

SERVICE AGREEMENT

Development of MobileApps and Website for NGO Labyrinth

This service agreement (Agreement), has been entered on **05/10/2021**, between the following contractual parties:

NGO **Labyrinth**, as the Contracting Authority,
And

Name and Surname, as the Service Provider, agree to enter into an Agreement for services (Services Agreement) in accordance with the below terms and conditions.

1. The Parties

1.1 **LABYRINTH** is a non-profit organization registered in Kosovo, with registration number 5102156-8 and its address located at str. GazmendZajmi Nr.39c Pristina, Kosovo and, for purposes of this Agreement, shall be referred to as “LABYRINTH” or the “Contracting Authority.”

1.2 **XXXXXX** is a Company with unique identification number **XXXXXXXX** that provides professional services. For purposes of this Agreement, shall be referred to as the “The Service Provider.”

Account No:

Name of the Bank:

Address:

2. Agreement Documents

2.1 The Agreement between the parties shall include the following documents:

- 1) Agreement
- 2) (Annex 1 – Terms of Reference (ToR) which contain all the mandatory specifications, the description and nature of the services to be provided and the deliverables to be submitted;
- 3) Any other Annex or instrument entered into between the parties related to this Agreement.

3. Scope of Work and declaration of the Service Provider

3.1 LABYRINTH, through implementation of the project “Response to Social Protection Challenges of the Marginalized communities Led by Innovation, Education and Functionality (RELIEF)” funded by “The European Union, represented by the European Union Office in Kosovo” is contracting, the Service Provider for providing expertise, professional advice, services and deliverables as set forth in the Terms of Reference (Annex 1).

3.2 Service Provider shall provide all services in strict accordance with this Agreement and the Terms of Reference

3.3 The Service Provider has the professional qualification, the experience and the necessary skills and expertise to complete all tasks and responsibilities foreseen with this agreement;

3.4 All the information presented at the time of entering into this Agreement, including the CV, work experience, certificates, participation in trainings and other oral representations are fully accurate.

3.5 The Service Provider has never been convicted for criminal offences with a final court decision, in Kosovo or abroad, as it is foreseen with the respective legislation.

3.6 In case any of the declarations made under this article is proven to be untrue at the time of entering into this Agreement, such action shall be considered a serious violation of this Agreement, and as a result, the Contracting Authority may terminate immediately this Agreement.

4. Compensation

4.1 The Service Provider agrees to provide the services described in this Agreement and the Terms of Reference.

4.2 The services provided under this agreement will be calculated on the basis of deliverables, as specified in the Terms of Reference.

4.3 The Contracting Authority agrees to compensate the Service Provider as follows: **000.00 Euros gross** (based on 8 hours per day) in a total. The Service Provider shall not be compensated for more than eight (8) hours per work day.

4.4 Business Travel. LABYRINTH will not reimburse the Service Provider for transportation expenses (taxis, buses, flights etc.).

4.5 Local Events. LABYRINTH will not reimburse the Service Provider for local business expenses (event venues, business phone, business internet, printing, etc.) These expenses will be covered by the Contracting Authority.

5. Agreement Period

5.1 The Service Provider agrees to execute and complete the services and duties under this Agreement for the following period: **05 November 2021 to 31March2022**. The period of performance may be modified upon written agreement of the Parties.

5.2 In the event that, due to causes beyond the control and without the fault or negligence of the Service Provider, the Service Provider is unable to fulfill obligations required by this Agreement within the allotted time frame, LABYRINTH may grant the Service Provider an extension of time as may be possible to facilitate Agreement completion.

6. Billing, Payment and Responsibilities

6.1 Payment will be made directly to the Service Provider upon submission of invoices and statements for services rendered. The Service Provider shall submit to LABYRINTH a timesheet (Daily, Weekly or Monthly) along with summaries of services performed. The timesheet shall contain a statement of hours worked on a daily basis and a description of services performed.

6.2 The Payment from paragraph 1 of this article shall be done in Euro in the bank account of the Service Provider. Payment is done upon successful completion and acceptance of the services provided and upon acceptance and approval of Time Sheets. Any bank charges which may occur in case of bank transfer shall be included in the total price provided in paragraph 1 of this article.

