6 months of public installation of the above N.1 new technologies campaign. At least 3 major cities in Albania

### **2.3.4. Media PR and Press Office**

- At least n.4 press conferences on web and/or TV. At least n.1 media partner.
- At least n.4 two-pages interviews on national and/or international newspaper.<sup>2</sup>

## **3. ASSUMPTIONS & RISKS**

### **3.1. Assumptions underlying the project**

- The Albanian cultural heritage is part of the wider European cultural heritage.
- Safeguard and enhancement of the archaeological site of Byllis support the European accession process of Albania.
- The deliveries of this contract should contribute to the sustainable social and economic development of local communities in the Fier region.

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<sup>1</sup> The Media Buying will be carried out through the foreseen modalities for the media buying activities, as purchase orders/professional service agreements that are not sub-contracts.

<sup>2</sup> See note 1

### **3.2. Risks**

- Delay or lack of mandatory permissions from Albanian Authorities.
- Every of the generally considered force majeure causes.

## **4. SCOPE OF THE WORK**

### **4.1. General**

#### **Description of the assignment**

Scope of the contract is to promote the EU commitment, along with the Albanian Government and the Italian Agency for Development Cooperation, in the safeguard and enhancement of the Albanian cultural heritage and the sustainable social and economic development of the local communities of the Fier region. In this perspective, the contractor has to guarantee timeliness in ideation, execution and distribution phases. As well, communication materials must be delivered with high quality: indicators of quality are the value of production means and the personal expertise of the key expert.

The requested services are listed as follows:

- Creative service.
- Pre-production service.
- Production service.
- Post-production service.
- Media plan service.

The assignment is composed of four items as follows:

- Multimedia communication format, copywriting and brand image.
- Executive production and post-production.
- Media planning and buying.
- Media PR and press office.

#### **Geographical area to be covered by the media plan**

- Fier region.
- Albanian national territory.
- European Union.

#### **Target groups**

The advertising services requested by the Contracting Authority are meant to reach the following target groups:

- Local Communities;
- National Public Opinion;
- International Travellers;
- Sectorial National and International Opinion Makers.

### **4.2. Project management**

#### **Responsible body**

Italian Agency for Development Cooperation – Tirana's Office.

#### **Management structure**

The programme operation is delegated by AICS Rome to AICS Office in Tirana, whose Representative is the Authorized Signatory to this contract. The Programme Management Unit (PMU) is responsible for the implementation of programme activities and budget, and related reporting, under the supervision of the AICS Tirana Representative. Under the supervision of the AICS Tirana Representative, the



Compliance Officer is the Responsible Officer (RO) for overseeing this contract (equivalent to the Responsabile Unico del Procedimento (RUP) in the AICS procedures).

**Facilities to be provided by the Contracting Authority and/or other parties**

Premises of the Italian Agency for Development Cooperation – Tirana’s Office.

## **5. LOGISTICS AND TIMING**

### **5.1. Location**

The operational base for the services requested by the Contracting Authority is the contractor’s premises.

### **5.2. Start date & period of implementation of tasks**

The intended start date is the date of the signature of the contract and the period of implementation of the contract will be 48 months from this date.

## **6. REQUIREMENTS**

### **6.1. Staff**

Note that civil servants and other staff of the public administration of Albania or international, regional governmental or non-governmental organisations based in Albania are not allowed. Given the case, the contract will be invalidated.

#### **Key Expert and Staff**

**The Key Expert required to the contractor is as follows:**

- **3D and post-production director**

Essential criterium for the 3D and Post Production Director is:

- At least 10 years of professional 3D and Post Production experience in advertising and/or cinema.

Preferential criterium for the 3D and Post Production Director is:

- At least 10 integrated advertising campaigns and/or movies planned on national and/or international media.

### **6.2. Other experts, support staff & backstopping**

- **Graphics Designer, Copywriter, 3D Operator, Web Developer/Web Designer, Media Planner/Buyer, Press officer**

CVs for experts other than the key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles. The contractor shall select and hire other experts as required according to the needs. The selection procedures used by the contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The costs for backstopping and additional support staff, as needed, are considered to be included in the tenderer's financial offer.

### 6.3. Office accommodation

The contractor will work in the AICS Tirana Office and from its own office and will use its own premises.

### 6.4. Facilities to be provided by the contractor

The contractor shall ensure that experts are adequately supported and equipped. In particular it must be ensured that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. The contractor must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion, in compliance with the Albanian legislation.

### 6.5. Equipment

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract.

## 7. REPORTS

### 7.1. Reporting requirements

The contractor will submit to the Contracting Authority the following reports in English in one original signed copy and in digital copy sent via email to the contact person:

- **Inception Report** of maximum 12 pages to be produced after 2 weeks from the start of implementation. In the report the contractor shall describe e.g. initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work programme and staff travel. The contractor should proceed with his/her work unless the contracting authority sends comments on the inception report. The inception Report should include a brief Production Plan and a Timeline;
- **First Interim Report**, containing a detailed description of the activities implemented during the first year as per time table of activities;
- **Second Interim Report**, containing a detailed description of the activities implemented during the second year as per time table of activities;
- **Third Interim Report** containing a detailed description of the activities implemented during the third year as per time table of activities;
- **Draft final report** of maximum 12 pages (main text, excluding annexes) This report shall be submitted no later than one month before the end of the period of implementation of tasks.
- **Final Report**, including the final list of deliveries, for a single comprehensive payment or final balance, in relation to point 2.3 (results to be achieved by the Contractor).

### 7.2. Submission and approval of reports

The reports referred to above must be submitted to the contact person of the Contracting Authority identified in the contract. The contact person of the Contracting Authority is responsible for approving the reports.

## 8. MONITORING AND EVALUATION

### 8.1. Definition of indicators

Indicators are as follows:

- Social Media coverage
- Days of TV, print and billboard coverage (180 days of media coverage 180 days of public installations in at least three main Albanian cities)



# Methodology

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A handwritten signature in blue ink, located in the bottom left corner of the page. The signature is stylized and appears to be the initials 'JL' followed by a flourish.

## INTRO

Partners in our consortium are honored to provide “Advertising and communication services” in the framework of the project “EU for economic development – Tourism led, local, economic development, with a focus on cultural heritage”, done in Albania with identification number CIG: ZA834D0ACE

We understand that the services we are offering are just a part of a major strategy of revival and promotion of Albanian Cultural Sites.

While the task is complex and consists of several deliverables of different nature, we are excited that a project of this scale is finally introduced in the **Bylis Heritage Site** and **Fier Region** which we believe will unlock the potential of the area and its communities. Understanding the importance of this project and the final outcome it may have in the Albanian Culture , Local and National Tourism Development, gives us enthusiasm to be part of.

