



REPUBLIKA E KOSOVËS – REPUBLIKA KOSOVO – REPUBLIC OF KOSOVO

QEVERIA E KOSOVËS – VLADA KOSOVA – GOVERNMENT OF KOSOVA

MINISTRIA E EKONOMISË DHE FINANCAVE – MINISTARSTVO PRIVREDE I FINANSIJA –  
MINISTRY OF ECONOMY AND FINANCE

*CONTRACT & SPECIAL CONDITIONS & RELATED ANNEXE*

**Ministry of Economy and Finance, Republic of Kosovo**  
**("Contracting Authority")**

And

- (1) BBR Saatchi & Saatchi
- (2) Zenith Media
- (3) BBR Interactive
- (4) "PR Solutions" (local Partners)

All four, by: BBR S&S EUROPE

Have agreed as follows:

**CONTRACT TITLE** Execution of nation branding and international media campaign for the  
Republic of Kosovo  
**Identification number** 201-08-003-211

**Article 1 Object**

- 1.1 The object of the contract shall be creative and advertisement production as well as the branding for Kosovo by the contractor to the Client.
- 1.2 In providing its services, the Contractor shall comply strictly with the terms of this contract.
- 1.3 The scope, manner and place of acceptance of the services shall be in accordance with the SOW as detailed in the Special Conditions.

**Article 2 Price**

- 2.1 The price of the services shall be that shown on Article 2.4 below. The total contract price shall be shown in Euros.

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OR

2.2 Unless specifically indicated otherwise in this contract, the price referred to in Article 2.1 above shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract.

2.3 Payments shall be made in accordance with the Special Conditions.

2.4 5,704.000.00 € total contract value for the Initial Term.

### Article 3 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

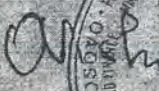

- this contract agreement;
- the Special Conditions, including the technical annex;
- the General Conditions;
- other documents and provisions of the tender and the Contractor's tender ("Tender Dossier")


The various documents making up the contract shall be deemed mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

### Article 4 Communications

Any written communication relating to this Contract between the Contracting Authority and/or the Contracting Authority Representative, on the one hand, and the Contractor on the other shall be made solely by the points of contact designated by the parties (see Article 4 of the Special Conditions) and must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand according to article 4 of the Special Conditions. Any reference in this contract to the term "Procurement Officer" shall mean the point of contact appointed by the Contracting Authority.

Done in English, in five originals, four originals being for the Contracting Authority and one original being for the Contractor.

For the Contracting Authority		For the Contractor	
Name:	Osman Vishaj	Name:	Yossi Lubaton
Position:	Procurement Officer Ministry of Economy and Finance	Position:	CEO
Signature:		Signature:	
Date:	14 April 2009	Date:	14 April 2009



**CONTRACT SECTION I**

**GENERAL CONDITIONS**

**FOR SERVICE CONTRACTS FINANCED BY KOSOVA CONSOLIDATED BUDGET  
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 Words designating persons or parties shall include firms and companies and any organisation having legal capacity.

**Article 2 Law and language of the contract**

- 2.1 The Special Conditions shall specify the law governing all matters covered by the contract.
- 2.2 The contract and all written communications between the parties will be drafted in the language of the procedure.

**Article 3 Order of precedence of contract documents**

- 3.1 Save where otherwise provided in the special conditions, the contract is made up of the following documents, in order of precedence:
- the contract agreement;
  - the Special Conditions, including the technical annex;
  - the General Conditions; and;
  - the Tender Dossier;

Addenda have the order of precedence of the document they are modifying.

- 3.2. The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

**Article 4 Communications**

4.1 Communications between the Contracting Authority and/or the Procurement Officer on the one hand, and the Contractor on the other, shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Contracting Authority and/or the Procurement Officer on the one hand, and the Contractor on the other hand, shall be sent by post, cable, telex, fax transmission, or delivered by hand, to the addresses designated by the Parties for that purpose.

4.2 If the person sending a communication requires acknowledgement of receipt, he shall indicate this in his communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.

4.3 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", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

**Article 5 Assignment**

5.1 An assignment shall be valid only if it is a written agreement by which the Contractor transfers his contract or part thereof to a third party.

5.2 The Contractor may not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest there under, 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

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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.

c) assignment of the billing element for tax or VAT purposes

5.3 For the purpose of Article 5.2, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of his obligations for the part of the contract already performed or the part not assigned.

5.4 If the Contractor has assigned his contract without authorisation, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.

#### **Article 6 Subcontracting**

6.1 A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of his contract to a third party.

6.2 The Contractor may subcontract without the prior written authorisation of the Contracting Authority. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall notify the Contractor of its decision within 30 days of receiving the notification, stating its reasons if authorisation is withheld.