6.3 The Service Provider is an independent Contractor and not an employee, servant, agent, partner or joint venture of LABYRINTH.

6.4 The payment from paragraph 3 of the article 4 is gross and the LABYRINTH shall make any deductions from it for taxes, pension contributions and other deductions as may be required by the applicable laws of Kosovo when they apply. The Service Provider, from the gross payment provided in paragraph 3 of the article 4 shall receive the net amount following the deduction of personal income taxes according to the (Law No. 03/L-161).

6.5 The Service provider of goods/services, when billing, where the evidence is provided by the contracting authority that the purchased goods/services are funded by donations, the billing will be without VAT, noting in the invoice the reference of Article 33, paragraf

6.6 The Service Provider is responsible for applying and obtaining Labor Permit and Residence Permit, in applicable cases, and for its legal status in Kosovo. International Consultants must be able to issue an invoice for the service provided.

7. Acceptance of Service/Product/Deliverable

7.1 LABYRINTH shall have ten (10) working days from the delivery of any completed service prepared under this Agreement to respond in writing. If LABYRINTH believes the completed product does not conform to the requirements of the Agreement, it will notify the Service Provider in writing within the above-mentioned ten (10) days and will indicate with particularity how the product fails to conform. In that event, the Service Provider shall have five (5) days to bring product into conformity for acceptance by LABYRINTH. In the absence of such notice of non-conformance, acceptance of the product will be presumed.

8. Termination of Agreement

8.1 Contracting Authority has the right to terminate this Agreement if the Service Provider does not deliver or delivers unsatisfactorily the tasks and responsibilities foreseen with this Contract; if it does not deliver the obligations within the specified period provided in this Agreement; or commits a serious violation of the obligations contained in this Agreement.

8.2 The parties to this Agreement may terminate the Agreement with a prior written notice of 15 (fifteen) days, completing all contractual obligations up to the termination day.

8.3 LABYRINTH may terminate this Agreement with a prior written notice of 7 (seven) days if any of the following events occurs: a) the LABYRINTH changes any or all conditions of the Agreement with the Service Provider; b) LABYRINTH terminates or otherwise cancels the Agreement with the Service Provider.

9. Confidentiality, Intellectual Property and Protection of Information

9.1 The Service Provider shall treat and maintain as confidential all information about the functioning of the Contracting Authority, information and the sources of the information, management system, donors and business partners, and any other information concerning the Contracting Authority business activities as well as any information received during the implementation of the tasks and responsibilities contained in this Agreement for the Service Provider. The obligation of confidentiality shall be interpreted broadly to include any type of business information.

9.2 All engagements and materials produced; any product or intellectual property created by the Service Provider during the completion of the tasks and responsibilities foreseen with this Agreement for the Contracting Authority, comprises and shall remain exclusive intellectual property of the Contracting Authority (work for hire).

9.3 Violation of obligations of confidentiality and related to intellectual property rights from this article will result in compensation for material damages and economic losses for the Contracting Authority by the Service Provider. This shall not limit the right of the Contracting Authority to initiate any other procedure for protection of its rights, including but not limited to administrative procedure and judicial procedure for the protection of all rights and legitimate interests of the Contracting Authority.

9.4 The Service Provider is obliged to protect information released or received with respect to the implementation of his duties and responsibilities foreseen with this Agreement and not disclose such information under any circumstances to a third party outside the Contracting Authority.

9.5 Copyrights. LABYRINTH shall hold all rights, title, and interest in and to all data, report materials, reports, copyrights, artwork, illustrations and other original material produced pursuant to this Agreement.

10. Dispute Resolution

10.1 Any dispute, disagreement or claim arising from or in connection with this agreement, including breach, termination or non-validity of the Agreement, parties agree to first attempt to resolve amicably between themselves.

10.2 If after a period of fifteen (15) days following the commencement of the procedure for amicable resolution, parties do not reach an agreement, the contracting parties recognize the competence of Basic Court in Pristina as the competent forum for settling the dispute.

10.3 This Agreement shall be governed and interpreted pursuant to the applicable laws of the Republic of Kosovo. The Albanian version of the Agreement shall take precedence over the version in the English language.