### Part of A Whole

*The Government of Albania and its international partners, consider Tourism as one of the 2 main pillars of Albania’s future economic growth. It’s a wise strategy. With its pristine coastlines, wild nature and rich **cultural history**, Albania has much to offer. But despite a huge potential, the sector’s economic performance is underperforming. Tourism contribution to Gross domestic product -GDP[1] is a mere 8% while neighboring Croatia and Montenegro reach up 12%. On the bright side however, travelers’ appetite for Albania as an exotic destination continues. A growing and economically significant segment of middle - high income European or International visitors is exploring the country. Domestic and regional tourism also continues at a solid pace. **Important Cultural Heritage Sites** such as Bylis until now have been weak in building a soft infrastructure, strong brand name and wise marketing and media presence necessary to a wide recognition of its remarkable value. With this in mind we want to propose an approach that will enhance the value of Bylis Archeological Park not only from a historical perspective but also from a touristic point of view.*



# 1. RATIONALE

Our expertise will take place from the creative input and content creation to technical evaluation, implementation and promotion. Partners in the consortium have carefully evaluated the 'Terms of Reference'. We confirm that the important aspects of the tasks are well-detailed, structured, provide a clear scope of work and deliverable objectives. Nonetheless, we would like to make some minor additions that we believe will add value to our technical proposal:

- We have extended our list of experts with a professional from the field of History to support the creative process and ensure accurate usage of historical facts. This is a standard procedure we always propose to the contracting authority when working with Cultural Heritage Sites
- We have identified several creative approaches that will be outlined in this methodology; we have also identified several media and venues that can be used to promote the Archeological Site of Bylis, nevertheless a detailed creative approach will be presented after we have evaluated all the existing materials, site visits and initial report.
- We have evaluated the fact of including in this methodology approaches that can be oriented both to youngsters and children.

## WE HAVE CAREFULLY EVALUATED THE SCHEDULE OF REQUIREMENTS, AND THEREFORE CONFIRM THAT OUR CONSORTIUM WILL:

- ↪ work and implement our services under the principle of sustainability, local community involvement and local economic development
- ↪ provide **all the necessary human resources** in order to meet the schedule of requirements. This includes not only the Key Expert and the team presented in this technical proposal but also backstopping and supplementary staff like, photographer, editor, financial officer, technical engineer, drivers etc.
- ↪ arrange at its own cost all stages of project implementation: desk research, travel, development, testing, finalization
- ↪ **arrange all the logistics** and maintain communication with stakeholders and actors involved
- ↪ coordinate with the team in charge of restoration and conservation of each of the sites by creating mutual timelines and action plans. Taking into consideration that the implementation of the project will be parallel with any intervention in the Archeological Site
- ↪ present creative concepts by creating mock-ups, storyboards, 3D models and other means of visualization that help envision the final result. These visualizations will facilitate the approval process from the beginning hence minimize changes in a more complex stage of development.
- ↪ provide with **advertising and communication services** including: branding, graphic design, web design and developments, 3D and postproduction, innovative & immersive technologies; sound recording & design, etc (a detailed list of deliverables will be further elaborated)
- ↪ provide with traditional and new **media planning, management and acquisition** and PR related services
- ↪ propose to AICS and Stakeholders a list of possible **media partners** throughout all the

- implementation of the project
- ↪ provide with **printing** services including
- ↪ **provide with** training user guidelines, brand books etc
- ↪ issue an **inception and final report**, issue *three interim* reports

## RISK AND ASSUMPTIONS AFFECTING THE EXECUTION OF CONTRACT

### Assumptions

As also defined in the TOR's of this tender procedures we assume the following:

- Albanian Cultural Heritage is part of a larger cultural heritage Network, the European Cultural Heritage thus meaning that the work will be conducted under the European Principles of Sustainability and Local Economic Development, Local Communities Involvement, Transmission to New Generation through Innovation and New Technologies.
- The safeguard and enhancement of Albanian Cultural Heritage Enhancement is part of the Strategy towards European Integration meaning that our work will be led by the same strategy.
- We assume participatory engagement and continuous communication among all stakeholders and actors involved in particular AICS, Ministry of Culture, Fier Municipality and The Bylis Site's Administrative Office is crucial for the efficiency and successful implementation of the project.
- We assume we will have access to existing historical data and any other relevant information related to the Archeological site of Bylis

### Risks

Given the project's nature and the parties involved risk management and contingency planning are critical to ensuring that the project's strategy, operations, objectives, and budget remain on track. The goal of risk management is to provide the method and tools for evaluating and controlling potential project risks, with a focus on early detection and management.

As a common practice applied by the members of the consortium, the following processes will be used to assess risk:

- risk identification,
- analysis,
- management, and
- Monitoring and evaluation planning (MELP).

This includes identifying a risk, assessing its importance, and determining whether the risk level/impact is greater than the risk level/impact that may be acceptable for the project. If a risk surpasses acceptable levels, a risk analysis activity will be initiated, which will specify the activities that must be taken to bring the risk back within acceptable limits. Risk management in the project entails contingency planning, resource redistribution, evaluation of results, and guaranteeing the stability of the new status. Furthermore, it is critical to identify the many types of risks that may arise during project execution, as well



as the tools to proactively handle and successfully address them in order to reduce potential uncertainties as much as feasible.

Description of Risk	Proposed risk-mitigation measures
<p><b>Delays or Lack of Permission from Albanian Authorities</b></p>	<p>We suggest approaching Related Albanians authorities from the beginning of the contract execution and create a partnership relations. We have worked with multiple similar stakeholders in the sector and thus we have the necessary experience to do do this approach under the supervision of the contracting authority,</p> <p>Based on <b>our experience in the sector</b> we recommend ensuring that all parties are informed about the intervention, implementation progress, strategy, timeline, content, channels and deliverables, as well as given an opportunity to provide feedback. This will allow the project to make the most of the investments made under this project and sustainability is ensured.</p>
<p><b>Force Majeure</b></p>	<p><b>We will proactively take reasonable steps to mitigate</b> the impacts of the force majeure event. This may include deciding how best to modify deliverables. A constructive dialogue with the contractual counterparty will be crucial.</p> <p><b>We will set up a process to continually review and assess potential steps to mitigate</b> during the force majeure event. At present, there is legal uncertainty as to when the duty to mitigate ceases to be engaged. The safest approach is therefore to continually monitor the situation and act accordingly.</p>



## 2. STRATEGY

**Our approach in this offer is towards Sustainable Tourism.** The basic premise behind sustainability is that people are able to improve their quality of life in ways that protect and enhance natural resources for future generations. Sustainable development is a longer term vision and there is now international consensus this is the only way that development should take place. Through our **Tourism Brand Strategies** and the creation of a **Unique Brand** and promotional Campaign for the **Archeological Park of Bylis** we will guide the tourism choices of the local stakeholders towards a general sustainable approach with long lasting effects.

The development of a competitive and sustainable premium **historic and tourist destination** requires a mix of elements that develop over time and intervene directly from and in the social territory of the area. Therefore, **the first step is the understanding of the distinctive values of the place.** Attentive management of these authentic and distinctive value elements will ensure engagement from the communities and the creation of an authentic brand. We believe in the criticality of developing brands that are authentic to the locations, only in this way can we ensure sustainability. We bring a clear vision of sustainable intervention with a long-term impact. The benefits continue after the project is concluded. One of aspects is the identification of main stakeholders who will drive the activities beyond the three-year timeframe of the assignment. In this context building up capacities and partnering with main national tourism actors ensuring project legacy is very essential for the continuity of what the project will produce

The second step is **understanding the managerial capabilities of the Bylis Site** and matching the expectation of the brand with the expectations of the place.