6.3 Subcontractors must satisfy the eligibility criteria applicable for the award of the contract.

6.4 The Contracting Authority recognises no contractual link between itself and the subcontractors.

6.5 The Contractor shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor shall not relieve the Contractor of any of his obligations under the contract.

6.6 If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the Contractor in respect of the services provided by the subcontractor, the Contractor must, at any time after the expiration of the warranty period, transfer immediately to the Contracting Authority, at the Contracting Authority's request and cost, the benefit of such obligation for the unexpired duration thereof.

6.7 If the Contractor enters into a subcontract without approval, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 35.

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

#### **Article 7 Supply of documents**

7.1 If necessary, within [30] days of the signing of the contract, the Procurement Officer shall, where necessary, provide the Contractor, free of charge, with a copy of the drawings prepared for the performance of the contract and a copy of the specifications and other contract documents. The Contractor may purchase or receive additional copies of these drawings, specifications and other documents, in so far as they are available. Upon the issue of the warranty certificate, or upon final acceptance, the Contractor shall return to the Procurement Officer all drawings, specifications and other contract documents.

7.2 Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the Procurement Officer shall not be used or communicated to a third party by the Contractor without the prior consent of the Procurement Officer.

7.3 The Procurement Officer shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.

7.4 The special conditions must indicate the procedure used, if necessary, by the Contracting Authority and the Procurement Officer to approve drawings and other documents provided by the Contractor.

#### **Article 8 Assistance with local regulations**

8.1 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 where the services are to be delivered which may affect the Contractor in the performance of his obligations under the contract.

The Contracting Authority shall provide the assistance requested to the Contractor.

8.2 If necessary, the Contractor shall duly notify the Contracting Authority of details of the services so that the Contracting Authority can obtain the requisite permits or import licences.

8.3 If necessary, the Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the performance dates for the contract.

8.4 Subject to the provisions of the laws and regulations on foreign labour of the states in which the services are to be delivered, the Contracting Authority shall make every effort to help the Contractor obtain all the visas and permits required for the personnel whose services the Contractor and the Contracting Authority consider necessary and residence permits for their families.

#### **Article 9            The Contractor's obligations**

9.1 The Contractor shall perform the contract with due care and diligence including, where specified, the design, delivery, testing and provision of the services and carrying out of any other work related to provision of the services including the remedying of any defects in the services. Each party shall also provide all necessary equipment, supervision, labour related to the provision of the services and facilities required for its performance of the contract and to enable the parties to execute the purpose of this contract.

9.2 The Contractor shall comply with administrative orders given by the Contract Authority Representative. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the Contract Authority Representative thereof, giving his reasons, within [30] days of receipt of the order. Execution of the administrative order shall not be suspended because of this notice.

9.3 The Contractor shall respect and abide by all laws and regulations in force in the state of the Contracting Authority and shall ensure that his personnel, their dependants, and his 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, his employees and their dependants of such laws and regulations.

9.4 The Contractor shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Procurement Officer. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final. This clause shall apply also after expiry of this Agreement.

9.5 If the Contractor is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract according to the law of the state of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.

#### **Article 10        Staff**

10.1 The Contractor shall comply with the indicated names and professional qualifications of the staff being responsible for the provision of the services any replacement of staff shall be approved by the Contracting Authority within 30 days of receipt of request thereon from the Contractor.

#### **Article 11        Performance guarantee**

11.1 The Contractor shall, within 30 days of receipt of the notification of the award of contract, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be specified in the Special Conditions.

11.2 The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

11.3 The performance guarantee shall be in the format required in the tender dossier, Part A, SECTION III.2.2)

11.4 The performance guarantee shall be denominated in Euro. No payments shall be made in favour of

the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

11.5 During the performance of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. 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. Before so doing, the Contracting Authority shall send a registered letter with acknowledgement of receipt, which shall set a new deadline of no less than 15 days from the day of delivery of the letter.

11.6 The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

11.7 Except for such part as may be specified in the Special Conditions in respect of after-sales service, the performance guarantee shall be released within [30] days of the issue of the final acceptance certificate.]

## **Article 12 Insurance**

12.1 An insurance policy may be required to cover the provision of services; the conditions of this insurance policy may be specified in Article 12 of the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor.

12.2 Notwithstanding the Contractor's insurance obligations under Article 12.1, the Contractor shall bear sole liability for, and indemnify the Contracting Authority and the Procurement Officer against, any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

## **Article 13 Sufficiency of tender prices**

13.1 Subject to any provisions which may be laid down in the Contract Agreement and / or the Special Conditions, the Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper performance of the contract and to have included in his rates and prices all costs related to the services, in particular: and without limitation

- a) the costs of transport;
- b) the cost of documents relating to the services where such documents are required by the Contracting Authority;
- c) performance and supervision of the delivered services;
- d) furnishing of tools required for maintenance of the delivered services;
- e) furnishing of detailed operation and maintenance manuals for each unit of the delivered services, as specified in the contract;
- f) supervision or maintenance of the services, for a period of time stated in the contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract;
- g) training of the Contracting Authority's personnel, at the Contractor's premises and/or elsewhere as specified in the contract.