11. Merger Clause

11.1 This agreement includes the entire agreement between the parties. Any prior exchange, negotiation or correspondence including but not limited to, any public announcement, offer or any representation made electronically, orally or in writing, are replaced by this Agreement and may not apply to the interpretation or meaning of certain provisions of this agreement.

12. Final Provisions

12.1 Both parties fully understand this Agreement and conditions set forth therein, and sign the same voluntarily without any coercion, intimidation or other form of pressure.

12.2 This Agreement is signed in two (2) authentic copies, one for each party.

LABYRINTH

SafetBlakaj, Executive Director

SERVICE PROVIDER

Name and Surname

Title

Date:

Date:

SPECIFICATIONS AND SCOPE OF WORK

1. Introduction

The NGO Labyrinth deals with the prevention of drug and alcohol abuse, the treatment of drug and alcohol addiction, and the reduction of drug injection-related harm. Within the Labyrinth center there are three centers: Center in PRISHTINA with units in GJLAN and PRIZREN. The prevention sector, which operates within the Labyrinth center, deals with informing and educating drug users as well as the general public, with a special focus on young people, about drugs and the dangers posed by their abuse. Within this sector, various educational and informational projects are implemented for young people, as well as psycho-social training is provided for NGOs and CSOs.

As part of a project, the NGO Labyrinth is looking to develop a Mobile Application on the Android and iOS platform as well as develop a website.

2. Mobile Application Requirements

It is required to develop a mobile application on Android and iOS platforms. This application will be used by social service providers (NGOs) to facilitate their work and will be free to download. The mobile application will contain protocols, manuals, documents and information for NGOs providing social services at the local and central level, in order to facilitate referral. This application will not only help professionals but also others who do not have information on where to seek help for their problems. The mobile application will be linked to web pages on which the above mentioned notes of the mobile application will be published.

The application should be developed cross-platform, for Android and iOS, respectively in Xamarin, C # and XAML.

3. Website Requirements

Website and CMS required to be developed from the ground up for the NGO Labyrinth. The general requirements are:

- Proposed graphic designs until approved by the NGO Labyrinth
- Website and CMS should be developed using the latest .NET Framework technologies through the ASP.NET MVC platform with the Microsoft SQL Server database
- The website and CMS will be suitable for desktop and mobile devices, as well as tablets and other emerging technologies. The new website should automatically adapt to the user screen whether it is a mobile device, tablet or desktop.
- Must be supported by all browsers such as: Internet Explorer, Firefox, Chrome, Opera, Safari, etc.
- The website should have a search engine for all the materials published on it
- Website and CMS must be in three languages (Albanian, English and Serbian)
- There should be an interactive feature that will display ongoing projects (slider) and be visible on the first page of the web page.
- It should be developed as a content management platform (CMS) with different levels of access based on the specific privileges of the user respectively the role. Have role-based security, with the ability to register and change their roles and privileges by modules. Each user can be assigned a role.
- Must have the ability to dynamically manage pages and add pages to the CMS
- It should be possible to upload and publish photos, videos and other materials

- The website should be simple, easy to use, with a small number of clicks or searches, and in the shortest time possible
- The website should enable the administrator to dynamically create the Survey with one or more questions and answers, to which the user can answer as easily as possible.
- Transfer all data from existing website (ASP.NET technology and MS SQL Server)
- Sitemap (website structure)
- All modules must be dynamic
- Some of the modules are:
 - article module (news, activities, blog, etc.)
 - publications module
 - video gallery module
 - photo gallery module
 - tender module and jobs
 - document module
 - survey and survey module
 - Frequently Asked Questions module
 - contact module
 - text module, etc.
 - 2 people should be trained for 1 day in use and administration of all modules of the website.

4. Hosting Requirements

- Hosting and domain, required for 3 years
- Minimum server requirements: Windows Server 2012 R2 or later, IIS 8.5 or later, MS SQL Server 2014 or later
- Extension of the domain name labyrinthi-ks.org for 3 years
- SSL Certificate for website and CMS
- Publication of mobile applications in the Play Store and Apple Store is required for 3 years.

Responsibilities:

Establish effective working relationship with LABYRINTH staff and partners

Reporting:

The Service Provider shall report directly to the Executive Director and Project Manager.