**At the center lies the creation of an inspiring brand while a wide range of services will be performed including integrated communication campaign transforming the visibility of Bylis Archeological Park, innovative digital media, development of a new web sites and related original and authentic content, social media strategy implementation, media presence, marketing collateral and sustainable plans.** The methodology is built with the aim to make catalysts of change in relation to sustainable tourism practices and spearhead transformation from other locations in the country through a spillover effect.

We will provide the services, outputs and deliverables requested by the tender and detailed in the task section. Our approach to organizing these tasks and delivering the outputs follows these steps (which will partly run in parallel) which have been proven to be highly effective in other similar contracts.

This leads to an offer where: **the brand and product is distinctive and compelling, providing an authentic reason to visit; the visitor experience provides international standards of value and quality, technology is an enabler and communication channels are integrated.**



Below is a step by step list of tasks we consider necessary to achieve the contract objectives:

## Task 1 :

### Inception Report

The project will start with organization and preparation of general logistics as well as all legal documents. Soon after a conceptual detailed framework followed with a detailed methodology, we suggest launching a kick off meeting to identify all key stakeholders and produce all the necessary data for the Inception Report. This includes background strategic information, the work that is being done by AICS in cooperation with the Ministry of Culture and the University of Bologna, mapping of needs and tools. This will facilitate the research and the creative process that will follow the inception report.

The inception report will include data gathered from field visit and desk research. The research will be conducted in a micro and macro perspective using qualitative and quantitative methods. The inception report will also include :

- Overview of existing culture and tourism strategy, national and regional.
- Identification of **tourism and technology trends** and forecasts in regions with similarities with Bylis Archeological Park. Presentation of how some suggested themes and styles might be appropriate for promoting Bylis Archeological Site.
- Identification of key attributes and competitive advantages of the Heritage Site and the local area? What are the potential brand attributes? **What are the authentic and potentially compelling reasons to visit?**
- Proposal of final locations /venues and agreement with institutions for the usage of these venues.

➡ **Deliverable: Inception Report Document**

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## Task 2 :

### Brand Creation and Marketing Collateral

LET'S START WITH A BRAND :)

To create a Brand for Bylis Archeological Site it is important to analyze and understand the identity of the location, it's values, it's vision, it's mission, it's competitors, the hidden potential, the pluses and minuses, the expectations, the desires, but also stakeholders' fears, their weaknesses, and the context. The insights will inform the definition of the authentic and unique Brand Platform and the brand strategy.

**The brand becomes the organizing force for the community and the compelling reason for tourists to visit. The brand also guides the development of the Site identity which reinforces the brand through consistent messaging. The Branding process, as well as the identity process, is a language that evolves over time. It is a living process that must grow coherently, effectively, in an updated and open way, to strengthen, consolidate every day and in every place, in every action, the relationship with its audience. To create a destination brand means to communicate the image of a place with its unique style, authentic personality and, above all, to promote a unique and positive reason for visiting, a cultural and historical experience that promises unforgettable emotions and the real knowledge of an archeological site.**

The delivery of this project will benefit from our long-lasting experience creating and managing brands and customer experience.

*Brand Creation and developments will follow these important steps:*

#### → Step 1: Brand research and analysis

We will begin with a phase of research and analysis to gain a deeper understanding of Bylis Archeological Site and its place in the local tourism scene market. All insights and findings will be presented in the brand workshop session. We will undertake in-depth interviews with key stakeholders, to understand their views of the destination and brand today, and their vision for the future, and also with local service providers.

***The existing brand, identity and marketing for other Albanian Cultural Sites will be reviewed, including masterplans, brand surveys and insight, and establish the strength of the existing proposition in competitive terms, locally and globally.***

We will prepare an open-source audit by **reviewing material that residents and tourists themselves access such as listening to local radio, reading local news and analyzing social media and blogs to further gauge place sentiment from the local community and**

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**International audiences.** Websites including Google Maps, TripAdvisor also provide significant and surprising insights – and first-hand anecdotes of life in the area and visitors comments– ensuring our strategy and narrative remains both authentic and aspirational.

Part of this process and the team will be the proposed Historian who will give to the team a unique point of view and make sure that the characteristics and important historical facts of the Archeological Site are analyzed thoroughly and all historical references are accurate.

### → Step 2: Field Research

**In this step, we will gain first-hand experience of visiting Bylis Archeological Site and its surroundings to truly understand the place and the experience it offers to the visitor.**

BY USING A MIX OF REAL-WORLD INSIGHTS AND DESKTOP ANALYSIS, WE WILL BE WELL PLACED TO DRAW INSPIRATION FROM THE EXPERIENCE, CULTURE, ARCHITECTURE, AND PEOPLE.

### → Step 3: Brand Workshop

We will run a brand workshop where we will share our ideas and the background research, explore ideas in our team and possible stakeholders to include multiple points of views. We will share best practice examples and trends from destination branding, both locally and globally, focusing on identity, messaging and activation. This will help to gauge the stylistic preferences and inform the creative brief for the visual identity development

### → Step 4: Strategic starting points

We will share **two strategic starting points for positioning Bylis Archeological Site.** These will be a work-in-progress where we test the potential for the place positioning. The two starting points will each include a tagline and initial brand story statement and be designed to initiate reactions, discussion and feedback amongst stakeholders. The outcome of the brand workshop will be agreement on one strategic starting point for development.

### → Step 5: Brand Strategy and Story

Based on the agreed strategic starting point from the brand workshop, we'll develop the aspirational positioning for the brand in full, through a compelling strategy and story that connects with audiences by challenging the competition and celebrating the unique character of Bylis Archeological Site and lifestyle of the surrounding areas. This will influence all the place communications in the future – a shared narrative from destination to civic communications.

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## ➔ Strategic Deliverables

**Positioning statement:** *A brief description of Bylis Archeological Site offer, the target audience and how their needs are fulfilled.*

**Destination manifesto:** *This emotive rallying cry, several paragraphs long, is designed to capture the unique experience on offer in the location– for visitors and residents alike.*

**Tagline:** *A distillation of the positioning statement and manifesto, for use as a slogan and overarching brand essence.*

**Values:** *The code of behavior for the destination, helping to inform future growth, brand partnerships, and team development.*

**Creative headlines:** *Words have the power to better connect you to your audience. We'll craft a suite of 8–10 messages that showcase the tone of voice for future campaigns and collateral.*

## ➔ Brand identity development

At this point we will use the magic of design to capture the spirit of **Bylis Archeological Site** and the imagination of your audience. We'll create a unique, distinguishable visual identity system that pushes the brand style far beyond a new logo and into **a brand toolkit** for use across future campaigns and communications.

## ➔ Visual identity development

We will deliver two creative routes/finest options that express the potential visual and verbal identity for the brand. In order to create a lasting brand identity system which flexes beyond simply a new logo, each route will also showcase the full brand toolkit, including typography, color and graphic devices, as well as expressing the new tone of voice and creative messaging examples. We'll ensure that the characteristics and attributes of the brand are reflected both visually and verbally in order to form the 'attitude' of the brand. As part of the conceptual presentation, we will showcase the branding across notional applications, demonstrating the use of the identity in example print and digital material through mock-ups including:

Sample website homepage

Social media posts

Merchandise Onsite / Outdoor

Advertising

Photography & Video

Maps & Brochures

Templates for memorandum,

Invoice, stamp, envelope, email signature,

Print ad design - poster design, billboard design.

