



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE
FRAMEWORK CONTRACT No.

Project and Work Order number:

Project Manager:

1. INTRODUCTION

- 1.1. International IDEA would like you to provide, and you would like to provide, the goods and/or services (described below) to International IDEA.
- 1.2. These will be supplied in line with the Special Terms set out below and the annexes referred to in row 12 of the Special Terms (**Contract**).
- 1.3. Please read all these documents to understand your rights and obligations as a whole.
- 1.4. If there is any inconsistency between any of the terms of the Special Terms and those of the annexes, these will be dealt with as described in row 12 of the Special Terms.

SPECIAL TERMS

TERM	KEY TERMS
2. Parties	(1) The International Institute for Democracy and Electoral Assistance (International IDEA) and (2) (Provider) .
3. Start Date	[]
4. Goods and/or Services	Provider undertakes to provide the goods and/or perform the services as described in, and in accordance with: <ul style="list-style-type: none"> • the specific Service Order or Purchase Order issued for each individual assignment; • Annex B - Terms of Reference; and • the remaining Annexes referred to below.
5. Contract Term	This Contract will be in force from the Start Date and unless it is terminated earlier it will continue for: <ul style="list-style-type: none"> • an initial period of [X] year[s] (Initial Period); and • for further one-year periods thereafter (each a Renewal Period) until; • [] (Longstop Date) when it automatically terminates; provided International IDEA notifies the Provider in writing before the expiry of the Initial Period and each Renewal Period that it wishes the Contract to continue for the next Renewal Period.
6. Timelines	Provider will carry out the Services in accordance with the timelines specified in the relevant Service Order or Purchase Order as applicable.

<p>7. Price</p>	<p><u>Fixed Price</u></p> <p>*International IDEA will pay the Provider a fixed lump sum of [currency] [amount], inclusive of VAT or sales tax.</p> <p>OR</p> <p>*International IDEA will pay the Provider for the goods to be supplied in the amounts as set out in Annex C - Budget</p> <p>OR</p> <p><u>Variable Price :</u></p> <p>*International IDEA will pay the Provider fees on a time and material basis (Rates) inclusive of VAT or sales tax and for reimbursable expenses as set out in Annex C – Budget</p> <p>In total, the Price will not exceed: (Ceiling).</p> <p>These Rates will remain fixed for a period of [] years and then will be capable of being increased []</p>
<p>8. Invoicing</p>	<p>Provider will invoice International IDEA using the format of the template invoice set out set out in Annex F – Template Invoice or in a format that is substantially similar and provides the details requested, quoting the Service Order number and submitted to Invoices@idea.int.</p> <p>All invoices must be submitted with the documents as agreed below (tick if required):</p> <ul style="list-style-type: none"> • time sheets • Reports of progress of Services • original receipts
<p>9. Bank Details</p>	<p>International IDEA will transfer payments to the Provider’s following bank account:</p> <p>Bank Name:</p> <p>Bank Address:</p> <p>Account Holder:</p> <p>Account Holder’s Address:</p> <p>IBAN of Account No.:</p> <p>BIC/SWIFT:</p> <p>ABA/Routing number/FedWire/Sortcode:</p> <p>Currency of Account:</p> <p>Any changes to these bank details will need to be agreed in an amendment signed by both Parties.</p>

<p>10. Authorised Representatives</p>	<p>(1) The Parties’ representatives authorised to sign the Contract and any future amendments are:</p> <ul style="list-style-type: none"> • for International IDEA: [] in his/her capacity as [] • for Provider: [] in his/her capacity as [], <p>or their designated representatives.</p> <p>(2) The Parties’ representatives for implementing the Services are:</p> <ul style="list-style-type: none"> • [] for International IDEA and • [] for the Provider; <p>or their designated representatives.</p>		
<p>11. Communication between The Parties</p>	<p>Any communication between the Parties will be made at the following addresses:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p><u>International IDEA:</u></p> <p>Address: Strömsborg, SE - 103 34 Stockholm, Sweden</p> <p>Telephone: +46 8 698 37 00</p> <p>E-mail: info@idea.int</p> </td> <td style="vertical-align: top;"> <p><u>Provider:</u></p> <p>Address:</p> <p>Telephone:</p> <p>E-mail:</p> </td> </tr> </table>	<p><u>International IDEA:</u></p> <p>Address: Strömsborg, SE - 103 34 Stockholm, Sweden</p> <p>Telephone: +46 8 698 37 00</p> <p>E-mail: info@idea.int</p>	<p><u>Provider:</u></p> <p>Address:</p> <p>Telephone:</p> <p>E-mail:</p>
<p><u>International IDEA:</u></p> <p>Address: Strömsborg, SE - 103 34 Stockholm, Sweden</p> <p>Telephone: +46 8 698 37 00</p> <p>E-mail: info@idea.int</p>	<p><u>Provider:</u></p> <p>Address:</p> <p>Telephone:</p> <p>E-mail:</p>		
<p>12. Documents that make up Contract</p>	<p>The individual documents that make up the Contract are as follows:</p> <ol style="list-style-type: none"> 1. These Special Terms 2. Annex A: General Terms (including its appendices) 3. Annex B: Terms of Reference OR N/A 4. Annex C: Budget OR N/A 5. Annex D: Publishing Annex OR N/A 6. Annex E: Data Protection OR N/A 7. Annex F: Template Invoice 8. Annex G: Provider’s Proposal OR N/A 9. Annex H: Standard Forms OR N/A: D1. Financial Report D2. Payment Request <p>If there is a conflict between the provisions of the different documents which form part of the Contract, these Special Terms will take precedence over the Annexes, and an Annex appearing higher in the above list, will prevail over an Annex appearing lower in the list, to the extent of that conflict.</p>		
<p>13. Amendments to the General Terms</p>	<p>The Parties agree to amend the following clauses in the General Terms as follows:</p> <p>clause [x] will be considered deleted and replaced with: [insert new provision]</p>		

For and on behalf of **International**

IDEA:

Name:

Title:

Signature:

Date:

For and on behalf of **Provider:**

Name:

Title:

Signature:

Date:
