

ANNEX 6 – DRAFT SERVICE CONTRACT (FOR INFORMATION ONLY)

RFP No. CEDE/KEPA/SwEPA/2025-02

Consultancy for Mapping and Needs Assessment

SERVICE CONTRACT

This Service Contract (“the Contract”) is entered into between:

Centre for Education and Development of Environment (CEDE), acting on behalf of the **Kosovo Environmental Protection Agency (KEPA)** and the **Swedish Environmental Protection Agency (SwEPA)**, hereinafter referred to as “the Client”,

and

[Name of Contractor / Design Agency / Consultant], registered at [insert address], registration number [insert], hereinafter referred to as “the Contractor”,

collectively referred to as “the Parties.”

Article 1 – Purpose of the Contract

The purpose of this Contract is to define the rights and obligations of both Parties in the implementation of the assignment titled:

“Consultancy for Mapping and Needs Assessment”

The Contractor agrees to perform the services with the highest professional and ethical standards, ensuring full compliance with the Terms of Reference (Annex 1) and SIDA/SwEPA procurement and integrity principles.

Article 2 – Contract Documents

The following documents form an integral part of this Contract and are binding on both Parties:

This Service Contract;

Annex 1 – Terms of Reference (ToR);

Annex 2 – Contractor’s Technical and Financial Proposal;

Annex 3 – Declaration on Eligibility, Absence of Conflict of Interest, and Ethical Conduct.

In case of discrepancies, the documents shall apply in the order listed above.

Article 3 – Scope of Services

1. General Scope

The Service Provider shall deliver professional consultancy services related to **mapping and needs assessment**, in accordance with the Terms of Reference (ToR), forming an integral part of this Agreement.

The services are **analytical and preparatory in nature** and shall focus on stakeholder engagement, analysis, synthesis of findings, and formulation of recommendations. The services **do not include** software development, system programming, website design, technical implementation, or content production.

This Agreement applies to **one Lot only**, as specified below.

2. Scope of Services – LOT 1

Mapping Visualization and Data Sharing needs of providers and users of the Environmental Data Platform

(To be included only if the Agreement is awarded under Lot 1)

Under Lot 1, the Service Provider shall perform a comprehensive mapping and needs assessment of environmental data visualisation and data sharing practices, covering both **data providers** and **data users**.

The scope of services shall include, but not be limited to, the following tasks:

2.1 Assessment of Data Provider needs

- assess current practices for visualising and sharing environmental data;
- identify preferred visualisation tools, formats, and approaches;
- analyse challenges related to skills, resources, tools, coordination, and data sharing;
- identify institutional goals such as transparency, reporting, and citizen engagement;
- map types of environmental data available and intended for visualisation (e.g. geographical, statistical, tabular, textual).

2.2 Assessment of Data User needs

- assess how different user groups prefer to access, interpret, and interact with environmental data;
- identify formats that support decision-making, innovation, accountability, and public understanding;
- identify barriers to accessing or interpreting existing data and visualisations.

2.3 Assessment of Data Sharing Aspects (Secondary)

- analyse standards, interoperability, access channels, and bottlenecks related to data sharing;
- assess how data sharing practices affect the sustainability and scalability of visualisation efforts.

2.4 Analysis and Recommendations

- conduct a gap analysis comparing provider capacities with user needs;
- identify good practices and frontrunners from comparable contexts;
- formulate clear, prioritised, and actionable recommendations, with primary focus on data visualisation and secondary focus on data sharing.

2.5 Validation and Reporting

- organise and facilitate a validation workshop with relevant stakeholders;
- incorporate feedback into final outputs;
- prepare and submit all deliverables as defined in the ToR.

3. Scope of Services – LOT 2

Mapping of Key Stakeholders and Their Needs for the Development of the National Park Website

(To be included only if the Agreement is awarded under Lot 2)

Under Lot 2, the Service Provider shall conduct a structured stakeholder mapping and needs assessment to inform the future development of a national park website linked to the KEPA website for the National Parks **Sharr** and **Bjeshkët e Nemuna**.

The scope of services shall include, but not be limited to, the following tasks:

3.1 Stakeholder Mapping

- identify and map key stakeholders, starting with KEPA and national park authorities;
- review and refine the initial stakeholder list provided in Annex I of the ToR;
- include institutional stakeholders, local communities, visitors, and other relevant user groups.

3.2 Assessment of Information provider needs

- assess the needs and expectations of website information providers, including KEPA and national park rangers;

- identify institutional goals such as transparency, access to regulations, visitor guidance, and citizen engagement.

3.3 Assessment of User Needs

- collect input from stakeholders through interviews, surveys, workshops, and focus groups;
- assess what information different stakeholder groups expect from the website and for which purposes;
- include the needs of domestic, cross-border, and international visitors.

3.4 Analysis and definition of Website purpose

- document and analyse stakeholder inputs per group;
- define and propose the main purpose, priorities, and information structure of the national park website;
- ensure differentiation of needs across stakeholder groups.

3.5 Validation and Reporting

- organise and facilitate a validation workshop with key stakeholders;
- incorporate feedback into final outputs;
- prepare and submit all deliverables as defined in the ToR.

Article 4 – Duration

The total duration of this Contract shall not exceed XXX (XX) working days from the date of signature.

Any extension must be agreed upon in writing between the Parties and shall not entail any additional cost unless otherwise approved by the Client.

Article 5 – Compensation and Payment Schedule

5.1 This Contract is a lump-sum agreement, with a total value of SEK xxx,xxx (equivalent to approximately EUR xxxx). This amount covers all professional fees, administrative, communication, and incidental costs related to the assignment.