Etc.

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We'll then work with you to select one of the two routes presented for one round of refinement

### Guidelines and artwork

With the elements of the visual identity system approved, we'll create final logo artworks for each destination brand and define the rules and principles for implementation to safeguard the new brand identities and to ensure a consistent rollout both internally and with external partners.

### PDF guidelines

We'll catalogue the story and ethos of the brand, alongside guidance for implementing the design system, including logo usage, design composition, supporting typography, colour palette, an image and video use style guide and best practice samples of marketing materials.

Guidelines will include:

- Brand strategy and story
- Tone of Voice
- Brand hierarchy and guide for partner usage
- Manifesto and creative headlines
- Logo usage
- Typography
- Graphic style
- Iconography & Illustrations
- Image & Video style use
- Brand colors
- Notional applications
- Brand Application

### Logo artwork

In addition to the brand guidelines, we'll supply logo artworks of the new identity in SVG, EPS and PNG file formats, CMYK and RGB colours

➤ **Deliverable:** Professional brand with brand book including all elements of visual identity.

➤ **Deliverable:** Business Cards, Letterhead, PPT, Presentation, Envelopes, Folders, Watermarks, E-mail Footer, Other tbd).

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## Task 3 :

### Website Design Development and Maintenance

Before the website design comes the website purpose. We will work in identifying the purpose of the website and adapt the page structure according to this function. We propose a website that has 2 main components:

- Inspirational / Beauty  
(photography and videos that show and invite the viewer to visit the Archeological site)
- Informative  
(information regarding the history of the site but also management information like opening hours, best route to visit, guides)

In addition to the inspirational and historical content with this website **it will be possible to virtually view and get to know Bylis Archeological Site, to access information, on site interventions, site management, on organized tours, and to receive up-to-date information. Visitors will find help and suggestions on past activities, such as information for traveling to the region, food, and other.**

Based on the brand guidelines, proposition and target group development, the next stage is to **review and create a site map of all the pages** and functionality that will be within the website and how they link together. We will annotate the key user journeys; this is so we can ensure that visitors to the website find the content they want with as few clicks as possible.

We will produce an interactive prototype/wireframe of the website. This includes all pages, functionality and navigation throughout the site. This forms the basis for the specification for the website.

We will produce a style tile depicting all colors, fonts, textures, typography, buttons and styles that will be used when designing the site. Using the information architecture as a blueprint and the style tile as a design guide, our designers will begin the creative process of producing a visual representation of the web page. We then test designs and functionality to ensure that the user experience is as effective as it can be.

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We will develop the HTML, CSS and JavaScript that form the front-end interface ready to plug into the CMS platform (back-end). Before we start development, we agree on the minimum browser specification and what levels of accessibility the site needs to target.

**A responsive framework is always used**, and we recommend Bootstrap to ensure the site looks perfect on every device, no matter what the resolution or size. We are certified partners on several CMS systems utilizing both PHP and .NET technologies. We will input all the site content via the CMS and optimize all the content for the SEO/SEM. At go live we will integrate Google Analytics, submit the sitemap to Google, set up Google webmaster tools and manage redirects from existing sites. Webpages will be designed to perform a high mobile responsiveness and seamless experience.

**The site will be tested across the most popular browsers and devices to ensure a quality product and that it meets the agreed specifications.**

#### **Inspirational and reliable content**

The content of the website will be supported by the **TASK 4** part of this methodology. The audiovisual narrative campaign and the social media campaign will be optimized to be used in the website as its core visuals.

**Bilingual text content** will be produced for the website. We propose Albanian and English as an international language but we can also include other languages.

➡ **Deliverable:** Fully developed and operational websites delivered in two languages (Albanian and English) and maintenance for 30 months

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## Task 4 :

### Production and content production

*Destination Brands are shaped through video and photography storytelling!*

How do you set your destination apart from others? The answer is simple: authentic, captivating destination-based content that epitomizes the unique character of a destination. This is the approach that will be set-in-motion from the outset, as the brand's start to deliver on the brand promise by maximizing the potential of storytelling. Our consortium is made up of two firms both with a long experience in creating video and photography inspiring films.

### Approaching the Traveler

Today's travelers demand more creative content and in-depth storytelling – moving beyond just listings to tell deeper, more compelling stories. As visitors become inundated with content they don't want to be sold to. They are instead looking to learn, discover, and immerse themselves in a new narrative.

We will use a very powerful tool to create memorable content: **Storytelling!**

Storytelling will allow the destinations to move beyond competing on price, luxury, and other easy-to-mimic factors. Instead it allows destinations to come alive with historical, cultural or other angles that capture people's imaginations and invite them to become part of that experience.

Although there exist different ways of telling a story, **visual storytelling – with images or videos – will help destinations market themselves in authentic and powerful ways that resonate with a generation of visitors who value the real experience and deeper participation in their own travel experiences.**

We will make use of technology to create storytelling that includes 3D reconstructions and / or compositions, and create a story which is rich in elements not only from the present but also from the past.

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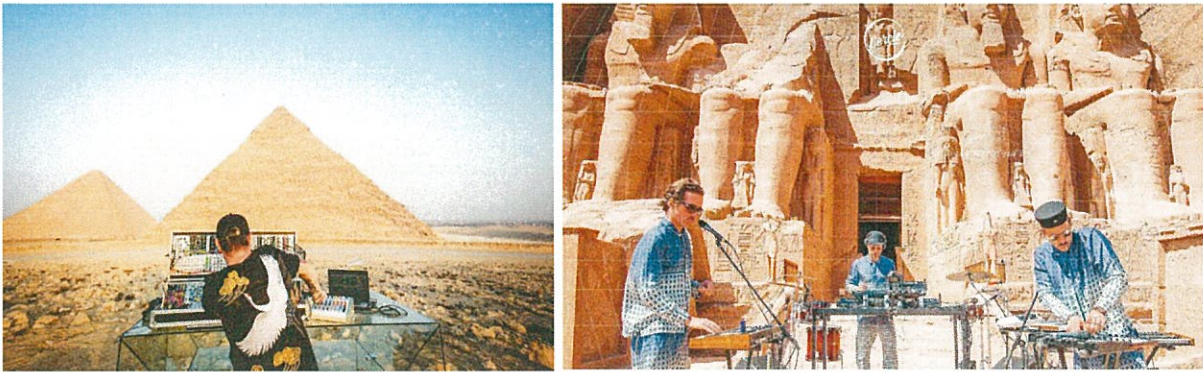
Our approach is to see the site from the perspective of a traveler who journeys into an unknown past when visiting the Archeological site, discovering the poetry in the silence of the space. The traveler finds himself in an imaginary Bylis of the past.

### Approaching the young Generation and the Locals

In **Addition** to the narrative films we plan to propose partnering with a local new artist/musician or fashion designer to produce a live session of contemporary music or a fashion show in order to promote the site to the younger generation and to Albanians who are target for daily visits to the Park. This strategy is popular and many Archeological sites partner with labels.

See reference below:

#### Live Music in Archeological Sites



#### Fashion shows in Archeological Sites



Technically wise, specialized cameras delivering up to 8K video resolutions will be used, 360 degrees photos and videos to enhance the experience, drone images, etc.

