DRAFT CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

No <Contract number>

FINANCED FROM THE GENERAL BUDGET OF THE EUROPEAN UNION UNDER THE INTERREG EUROPE PROGRAMME 2021 – 2027

Saranda Municipality (Bashkia Sarandë)

Rruga "Abedin Dino"nr.11, 9701

('the contracting authority'),

of the one part,

and

<Full official name of the contractor>
[<Legal status/title>][1]
[<Official registration number>][2]
<Full official address>
[<VAT number>][3],

('the contractor')

of the other part,

have agreed as follows:

PROJECT <" Developing DIgital and Interactive Storytelling Experiences in Art Galleries and Museums'', with the Acronym '' DIVE IN ART'', MIS IDENTIFICATION CODE: 6010986. Under the Interreg VI-A IPA Greece Albania 2021 – 2027>

CONTRACT TITLE < Provision of Technical Support Services to the Saranda Municipality for the implementation of the project "Developing DIgital and Interactive Storytelling Experiences in Art Galleries and Museums'', with the Acronym '' DIVE IN ART''>

Identification number < ……>

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[1] Where the contracting party is an individual.

[2] Where applicable. For individuals, mention their ID card, passport or equivalent document number.

[3] Except where the contracting party is not VAT registered.

(1) Subject

1.1 The subject of this contract is < Provision of Technical Support Services to the Saranda Municipality for the implementation of the project "Developing DIgital and Interactive Storytelling Experiences in Art Galleries and Museums'', with the Acronym '' DIVE IN ART''> done in Saranda Albania with MIS IDENTIFICATION CODE: 6010986 ('the services').

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

(2) Contract value

This contract, established in [Euro] , is a global price contract. The contract value is [EUR] <amount of the contractor's financial offer with VAT>.

(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 and minutes of the information meeting/site visit] (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Project Team members (Annex IV)
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

These above listed documents make up the contract. They 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.

(5) Other specific conditions applying to the contract

The following conditions to the contract shall apply:

For the purpose of Article 42 of the general conditions, for the part of the data transferred by the contracting authority to the European Commission:

(a) the controller for the processing of personal data carried out within the Commission is the head of contracts and finance unit R4 of DG Neighbourhood and Enlargement Negotiations]

(b) the data protection notice is available at https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes#Annexes-AnnexesA(Ch.2):General]

Done in English in two originals, one original for the contracting authority, one original for the European Commission,] and one original for the contractor.

For the contractor	**For the contracting authority**
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 Indicate here the contact persons, addresses of the parties, their other contact details, the documents to provide and the procedure to be used by the parties for communication

e.g

Project manager for the Contracting Authority and Contractor

OR

Financial manager for the Contracting Authority and the Contractor

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 4 Subcontracting

4.9 [not applicable} remains only for numbering reasons.

Article 7 General obligations

7.8 The contractor should comply with its minimum obligation towards visibility as per the requirements of Interreg Europe Programme Manual. All activities must comply with the rules lay down in the Communication and Visibility Manual of the Project and the general rules for EU External Actions published by the European Commission.

Article 12 - Liabilities

12.2 ‘By way of derogation from Article 12.2, paragraph 2, of the general conditions,compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at 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 from the signature date from both parties until 13th October 2027 or until the official end of the project in case of extension.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 27 Approval of reports and documents

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give 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 it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.

Article 28 Expenditure verification

28.2 [not applicable} remains only for numbering reasons.

Article 29 Payment and interest on late payment

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

Month		**<EUR/***>**
1	**Maximum pre-financing payment**	<WILL NOT PROVIDED>
<Month/ year >	**Deliverable 1**	Amount as per budget line
<Month/ year >	**Deliverable N**	Amount as per budget line
	Total	<Total contract value without VAT>

By derogation, the payments to the contractor of the amounts due under interim and final payments shall be made within 90 days after receipt by the contracting authority of an invoice and of the reports, subject to approval of those reports in accordance with Article 27 of the general conditions.]

29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted The demand must be submitted within two months of receiving late payment.]

29.5 Payments will be made in [Euro] in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

Article 30 Financial guarantee

30.1 By derogation from article 30 of the general conditions, no pre-financing guarantee is required.

Article 40 Settlement of disputes

[40.4 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Administrative Courts of Republic of Albania applying the national legislation of the contracting authority.

Article 42 Data protection

[1. 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 and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[4] and as detailed in the specific privacy statement published at ePRAG.]

[4] OJ L 205 of 21.11.2018, p. 39.