13.2 Since the Contractor is deemed to have determined his prices on the basis of his own calculations, operations and estimates, he shall, at no additional charge, carry out any work that is the subject of any item in his tender for which he indicates neither a unit price nor a lump sum.

## **Article 14 Tax and customs arrangements**

16.2 For any additional supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be included.

**Article 15 Commencement order**

15.1 The Contracting Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by administrative order issued by the Procurement Officer.

15.2 Save where the Parties agree otherwise, performance of the contract shall begin no later than [90] days after notification of award of contract. After that date the Contractor shall be entitled not to perform the contract and to obtain its termination or compensation for the damage he has suffered. The Contractor shall forfeit this right unless he exercises it within [30] days of the expiry of the [90]-day period.

**Article 16 Period of execution of tasks**

16.1 The period of execution of tasks shall commence on the date fixed in accordance with each specific order given by MINISTRY OF ECONOMY AND FINANCE and shall be as stated in the order to carry out the specific task without prejudice to extensions of the period which may be granted under Article 20.

16.2 If provision is made for separate periods of performance for separate lots, such periods shall not be aggregated in cases where one Contractor is allocated more than one lot.

**Article 17 Extension of period**

17.1 The Contractor may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:

- a) extra or additional services ordered by the Contracting Authority;
- b) exceptional weather conditions in the country of the Contracting Authority which may affect installation or provision of the services which could not reasonably have been foreseen by a competent contractor;
- c) physical obstructions or conditions which may affect provision of the services, which could not reasonably have been foreseen by a competent contractor;
- d) failure of the Contracting Authority to fulfil its obligations under the contract in such a manner that this affects the provision of the services;
- f) any suspension of the delivery and/or provision of the services which due to the Contracting Authority's default;
- g) force majeure namely an event beyond the Contractor's control, the delay may then be only so long as the force majeure prevents performance of the services and the Contractor shall be under a duty to mitigate the force majeure. For the avoidance of doubt, failure of subcontractors is not a force majeure;
- h) any other causes referred to in these General Conditions which are not due to the Contractor's default.

17.2 Within [15] days of realising that a delay might occur, the Contractor shall notify the Procurement Officer of his intention to make a request for extension of the period of performance to which he considers himself entitled and, save where otherwise agreed between the Contractor and the Procurement Officer, within [30] days provide the Procurement Officer with comprehensive details so that the request can be examined.

17.3 Within [30] days the Procurement Officer shall, by written notice to the Contractor after due consultation with the Contracting Authority and, where appropriate, the Contractor, grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

**Article 18 Delays in execution**

18.1 If the Contractor fails to deliver or perform any or all of the services within the time limit(s) specified in the contract or the specific order for services, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to 0.1% of the value of the undelivered services to a maximum of 15% of the total value of



the contract.

18.2 If the non-delivery of any of the services prevents the normal use of the services as a whole, the liquidated damages provided for in paragraph 21.1 shall be calculated on the basis of the total contract value.

18.3 If the Contractor is in breach of the contract, the Contracting Authority may, after giving written notice to the Contractor do any one or more of the following:

- seize the performance guarantee;
  - if the breach is material terminate the contract, in which case the Contractor will have no right to compensation; and
  - enter into a contract with a third party for the provision of the balance of the services
- exercise a step- in right to manage the contract.

The Contractor shall not be paid for this part of the contract. The Contractor shall also be liable for the additional costs and damages caused by his failure.

#### Article 19 Variations

19.1 The quantitative objectives as stated in the SOW cannot be altered substantially under the present contract.

19.2 The Contract Authority Representative shall have the power to order any reasonable minor - not substantial - variation to any part of the services necessary for the proper completion and/or functioning of the services. Such variations may include reasonable minor - not substantial - additions, omissions, substitutions, changes in quality, form, character, kind, place of delivery, and in the specified sequence, method or timing of execution of the services. No order for a reasonable, minor variation may result in any change of the fixed price of the contract.

19.3 No variation shall be made except by administrative order, subject to the following provisions:

a) if, for whatever reason, the Contract Authority Representative believes it absolutely necessary to give an order orally, he shall confirm the order by an administrative order as soon as possible;

b) if the Contractor confirms in writing an oral order given for the purpose of Article 19.3.a and the confirmation is not contradicted in writing forthwith by the Contract Authority Representative, an administrative order shall be deemed to have been issued for the variation;

19.4 Save where Article 19.2 provides otherwise, prior to issuing an administrative order for a variation, the Contract Authority Representative shall notify the Contractor of the nature and form of that variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Contract Authority Representative a proposal containing:

- a description of the tasks, if any, to be performed or the measures to be taken and a performance programme;
- any necessary modifications to the performance programme or to any of the Contractor's obligations under the contract;
- any increase to the contract price in accordance with the rules set out in Article 19.

19.5 Following the receipt of the Contractor's submission referred to in Article 19.4, the Procurement Officer shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out. If the Procurement Officer decides that the variation is to be carried out, he shall issue an administrative order stating that the variation is to be made and the increase of the fixed price of the contract as proposed by Contractor pursuant to the last bullet of Article 19.3 above.

#### Article 20 Suspension

20.1 The Procurement Officer may, by administrative order, at any time, instruct the Contractor to suspend:

a) the delivery of services to the place of acceptance at the time specified for delivery in the performance programme or, if no time specified, at the time appropriate for it to be delivered; or

20.2 Additional unavoidable expenses legitimately incurred by the Contractor in connection with such suspension shall be added to the contract price. The Contractor shall not be paid any additional expenses



if the suspension is:

- a) necessary owing to some default of the Contractor; or
- b) necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the Procurement Officer or the Contracting Authority.

20.3 The Contractor shall not be entitled to such additions to the contract price unless he notifies the Procurement Officer, within [30] days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.

20.4 The Procurement Officer, after consultation with the Contracting Authority and the Contractor, shall determine such extra payment and/or extension of the period of performance to be made to the Contractor in respect of such claim as shall, in the reasonable opinion of the Procurement Officer, be fair and reasonable. The determination of the Procurement Officer regarding any extra payment shall be approved by the Contractor. In the event the Contractor disapproves such determinations, the extra payment shall be determined by a single arbitrator, to be appointed by the parties.

20.5 If the period of suspension exceeds [60] days, and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Procurement Officer, request to proceed with the services within [30] days, or terminate the contract.

20.6 Where the award procedure or performance of the contract is materially vitiated by substantial errors or fraud, the Contracting Authority shall suspend performance of the contract. Where such errors or fraud are attributable to the Contractor, the Contracting Authority may also refuse to make payments or may recover monies already paid, up to the amount of direct damage incurred by the Contracting Authority due to such errors or fraud.

The purpose of suspending the contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, performance of the contract shall resume as soon as possible. A substantial error or irregularity shall be any material infringement of the contract resulting from any act or an omission of Contractor that causes a material, substantial, irreparable loss to the Contracting Authority, and after a written notice of such damage was submitted to Contractor, and Contractor has failed to reduce such loss incurred within 30 days from receipt of such notice.

## MATERIALS AND WORKMANSHIP

### Article 21 Quality of services

21.1 The services must in all respects satisfy the technical specifications laid down in the contract and substantially conform in all respects to the drawings, surveys, patterns and other requirements in the contract, which must be held at the disposal of the Contracting Authority or the Procurement Officer for the purposes of identification throughout the period of performance.

21.2 Any preliminary technical acceptance stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the Procurement Officer and/or any person that contracting authority delegates it and/or any person that contracting authority delegates it. The request shall specify the items and patterns submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The items and patterns specified in the request must be certified by the Procurement Officer and/or any person that contracting authority delegates it as meeting the requirements for such acceptance prior to their incorporation in the services.

21.3 Even if items to be incorporated in the services have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the opportunity to repair and make good items which have been rejected, but such items will be accepted for incorporation in the services only if they have been made good to the satisfaction of the Procurement Officer and/or any person that contracting authority delegates it.

### Article 22 Inspection and testing

22.1 The Contractor shall ensure that the services are delivered to the place of acceptance in time to allow the Procurement Officer to proceed with acceptance of the services. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be

permitted to advance any grounds for delay.

22.2 The Procurement Officer shall be entitled, from time to time, to inspect and examine the provided services and any delivered additional supply, and check the progress of development of anything being prepared for delivery under the contract, in order to establish whether the components of the provided services are of the requisite quality. This shall take place at the place of preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.

22.3 For the purposes of such tests and inspections, the Contractor shall:

- a) agree, with the Procurement Officer, the time and place for tests;
- b) give the Procurement Officer access at all reasonable times to the place where the tests are to be carried out.

22.4 If the Procurement Officer is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Procurement Officer, proceed with the tests, which shall be deemed to have been made in the Procurement Officer's presence. The Contractor shall immediately send duly certified copies of the test results to the Procurement Officer, who shall, if he has not attended the test, be bound by the test results.

22.5 When components have passed the above-mentioned tests, the Procurement Officer shall notify the Contractor or endorse the Contractor's certificate to that effect.

22.6 If the Procurement Officer and the Contractor disagree on the test results, each shall state his views to the other within 15 days of such disagreement. The Procurement Officer or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by common consent. All test reports shall be submitted to the Procurement Officer, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.

22.7 In the performance of their duties, the Procurement Officer and any person authorised by him shall not disclose to unauthorised persons information concerning the Contractor's methods of performance and operation obtained through inspection and testing.

## PAYMENTS

### Article 23 Methods of payment

23.1 Payments shall be made in euro. 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.

23.2 Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the payment request, must be used to report changes of bank account.

23.3 Sums due shall be paid within no more than [30] calendar days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met.

23.4 The [30]-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because the appropriate substantiating documents above have not been provided or because there is evidence that the expenditure might not be eligible under this contract. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within [30] days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.

23.5 The payments shall be made in accordance with section 23 of the Special Conditions.

- a) [15] % of the contract price shall be reserved as payment for any unexpected costs or expenses which are not defined in the SOW (the "Reserve"), and shall be paid pursuant to a respective decision of the Contracting Authority or in accordance with sub-article (f) below, the earlier of which.

b) [20] % of the contract price shall be paid upon signature of this contract, against provision of the letters of comfort referred to in Article 11 of the Special Conditions.

c) [20] % of the contract price shall be paid upon approval of the annual SOW.

d) [15] % of the contract price shall be paid upon commencement of works on the First Campaign, as defined in the SOW, subject to Contractor's compliance with the SOW including with respect to any deliverables and timetables therein.

e) [20] % of the contract price shall be paid as defined in the SOW, but not later than December 15, 2009, subject to Contractor's compliance with the SOW including with respect to any deliverables and timetables therein.

f) [10] % of the contract price, plus (+) any unpaid portion of the Reserve (to sum up to 100% of the contract price), shall be paid 60 days before the end of the Year, subject to Contractor's compliance with the SOW including with respect to any deliverables and timetables therein.

23.5 The payment obligations of the Contracting Authority under this Contract shall not cease, unless the Contract is terminated in accordance with these General Conditions.

23.6 Unless otherwise stipulated in the contract agreement, addenda and/or in the Special Conditions, contracts shall be at fixed prices, which shall not be revised.

23.7 The Contractor undertakes to repay any amounts paid in excess of the amounts due to the Contractor within 45 days of receiving a request to do so. Should the Contractor fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may (unless the Contractor is a government department or public body of Kosovo) increase the amounts due by adding interest at the rediscount rate applied by the Central Banking Authority of Kosovo of the Contracting Authority on the first day of the month in which the time-limit expired, plus [three and a half] percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Contracting Authority (exclusive), and the date on which payment is actually made (inclusive). Any partial payments shall first cover the interest thus established.

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 Parties' right to agree on payment in instalments. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

#### **Article 24 Payment to third parties**

N/A

#### **Article 25 Delayed payments**

25.1 The Contracting Authority shall pay the Contractor sums due within 45 days of the date on which an admissible payment is registered, in accordance with Article 43 of these General Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43 of the Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the [45] days following their receipt accompanied by the requisite documents.

25.2 Once the deadline laid down in Article 23.3 has expired, the Contractor may, in addition to any other remedy available to it, within seven (7) days of late payment, claim late-payment interest at the base rate applied by the Bank of England on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

25.3 Any default in payment of more than [30] days from the expiry of the period laid down in Article 23.3 shall entitle the Contractor either not to perform the contract or to terminate it, with seven [7] days' prior notice to the Contracting Authority and the Procurement Officer.

### **BREACH OF CONTRACT AND TERMINATION**

#### **Article 26 Breach of contract**

26.1 A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.

26.2 Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:

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

26.3 In addition to the above-mentioned measures, direct damages only, may be awarded.

The amount and procedures for these damages shall be laid down in the Special Conditions.

26.4 Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall not be set off from the sums due to the Contractor, from the deposit, or by payment under the guarantee.

#### **Article 27 Termination by the Contracting Authority**

27.1 The Contracting Authority may, after giving the Contractor 45 days' notice, terminate the contract in any of the following cases, if Contractor fails to remedy his failure within the said 45 days period:

a) the Contractor materially fails to perform his obligations under this contract, which failure is due to any will full misconduct or gross negligence act by the Contractor.

27.2 Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the contract. The Contractor's liability for delay in completion shall immediately cease upon termination without prejudice to any liability thereunder that may already have occurred.

27.3 The Procurement Officer shall, upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the execution of the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

27.4 In the event of termination, the Procurement Officer shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the services delivered and take an inventory of any materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract.

27.5 The Contracting Authority shall not be obliged to make any further payments to the Contractor until the services are completed, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of providing the services or shall pay any balance due to the Contractor prior to the termination of the contract.

27.6 If the Contracting Authority terminates the contract it shall be entitled to recover from the Contractor any loss it has suffered under the contractual conditions set out in Article 2 of the Special Conditions.

#### **Article 28 Termination by the Contractor**

28.1 The Contractor may, after giving at least 30 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:

- fails to materially perform its obligations under this contract including without limitation, failure to pay the Contractor all the amounts due, on due time;
- consistently fails to meet its obligations after repeated reminders; or
- suspends the delivery of the services, or any part thereof, for more than [60] days, for reasons not specified in the contract or not attributable to the Contractor.

28.2 Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor.

28.3 In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

#### **Article 29 Force majeure**

29.1 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 event of force majeure arising after the date of notification of award or the date when the contract becomes effective, whichever is the earlier.

29.2 For the purposes of this Article, the term "force majeure" means strikes, lock-outs or other



industrial disturbances, wars whether declared or not, blockades, insurrection, riots, epidemics, natural disasters, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

29.3 Notwithstanding any other provisions of this contract, the Contractor shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. Nor, notwithstanding the provisions of Articles 28 and 37, shall the Contracting Authority be liable for the payment of interest on delayed payments, for non-performance or for termination by the Contractor for 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.

29.4 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 Procurement Officer, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Procurement Officer in writing, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing and the Contracting Authority shall continue to pay any amounts due therefore. The Contractor shall not employ such alternative means unless directed to do so by the Procurement Officer.

29.5 If the Contractor incurs additional costs in complying with the Procurement Officer's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the Procurement Officer.

29.6 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 the other with [30] days' notice to terminate the contract. If, on the expiry of the period of [30] days, the situation of force majeure still applies, the contract shall be terminated and, by virtue of the law governing the contract, the Parties shall be released from further performance of the contract.

#### **Article 30 Death**

30.1 Where 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 the heirs or beneficiaries if they have notified their wish to continue the contract. The decision of the Contracting Authority shall be notified to those concerned within [30] days of receipt of such proposal.

30.2 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.

30.3 In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the Contracting Authority thereof within [15] days of the date of decease.

30.4 Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the original Contractor. Continuation of the contract shall be subject to the rules relating to establishment of the guarantee provided for in Article 11.

### **DISPUTE SETTLEMENT**

#### **Article 31 Amicable dispute settlement**

31.1 The Parties shall make every effort to settle amicably any dispute which may arise between them. Once a dispute has arisen, the Parties shall notify each other in writing of their positions on the dispute and any solution which they consider possible. If either Party deems it useful, the Parties shall meet and try and settle the dispute. A Party shall respond to a request for amicable settlement within [15] days of such a request. The maximum period laid down for reaching such a settlement shall be [30] days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a Party fail to respond in time to requests for a settlement, either Party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.

31.2 If the amicable dispute-settlement procedure fails, the Parties may agree to try conciliation through the [insert institution]. If no settlement is reached within [30] days of the start of the conciliation procedure, each Party shall be entitled to move on to the next state of the dispute-settlement procedure.

#### **Article 32 Dispute settlement by litigation**

If no settlement is reached within [30] days of the start of the amicable dispute-settlement procedure, each Party may seek:

- a) either a ruling from a court
- b) or an arbitration ruling

in accordance with the Special Conditions of this contract.

### **ETHICS CLAUSES**

#### **Article 33 Ethics clauses**

33.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall lead to the rejection of his tender.

33.2 Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment to the Contracting Authority for the contract.

33.3 This prohibition also applies to any other public procurement activity of the Contractor in KOSOVO that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor between said procurement and the services provided hereunder.

33.4 When putting forward a tender, the tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the procurement activity. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.

33.5 The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

33.6 For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

33.7 The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

33.8 The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.

33.9 The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

33.10 The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

33.11 The Kosova Public Procurement Regulatory Commission reserves the right to suspend or cancel contract if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

33.12 Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main 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 commissions paid to a company which has every appearance of being a front company.

33.13 The Contractor undertakes to supply the Kosova Public Procurement Regulatory Commission on request with all reasonable supporting documents relating to the conditions of the contract's execution. The PPRC may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

#### **Article 34 Administrative and financial penalties**

34.1 Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations or has been found to have seriously failed to meet his contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the Contractor. The Contractor may present his arguments against this penalty within [30] days of notification of the penalty by registered letter with acknowledgement of receipt or any equivalent means. In the absence of any reaction on the part of the Contractor, or of withdrawal of the penalty by the PPRC within [30] days of receipt of the Contractor's arguments against it, the decision imposing the penalty shall become enforceable. That period may be increased to three years in the event of a repeat offence within five years of the first infringement.