We will deliver a rich library of images and videos adapted for usage in multiple channels such as promotions, print, publications, blogs etc. We will facilitate the usage of this content by

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creating a media kit easily accessible and usable for social media use and all other channels. Also we will convert these images and videos to the preferred format that is required by the web hosting platform.

➔ **Deliverable:** *Creative Concept for Audio Narrative Campaign, Production of 1 High Quality Audio Narrative Video in 4 cuts, Production of 3 Teasers, Production of High Quality Content (photo and video) for media usage.*

*\*note: all these ideas will be subject to change and further elaboration.*

## Task 5 :

### New Technologies Campaign Content Production

As specified in the Terms of Reference our consortium will be responsible for the production of a moving multimedia, new technology exhibition.

We have identified several creative approaches, several usage of technologies and locations.

**The first approach** would be the creation of a moving exhibition in the form of a black box that is installed in different locations and is conceived as a virtual visit to Bylis Archeological Site. In this exhibition we will include :

- Holograms etc.
- Video and Sound Projection.
- VR headsets with videos with consumable content on the site and objects.

This “Black Box” can be installed also in exterior space and therefore be independent of existing infrastructure.

**Some of the proposed locations could be:**

- Rinas Airport | We can install the “Black Box” outside the airport and therefore target tourists that visit Albania, and promote Bylis
- Durrës Port | We can install the “Black Box”
- Fier City Center
- Tirana City Center

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The second approach is the installation of the exhibition in **existing buildings, tourist info points, city hall etc** and while we promote the work that is being done by AISC in Bylis and the park itself we also **revitalize these spaces and empower the local communities.**

Some of the proposed locations could be:

- Frequented nearby sites like Apolonia so that the tourists who visit Apolonia, can be introduced to the less known archeological site of Bylis which is nearby. We can install the exhibition in a dedicated space inside the Apolonia Archeological Museum
- “Jakov Xoxa” art school in Fier can be another location of interest. The school is equipped with exhibition spaces. In this way not only do we target the young generation of the community who lives by but also become an interesting happening for this environment and the city. This exhibition is an added value to the cultural life of the community of Fier Municipality, who also will manage the Archeological site.
- We can install the exhibition in the **Fier Historical Museum** and it would be the first exhibition of its kind being introduced to the city and the its community
- Another possible location would be for sure Vision Multimedia Room, the multimedia space created by AICS in the city of Vlora. For a specific period of time the space which has an ongoing permanent exhibition related to the city of Vlora can host this exhibition.
- Last, but not least there are multiple locations and galleries in Tirana that can host this exhibition including The hall of the Ministry of Culture or alternative spaces like Tulla Culture Center, COD etc.

→ **Deliverable: Moving Multimedia Exhibition containing VR, Hologram, Video Projections in at least 3 locations or cities.**

## Task 6 :

### Web and Social network advertising campaign

Social Media is a vital marketing tool for tourism, in fact some of the most successful tourism campaigns of all time have focussed on social media. What we do know is that with social media we can tailor our messaging to a variety of very specific interest groups across a wide range of touchpoints.

We will **set up the social channels Instagram and Facebook** and **support the management of the channels throughout the execution of the contract.** Social media will be curated under the Brand Guidelines of Bylis Archeological Park. We will create profile images, descriptions, cover images and fill all the necessary information required by the platform.

Part of the strategy would be to develop a consistent tone of voice and push the most engaged users to amplify the platforms. **Paid social media advertising** content allows us to do much of this, as well as convert the interest into direct actions. Social media will be kept active by the customisation of the content produced in TASK 2 and TASK 4.

Social media pages will be rich in top-quality visual and textual content, differentiated and organized according to an engaging, comprehensive, and integrated editorial plan. The simultaneous use of different elements will be important. They will include the presence of testimonials and the optimization of

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dedicated campaigns, but also the promotion of events, local products, and services with accurate up-to-date information.

Digital marketing will include a SEO and SEM strategy with active content creation and targeting pulling from the photo and video library.

If needed we will **provide training to the Management staff** in order to ensure the sustainability of the social media channels even after the execution of the contract.

➔ **Deliverable:** Setup and maintenance of social media channels throughout the execution of the contract.

➔ **Deliverable:** Training and Support to management staff to ensure continuation of the platforms ➔ **Deliverable:** Paid Social media campaign

*Note: From our research we have noticed that there exists an official instagram mutual page for Apolonia and Bylis. Depending on the strategic approach of AICS and the Ministry of Culture we can modify our offer to best serve this strategy. Having said that, if during the execution of the contract it is required to adapt the materials to the existing social media channels we can execute this request in the most professional way possible.*

## Task 7 :

### BTL Campaign | Merchandising Applications and Promotional Items

Traditional instruments of marketing such as brochures, postcards, and shirts are very popular as they "tangibilize" the products.

Printed materials have a significant role in the marketing mix. The role of the tourism printed materials is not only that of appeal through attractive design to increase the interest of potential tourists - but also inform - through provision of advice, information, and facts for potential tourists - all built by the project. Several marketing collateral materials will be designed and produced as per requirements including **design and print tourism brochures and postcards, hats, t-shirts and tote bags**. The printing will be done through a partner subcontractor print house under the supervision of our designer to ensure that the printed materials are in accordance with the quality standard in terms of textile materials, colors and according to the brand color codes.

**We will design and print promotional items in two languages** (English and Albanian) by also incorporating the partners identities involved..

We would like to propose the design and print for posters especially during the marketing phase of the **multimedia exhibition**. The posters can be placed in busy locations in the finalized exhibition locations to inform on the date and venue.

We would also like to propose an allocation of budget to a Marketing Campaign for promoting the multimedia exhibition and production of Informative Brochure available at the venues.

➔ **Deliverables:** Design and printing of Promotional Items (Initial estimations 800 Brochures, 600 Tote Bags, 600 Hats, 800 Postcards, 600 T-shirts. Final quantities are TBD upon contract award.)



## Task 8 :

### Media Buying and Planning

Our consortium will Implement a Mixed Media Plan of the Campaign onTV, online, digital, social media, citylights and Billboard.

The proposed media dissemination is comprehensive and covers a wide range of channels. TV will be combined with Social Media Promotions, Google Ads, Online Portals, Print.

A specific focus can be given to the Advertising spaces that are located in the ***national roads that are close to the Archeological Site*** and used by tourists like Fieri and Vlora Highway.

Foreseen media plan is to create harmonization between the channels in a continuous, supervised and ever-adapting campaign mix :

- Airing of Video spots as paid promotion in National and News TV Stations
- OOH, Rinas Airport, Durres Port and other National Roads
- News Portals
- LED Screens in Rinas, Tirana
- Social Media Campaigns (natural and promoted).
- Google Ads Campaign.
- PR - Articles, Advertorials.
- PR - TV show appearances.
- PR - News Coverage and Other PR Activities

➔ **Deliverables:** Comprehensive Media Plan & Strategy

➔ **Deliverables:** Media Purchase ( Including Airtime, BillBoards, Citylights)

## Media Partner

We propose establishing relationships with a serious media to be the exclusive media partner of the project. Our two first proposals include:

- EuroNews Albania
- A2CNN

Being international media, these two TV channels are conceived as more serious in the Albanian public. Also they have multiple programmes related to cultural heritage and tourism in Albania.

A detailed media plan and different strategies with specific key goals will be developed after the contract award.

## **Task 9 :**

### Reporting as per agreed format

Throughout the execution of the contract we will deliver 5 reports in a written format as agreed.

The initial Report which we have outlined in the beginning of this methodology will contain a more detailed methodology, working plan, media plan and agreement both with institutional and media partners.

Interim Report will contain monitoring data.

*In particular, we will provide information on: Website traffic; Social media activities; Market reach for special promotion campaigns; Media value for special promotion campaigns; Google Metrics including organic followers, User Engagement etc.*

For the online results the reports will include accurate data like gender, age, location etc. The TV monitoring results will generate data for the reachability of the campaign.

A final report will be submitted at the end of the contract. This will outline the methodology used for the implementation of the contract, describe the results achieved and sustainability strategy. An outlook on the key impact of the contract will be provided.

The process will utilize best applicable methodologies while identifying processes or actions that need improvements and/or changes.

➔ **Deliverable:** 5 Monthly Reports on Media Monitoring

➔ **Deliverable:** Initial Report, 3 Interim Reports, Final Report, including overview of methodology and team, challenges, key results achieved, recommendation and strategy



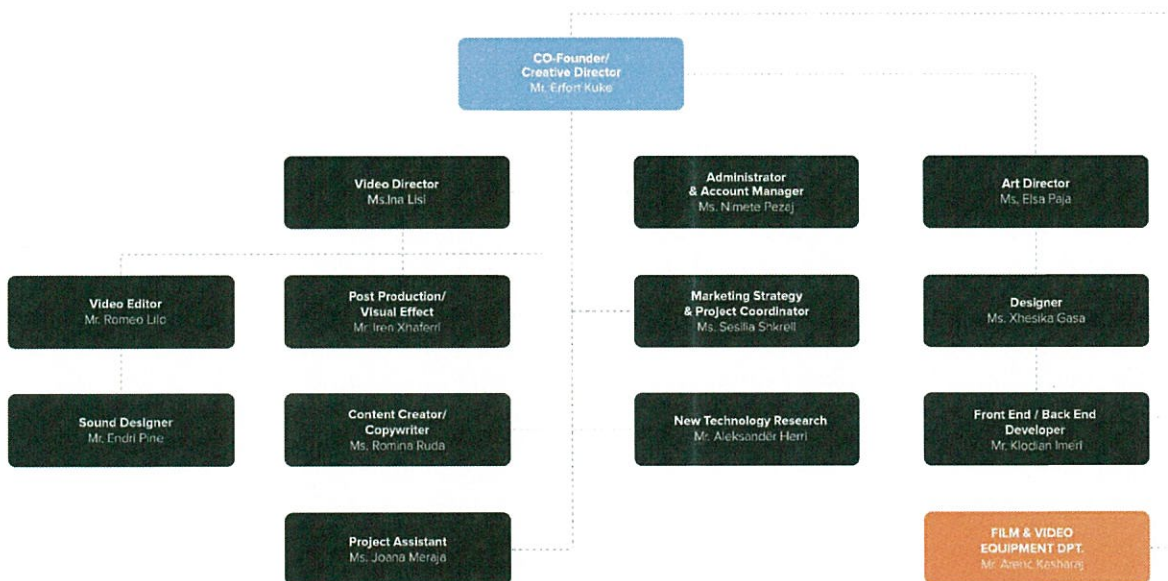
### 3. BACKSTOPPING AND CAPACITY PROVIDING ENTITIES

Drawing on the proven track record in managing and implementing large national and international similar assignments, the consortium is very aware of the importance of support to its personnel in the field, to assure successful implementation of assignments and in providing a quality service.

As a result of a careful evaluation we have put together a high-performance team with vast expertise in various fields relevant to the project requirements. Apart from the **KEY EXPERT** as requested in the terms of reference we have proposed a highly qualified team of **Experts** and **Support Backstopping Staff**.

Kube Studios employs 14 Full time Professional that will support locally throughout all the execution of the contract.

#### KUBE STUDIOS ORGANISATIONAL STRUCTURE



Relevant **technical capabilities of Experts** brings full familiarity with the latest modern technologies, deep knowledge of cultural sites, AR and VR implementation technologies combined with the most modern transformation digital technologies, strong historical framework, in-depth knowledge of culture and heritage, visual effects and interaction thereof.

**Administrative staff** inputs will be provided locally . The Consortium has forecasted a local full-time backstopping officer who will be responsible for the daily coordination, that will be responsible for

supporting administrative and daily basis project duties, including, logistics and follow-ups, coordination of transportation for international experts. The project partners will operate in full coordination and supported by a **Finance Senior Specialist(s)** elected by Kube Studios, responsible for financial reporting, fiscal and accounting duties, procurements etc.

**OUR TEAM OF EXPERTS IS IN A UNIQUE POSITION BY BRINGING THE BEST EXPERTISE, STRATEGICALLY COMBINED WITH IN DEPTH TECHNOLOGICAL KNOW-HOW LOCALLY AND INTERNATIONALLY, TO DELIVER THIS COMPLEX WORK PROGRAMME AND PRODUCE ACCURATE TOUCHABLE RESULTS.**

## OFFICE AND FACILITIES

A **local fully equipped office** with existing infrastructure and administrative framework and office spaces of Kube studios will be utilized. Hence, there are no hard setups needed for office space. Project start-up and kick off phase is rapid, usually within one week. Further, being hosted by strong local partners means solid management structures and administrative procedures already exist. Kube Studios will provide in-house accommodation to all project international staff ensuring that the project has permanent offices and direct access for all experts for working spaces and infrastructure - including IT equipment, meeting rooms to accommodate external and internal meetings, and other incidentals.

In addition Kube Studios manage in-house a wide range of facilities including: **in-house video & photography production department**; shooting equipment; **filming and recording studio**; [KUBE RENTALS](#), a proprietary firm of technical facilities for media production; location and casting database; sound recording and editing booths. All this enables the implementation of several actions without sub-contracting in the most qualitative way possible while being time and cost effective.

*In addition Kube Studios supplies its facilities to other providers in the region.*





## 4. INVOLVEMENT OF ALL MEMBERS OF THE CONSORTIUM AND OF CAPACITY PROVIDING ENTITIES TIMETABLE OF WORK

We are a consortium of leading agencies providing integrated expertise in the development of Culture Heritage content, innovative technologies and sustaining high value tourist economies. We bring local Albanian, European and American experience ensuring we understand the challenge and can engage locally, while working with a fully competitive international perspective. The project will be staffed with key experts who have an international pedigree, outstanding technical resourcefulness and extreme ingenuity in applying innovative and complex technological solutions in cultural heritage sites and tourism related fields.