5.2 Payments shall be made in four (4) phases, upon completion and written acceptance of the deliverables corresponding to each phase, in accordance with the payment schedule set out in Annex [X] to this Contract.

5.3 Payments shall be made within thirty (30) working days following written acceptance of each phase by the Client.

5.4 No additional costs, reimbursements, or adjustments shall be made beyond the agreed Contract value, except as provided under paragraph 5.6 below.

5.5 Subject to the prior written approval of SwEPA, the scope of services under this Contract may be expanded to include additional, related tasks that are directly linked to the original assignment.

5.6 Any such expansion shall be formalised through a written contract amendment and may result in an increase of the total Contract value by up to thirty percent (30%) of the original Contract amount.

5.7 No additional services shall be performed, and no additional compensation shall be due, unless such amendment has been agreed in writing by the Parties.

Article 6 – Obligations of the Contractor

The Contractor shall:

- Perform all services with professional diligence, creativity, and in good faith;
- Respect the deadlines and quality standards set forth in the ToR;
- Comply with SIDA/SwEPA ethical and anti-corruption guidelines.

Article 7 – Obligations of the Client

The Client shall:

- Provide the Contractor with timely access to all relevant background materials and information;
- Facilitate communication with KEPA, SwEPA, and other stakeholders;
- Review deliverables promptly and provide consolidated feedback;
- Process payments according to the schedule in Article 5 after written acceptance.

Article 8 – Ethical Conduct and Anti-Corruption Clause

The Contractor commits to uphold the SIDA and SwEPA Code of Conduct, including the zero-tolerance principle on corruption:

Prevent – Never Accept – Always Inform – Always Act.

The Contractor shall:

- Refrain from any act of fraud, bribery, collusion, coercion, or obstruction;
- Immediately report to the Client any suspicion of unethical behavior;

- Acknowledge that any violation of these principles constitutes grounds for immediate termination of the Contract and possible legal action.

Article 9 – Confidentiality and Intellectual Property

1. The Contractor shall treat as confidential all information, data, documents, and materials obtained or produced in the course of performing this Contract and shall not disclose such information to any third party without the prior written consent of the Client, unless required by applicable law.

2 All reports, analyses, assessments, working papers, datasets, presentations, workshop materials, and other deliverables produced under this Contract (collectively, the “Deliverables”) shall become the exclusive property of KEPA and SwEPA upon written acceptance of the final deliverables.

3 The Contractor hereby assigns to KEPA and SwEPA all intellectual property rights, including copyright and related rights, in the Deliverables produced under this Contract, without limitation as to time, territory, or use.

4 The Contractor may not reproduce, publish, disseminate, or reuse any Deliverables, in whole or in part, for other clients, projects, publications, or commercial purposes without the prior written consent of the Client.

5 Notwithstanding paragraph 4 above, the Contractor may reference the assignment in a general manner (e.g. title of assignment and client name) for professional or portfolio purposes, provided that no confidential information or substantive content from the Deliverables is disclosed.

Article 10 – Acceptance and Quality Assurance

1. Each deliverable phase shall be reviewed and validated in writing by CEDE on behalf of KEPA and SwEPA.
2. A phase is considered accepted when:
 - a. Deliverables comply fully with the Terms of Reference and requested revisions;
 - b. CEDE issues written confirmation of acceptance;
 - c. The Client acknowledges satisfactory completion in official correspondence.
3. The Client reserves the right to withhold payment until these acceptance criteria are met.
4. If deliverables are rejected, the Contractor shall correct deficiencies at no additional cost within the period specified by the Client.

Article 11 – Termination

The Client may terminate this Contract immediately, without compensation beyond accepted deliverables, in the event that:

- The Contractor fails to perform obligations under this Contract;
- Deliverables are of unsatisfactory quality or not delivered on time;
- Any fraudulent, unethical, or illegal conduct is identified;
- Force majeure prevents continued performance.

Upon termination, ownership of all completed work shall transfer to the Client.

Article 12 – Dispute Resolution and applicable law

Any dispute arising from or relating to this Contract shall first be resolved amicably through consultation.

If no settlement is reached, the dispute shall be submitted to the competent courts of the Republic of Kosovo.

This Contract shall be governed by the laws of the Republic of Kosovo, consistent with SIDA/SwEPA ethical and procurement principles.

Article 13 – Final Provisions

1. This document represents a draft model contract issued for information within the RFP package. The final contract may be subject to minor administrative adjustments (e.g., timeline, payment detail, contact information) at signing, without altering the fundamental scope, value, or legal obligations.
2. The final contract will incorporate the Contractor's confirmed financial proposal and any clarifications agreed upon during the negotiation and award stage.
3. No amendment or modification shall be valid unless made in writing and signed by both Parties.
4. This Contract is executed in two (2) original copies, one for each Party, and enters into force on the date of the last signature.

Signed by:

For the Client

Centre for Education and Development of Environment (CEDE)

on behalf of the Kosovo Environmental Protection Agency (KEPA) and the Swedish Environmental Protection Agency (SwEPA)

Name:	
Title:	Executive Director
Signature:	

Date:	
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For the Contractor

Name:	
Title:	Authorized Representative
Company:	
Signature:	
Date:	

Annexes

Annex 1: Terms of Reference (ToR)

Annex 2: Contractor's Technical and Financial Proposal

Annex 3: Declaration on Eligibility, Absence of Conflict of Interest, and Ethical Conduct