34.2 If the Contractor is found to have seriously failed to meet its contractual obligations, it shall incur financial penalties representing [10] % of the total value of the contract in question. That rate may be increased to [20] % in the event of a repeat offence within five years of the first infringement.

#### **Article 35 Checks and audits**

35.1 The Contractor will allow the Kosova General Auditor to verify, by examining the documents or by means of on-the-spot checks, the implementation of the contract and 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. These inspections may take place up to [2 years] after the final payment.

## CONTENTS

The conditions set forth below, revoke, modify, amplify and / or supplement, as applicable, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other clauses may be introduced to cover specific situations. The indication below of any given Article of the General Conditions as "N/A" (i.e., not applicable), means that such Article shall have no effect in this contract.

**A. Contracting Authority Representative**

The Contracting Authority shall appoint an official representative on its behalf that would serve as a Liaison Person by the Contracting Authority for the Contractor and will also serve as coordinator between all Government officials and on behalf of the Contracting Authority (above and hereinafter "Contracting Authority Representative"). Throughout the term of this agreement, for rendering its services according to this agreement, in any professional matter, Contractor shall interface directly with the Contract Authority Representative on behalf the entire Contracting Authority. Contracting Authority Representative will represent the Government and the Contracting Authority interests and its feedback and decision will bind the Contracting Authority and the Government.

The name of the Contracting Authority Representative is: Emira Ajeti.

Should the Contracting Authority wish to replace the Contracting Authority Representative, it will inform the Contractor about the change and the name of the new Contracting Authority Representative in writing according to the procedure set herein.

**B. Statement of Work (SOW)**

Within 8 weeks following (i) the signature of this contract, and (ii) each Year thereafter, Contractor shall submit to the Contracting Authority an annual Statement of Work ("SOW") based on the Tender Dossier. The SOW will include a description and a breakdown of the activities and services to be provided by the Contractor during that Year.

The Contracting Authority Representative shall comment in writing on the SOW proposed by the Contractor within 6 business days following its receipt by the Contracting Authority. Any comments on or proposal for revisions to the SOW shall be discussed and resolved amicably between the parties, through good faith negotiations. If the Contracting Authority Representative does not respond in writing within 6 business days of the receipt of the SOW, the SOW will be deemed to have been approved by the Contracting Authority.

**C. Contract Value**

Contract value as detailed in Article 2.4 to this agreement does not include (i) production and/or organisation of events. Any costs and expenses arising from and/or associated with sub-clause (i) including payments to third parties, shall be charged to, and paid by, the Contracting Authority separately. Any extension to the scope of SOW that will be agreed between the parties after approving the annual SOW shall be made against additional consideration to be agreed upon. It is further understood that Contractor shall be entitled to receive the entire Contract Value per each Extension of the agreement beyond the Initial Term as detailed in Article 16 below.

**Article 2 Law and language of the contract**

2.1 Kosova law shall apply in all matters not covered by the provisions of the contract.

2.2 The language used shall be English language.

Handwritten signature/initials.



#### Article 4 Communications

##### 4.1 Contracting Authority's address for notice purposes:

Name:	Ministry of Economy and Finance, Republic of Kosovo
Point of Contact:	Emira Ajeti
Address:	Government Building, Office 1201
Telephone:	+381 38 200 34 557
Fax:	+381 38 213 113
e-mail:	eajeti@mfe-ks.org

##### Contractor's address for notice purposes:

Name:	BBR Saatchi & Saatchi
Point of Contact:	David Kosmin
Address:	6 Hachilazon St. Ramat Gan, Tel Aviv 52522 Israel
Telephone:	972-3-7552626
Fax:	972-3-7552727
e-mail:	David_k@bbr.co.il

##### Contractor's Local representative:

Name:	PR Solutions
Point of Contact:	Ekrem Tahiri
Address:	Rexhep Luci, 15/4, Pristina, Kosovo
Telephone:	+377 44 333 371
Fax:	
e-mail:	Ekrem.tahiri@pr-solutions.net

#### Article 5 Written communications

Any written communication relating to this Contract between the Contracting Authority, on the one hand, and the Contractor on the other shall be made solely by the Points of Contact designated by Contracting Authority and the Contractor, as designated in the charts above. Either party may change its designated Point of Contact by sending the other party a written notice to that effect.

#### Article 6 Subcontracting

Notwithstanding anything to the contrary in Article 6 of the General Terms, and without derogating from Contractor's responsibilities under this contract, Contractor may freely appoint and engage with subcontractors without the need for the Contracting Authority's approval.