**Kube Studios** as the leading company of the consortium is one the foremost Albanian companies with a robust presence in the most of **Cultural Heritage Sites, Art Galleries, Museums and Advertising Industry** - a Local Creative Agency with a vast experience in Multimedia Production and Project Management . *Kube Studios offers 360° full range of services in marketing, branding and identity, mixed media, web and digital, tremendous high quality video and film production etc. from concept until final delivery.*

**WWP** Why Worry Production ( WWP ) the Italian *partner of this consortium is a film production and post-production factory* that manages to cover high quality post-production including editing, 2D/3D animation, motion graphics, VFX (visual effects) and implementation of *new technologies.*

### WORK DIVISION

	Kube Studios	WWP	Subcontractor
Creative Concept	✓	✓	
Brand Creation & Marketing Collateral	✓	-	
Website Design and Maintenance	✓	-	
Production & Content Post - Production	✓	✓	
New Technologies Campaign Content Production	-	✓	

Web & Social Media  
Advertising Campaign

✓

✓

Merchandising &  
Promotional Items

✓

*Print House  
Local  
Subcontractor*

Media Buying &  
Planning

✓

-

Managing & Reporting

✓

✓





## KUBE STUDIOS /

Creative Agency & Content Creation

→ [www.kubestudios.com](http://www.kubestudios.com)

**Kube Studios** is a Creative Agency, Multimedia Content Production House based in Tirana offering worldwide services in the art, culture, digital and advertising industry.

**Kube Studios** was established in Tirana, in March 2007 as the first local creative agency. Founded by filmmakers and designers, with a shared passion for culture and visual communication, Kube Studios was the first Albanian company to offer international standards using local resources and local staff.

Starting as a **video & film production** studio Kube Studios now operates on a 360° philosophy, with a high esteem over the quality of image. Curating every detail on and beyond, determined to maintain critical thinking and key concepts, showing responsibility towards a healthy society, Kube Studios tries to develop a higher sense of creativity, good taste, and innovation.

### **Kube Studios brings visually stunning stories to life across linear and interactive media.**

The particular expertise resides in: **Multimedia Content Creation**, Video & Film Production, Graphic & **UX Design**, **Photography**, Creative & Art Direction, Editing & Post Production, Animation, Event Design, **Exhibition Curation**, Installation, **Technical Direction**, Interactive, 360° & Virtual Reality, Communication Strategies, Creative Campaigns, Marketing Infrastructure, **Brand Identity**, Advertising, Script & Copywriting, Direction, Shooting & Equipment Rental.

With an extensive portfolio of more than **300 projects** only in **culture, tourism and education**, Kube Studios is one of the most renowned companies in Albania in the field of creative services.

Kube Studios has delivered excellent projects for international organizations and institutions including: European Union, UN Women, UNDP, USAID, GIZ, AICS (Italian Cooperation in Albania), OSCE, UN, IOM, Unicef, He For She, Cesvi, VIS, Italian Institution of Culture, Italian Embassy, MAXXI (Museum of XX Century Art In Rome), etc. Albanian local authorities and public institutions: National Assembly, Ministry of Culture, UNESCO, **National Gallery of Arts**, Municipality of Tirana, Municipality of Vlora, **Metropol Theater**, **Museum of National Bank**, COD (Center for Openness and Dialogue) KESH (Albanian Power Corporation), Instat (Institute of Statistics), Ministry of Urban Development, Ministry of Agriculture and Rural Development, Ministry of Tourism, Ministry of Finance, Ministry of Internal Affairs, DAP (Department of Public Administration), as well as international cooperation organizations and many private companies and corporation.

The work in the field of Art & Cinematography has been showcased in important venues including: **Venice Biennale for Architecture**; **MAXXI Museum of XX Century Art in Rome**; Gallery Jeu de Paume, Paris; Kalfayan Galleries, Athens; Galerie Peter Klichman, Zurich and many important art venues.

**Bafta Award for Best Short Film** has been awarded to the short movie "Home" with Kube Studios as an associate producer.

The areas of expertise include Albanian Cultural Heritage, Tourism, Ethnography and Anthropology, Contemporary Art but they extend in Marketing and Brands. Kube Studios has created more than 400 commercial projects and marketing campaigns. The **marketing expertise** brings an added value to each project making its promotion a natural part of it.

Kube Studios is constantly volunteering in social inclusion, environmental projects that aim to increase awareness in albanian communities for important matters such as: Women Empowerment, Down Syndrome Awareness, Cultural Coservation, Against Violence in Family, Against Human Trafficking, Against Environmental Crime, etc.

## **WHY WORRY PRODUCTION /**

### Film Production And Post-Production Factory

→ [wwpro.it/](http://wwpro.it/)

Why Worry Production ( WWP ) is a film production and post-production factory.

Since 2006 it offers multiple services to its clients, with the aim of taking care of all the client's needs through different languages of audiovisual communication and by putting in place the greatest talents in the art and cinema scene.

**WWP is a smart and unique reality**, equipped with a team of reliable collaborators, who manage to cover from pre-production to post-production including editing, 2D/3D animation, motion graphics, VFX (visual effects) and implementation of new technologies.

WWP can be defined as an international factory; among its most important credits is the "Co-Production" of "Beyond the Reach" produced and performed by Michael Douglas for which it also supervised and produced all the VFX.

20th Century Fox also assigned to the Factory some of the VFX on Ronald Emmerich's "Independence Day Resurgence".

Why Worry Production ( WWP ) has collaborated with some of the biggest advertising agencies and brands in Italy and the world.

#### **ADVERTISING AGENCIES**

Angelini Design | Bcube | HDRA | Impronta Adv | Klein Russo | Leo Burnett |  
Lowe Pirella | MarimoMartini6 | McCann | Worldgroup | Ogilvy & Mather | Newton21  
| Red Cell | Saatchi | WPP | Yes I am | Young & Rubicam | Verba

#### **BRANDS**

Adidas | Admiral | Interactive | Alitalia | Alival | Althea | BancaCredito Cooperativo | Bertolli |



Conte.it | d'Amico shipping | Dipartimento Protezione Civile (Civil Protection Dept.)| Enel | Eni | Eui Limited | Europcar | FAO | Ferrari | Findus | Fiorucci | Fondazione | Ania | Honda | Lavazza | Mastercard | Menarini | Mandara | MSD | General Motors Piaggio | Poste Italiane | Presidenza del Consiglio dei Ministri (Presidency of the Council of Ministers)| RAI | TIM | Telecom | Telethon| Unicef |

## **AWARDS**

### FORD "FEEL THE VIEW"

ADCI Awards Oro, 2018

Clio Silver Awards, 2018

Webby Awards Winner, 2019

D&AD Awards Winner, 2019

### FIORUCCI "THE PROFITEERS"

Bronze Lion in Cannes, 2012

### " BEYOND THE REACH "

produced and starred by

Michael Douglas

-Co-production and VFX

### " INDEPENDENCE DAY

RESURGENCE "

by Roland Emmerich,

20th Century Fox

- VFX

# Annex IV

Experts

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Kube Studios  
 Rr. Mihal Duri Nr. 123/3 Tirana,  
 1000 Albania  
 kubestudios.com || vimeo.com/kubestudios



Name of expert	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Experience in partner country	Languages and degree of fluency from A1 (beginner) to C2 (proficient)*
<b>KEY EXPERTS</b>							
Marco Abbruzzese	3D&Post Production Director	15	37	Institute of Technology G.Valluri ROME Information Technology Bachelor's Degree University Tor Vergata, ROME University Degree, Media Sciences	3D Compositing, 2D to 3 D Conversioning, SGI, VFX, Digital Painting, Real Light Simulation Technologies, New Technologies, Python & Scripting, mathematical graphics & algorithms, Media Sciences	-	Italian Native English C2
Ergin Kuke	Art Director	30	47	Gnomon School of Visual Effects, 2001-2003, Hollywood, California, United States	3D, Compositing, VFX, Digital Painting, VR & Hologram, Video Mapping & sensorial exhibition & shows, New Technologies	✓	Albanian Native English C2, Italian C1 German B2 French B2 Bulgarian B1

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NON KEY EXPERTS						
Erfort Kuke	Creative Director	20	42	MASTERS 1 DEGREE, CINEMA & AUDIOVISUAL ARTS 2004 - 2006 Sorbonne University, Paris, France	Creative Campaigns, Video Directing, Post Production, Branding ✓	Albanian Native English C2, French C1 Italian B2
Martin Bejleri	Project Manager, Media Manager			2004 BACHELOR OF COMPUTER AND INFORMATION SCIENCE / MINOR IN ART University of Maryland UC.  2002 - 2004 ON-LINE DIVISION OF UNIVERSITY OF MARYLAND UC  2002 - 2003 B.S COMPUTER SCIENCE DEGREE Webster University (Geneva Campus), Geneva, Switzerland	Project Management, Media Planning, Budgeting, Computer Science	Albanian Native English C2, French B2 Italian B2 German B1



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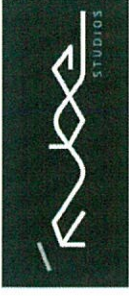
				2001 - 2002 MAJOR IN COMPUTER SCIENCE / MINOR IN ART University of Maryland University College (S. Gmuend Campus), Stuttgart, Germany				
				1998 - 2000 COMPUTER SCIENCE PROGRAMME as Bachelor of Science Major University of La Verne, CA (Athens Campus), Athens, Greece				
Ina Lisi	Video Director	10	30	CINEMA & TV DIRECTING 2010-2013 University of Arts, Tirana		Video Directing, Editing	✓	Albanian Native English C2, French B2 Italian C1 Greek B1
Elsa Paja	Art Director, Graphic Designer	5	28	MASTER - MATHEMATICAL AND COMPUTER ENGINEERING, University of Tirana		Graphic Design, Branding, Printing	✓	Albanian Native English C21,
Romina Ruda	Copywriter	12	33	CINEMA & TV DIRECTING, University of Arts, Tirana		Copywriting, Journalism, Video Directing	✓	Albanian Native English C2, French B2

**Kube Studios**

Rr. Mihal Duri Nr. 123/3 Tirana,

1000 Albania

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Diego Panadisi	3D Operator	15	45						
Klodian Imeri	Full Stack Web Developer/ Web Designer	7	28	FACULTY OF NATURAL SCIENCES, Information and Communication Technology	Front End, Back end Development				Albanian Native English C2.

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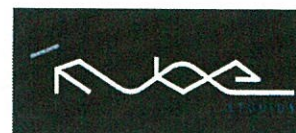


# PRICE BREAKDOWN

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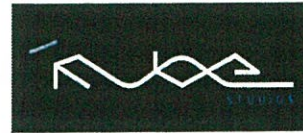
AICS

A handwritten signature in blue ink, appearing to be 'H. G. H.', located in the bottom left corner of the page.



Multimedia communication format, Copywriting and Brand Image		Quantity	Price	Total
Unit	Sub-Units	Quantity	Price	Total
Development of Brandbook Guidelines	Corporate Site Identity Development (Logo Usage & Guidelines)	1	2,200 €	2,200 €
Promotional & Visual Materials.	Corporate Identity Materials Applications: (Business Cards, Letterhead, PPT, Presentation, Envelopes, Folders, Watermarks, E-mail Footer, Other tbd).	1	1,200 €	1,200 €
Website Development & Maintenance	Design, Development, Content Production,	1	17,000 €	17,000 €
	Support & Maintenance	30	250 €	7,500 €
Copywriting	All texts and Translations	1	3,200 €	3,200 €
Original Soundtrack	Main theme, at least 5 adaptations 5', 2', 1', 30", 15".	1	5,000 €	5,000 €
				36,100 €
Executive Production and Post - Production		Quantity	Price	Total
Unit	Sub-Units	Quantity	Price	Total
Creative Concept, Key Messages and Communication Campaign Plan.	N.1 audio-visual narrative campaign: cast, crew, technical means and post-production facilities included. The audio-visual campaign shall be composed as follows:	1	1,500 €	1,500 €
Production & Content Production	A) n.1 narrative video edited in n.4 cuts 2", 1", 30", 15"	1	48,000 €	48,000 €
	B) n.2 institutional video graphics 2" with the information on European commitment for the safeguard and enhancement of the archaeological site of Byllis and achieved results of the initiative	2	5,000 €	10,000 €
	C) n.3 teasers 15" of the narrative video.	3	500 €	1,500 €
New Technologies Campaign Content Production	Traveling exhibition of at least 10 pieces open to the public in at least three main Albanian cities.	1	22,000 €	22,000 €
TV Reportages	At least 5", on the initiative.	6	1,400 €	8,400 €
Web and Social network advertising campaign	Web & Social Campaign Setup and Content Adaptation	1	2,000 €	2,000 €
BTL Campaign	Design and Content Development	1	1,600 €	1,600 €
	Postcards	800	0.60 €	480 €
	Brochures	800	1.20 €	960 €
Merchandising Applications and Promotional Items	T-Shirts	600	5.00 €	3,000 €
	Bags	600	4.00 €	2,400 €
	Hats	600	3.00 €	1,800 €
				103,640 €





Media Planning and Buying Media Strategy: Proposal of Targeted media and scheduling					
Unit	Sub-Units	Quantity	Price	Total	
Media Buying & Planning	OOH (Spread in Cities)	1	11,000 €	11,000 €	
	Led Screens Spread in Rinas + Cities+ Durrës Port	1	6,000 €	6,000 €	
	TV Stations (National and News)	1	48,000 €	48,000 €	
	Google Ads	1	5,000 €	5,000 €	
	Social Media Paid Campaigns	1	3,000 €	3,000 €	
	Media Strategy + Planning + Monitoring + Reporting	1	5,000 €	5,000 €	
<b>N.1 New Technologies campaign:</b>	Public installation of the above N.1 new technologies campaign. At least 3 major cities in Albania	3	5,000 €	15,000 €	
				<b>93,000 €</b>	
Media PR and Press Office					
Unit	Sub-Units	Quantity	Price	Total	
PR and Outreach Activities	Press Conferences or Appearances on Web / TV	4	1,500 €	6,000 €	
Exclusive Media Partner	At least 1 TV Station	1	21,000 €	21,000 €	
Interviews	Two-pages interviews in national and/or international newspapers. On news Portals.	4	1,500 €	6,000 €	
				<b>33,000 €</b>	
Project Management					
Management and Administration Costs	Project Coordination and Project Account Management	48	500 €	24,000 €	
				<b>24,000 €</b>	
				<b>TOTAL Excluding VAT</b>	
				<b>289,740 €</b>	
				VAT	57,948 €
				<b>GRAND TOTAL</b>	
				<b>347,688 €</b>	