Within the framework of the contract the Contracting Authority may request to extend the scope of the applicable services, media and projects rendered by the Contractor, against the payment of additional consideration to the Contractor, as shall be agreed by and between the parties. Within the framework of this contract, the Contractor will also be entitled to propose to the Contracting Authority additional elements, events, media etc, against the payment of additional consideration to the Contractor, as shall be agreed by and between the parties additional consideration.

#### **Article 20 Suspensions**

20.1 Any suspension requested by the Procurement Officer pursuant to section 20.1 shall not derogate, in way whatsoever, from the Contracting Authority's obligation to pay the Contractor the entire Contract Value, without any deductions or off-set whatsoever. The additional expenses and extra costs payable to the Contractor pursuant to Articles 20.2 and 20.4, respectively, shall be payable to Contractor in addition to the payment of the entire Contract Value.

#### **Article 22 Inspection and testing**

Article 22.3 through Article 22.6 (both inclusive) - N/A

The Contracting Authority shall have the right to approve, upon written request from the Contractor, all major elements of the nation branding campaign. The Contractor shall provide the Contracting Authority with a visual style guide for the Branding of Kosovo, according to criteria set out in Estonia & Slovenia style guide books which were annexed to the tender dossier.

#### **Article 23 Methods of payment**

The payments shall be made by the Contracting Authority to the Contractor as follows:

23.5 Payments of the total contract value as specified in Article 2.4 of this Contract shall be made as follows per each Year of this contract:

- a) [15] % of the contract price shall be reserved as payment for any unexpected costs or expenses which are not defined in the SOW (the "Reserve"), and shall be paid pursuant to a respective decision of the Contracting Authority or in accordance with sub-article (f) below, the earlier of which.
- b) [20] % of the contract price shall be paid upon signature of this contract, against provision of the letters of comfort referred to in Article 11 of the Special Conditions.
- c) [20] % of the contract price shall be paid upon approval of the annual SOW.
- d) [15] % of the contract price shall be paid upon commencement of works on the First Campaign, as defined in the SOW, subject to Contractor's compliance with the SOW including with respect to any deliverables and timetables therein.
- e) [20] % of the contract price shall be paid as defined in the SOW, but not later than December 15, 2009, subject to Contractor's compliance with the SOW including with respect to any deliverables and timetables therein.
- f) [10] % of the contract price, plus (+) any unpaid portion of the Reserve (to sum up to 100% of the contract price), shall be paid 60 days before the end of the Year, subject to Contractor's compliance with the SOW including with respect to any deliverables and timetables therein.

23.6 No price revision shall take place during or after contract signature.

#### **Article 25 Delayed Payments**

25.1 N/A

#### **Article 26 Breach of Contract**

26.1 Notwithstanding Article 26.1 and/or anything else to the contrary in this contract, a breach of this contract by the Contractor shall be deemed a breach only if such breach results from a wilful misconduct or gross negligence by the Contractor. The full and timely payment by the Contracting Authority to the Contractor of any payments due under this contract is of the essence of this contract. Any failure by the Contracting Authority to pay any amounts when due, shall be deemed as a material breach of this contract by the Contracting Authority.

26.2 Termination of this contract shall not relieve the contracting authority from its obligation to pay Contractor any amounts which became due prior to such termination.

26.3 Each party shall be liable to the other party only for direct damage resulting from any act or omission of the first party. Neither party shall be liable for any indirect and/or incidental and/or punitive damages of any nature.

**Article 31 Amicable settlement of disputes**

Any dispute which may arise during the performance of contract shall be attempted to be solved in amicable way.

**Article 32 Dispute settlement**

a) Any dispute between the Parties that may arise during the performance of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to arbitration under UNCITRAL rules in accordance with the Kosova law.

**Article 33 Ethics clauses**

33.10 N/A

33.12 N/A

**Article 34 Administrative and financial penalties**

N/A

**Article 35 Checks AND Audits**

N/A

**Additional Clauses**

1. The Contractor shall assign to the Contracting Authority any intellectual property rights in and to the visual advertising materials and/or branding elements created by the Contractor within the framework of the nation branding campaign (the "Materials").
2. Contracting Authority acknowledges and agrees that in cases where any Materials include rights belonging to third parties, the use of the said Materials shall be subject to any underlying rights controlled, or restrictions imposed, by such third parties, as shall be communicated by Contractor to the Contracting Authority. The foregoing assignment is subject to the full and timely payment to the Contractor of the entire contract value.
3. Within the framework of this Agreement, the Government, at its own discretion, shall be entitled to extend the scope of: services, media and projects rendered by the Agency, against additional consideration payable to the Contractor to be agreed by and between the parties.
4. Within the framework of this Agreement, the Agency will also be entitled to suggest to the Government additional elements, events, media etc. against additional consideration payable to the Contractor.