



**INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE
ANNEX A - GENERAL TERMS**

1. Introduction

1.1 International IDEA has a number of different types of contracts on which it engages with its providers, including Supply Contracts, Commissioning Contracts, Framework Contracts and Cooperation Contracts.

1.2 These General Terms apply to and form part of the Contract (as defined below) between International IDEA and Provider. However, as these General Terms are used for all the different types of International IDEA contracts, on occasion, one or more of its defined terms may not be applicable to the Contract. Where that is the case, it is noted below.

2. Definitions and interpretation

2.1 In addition to the definitions included in the Special Terms, Service Order or Purchase Order (as applicable), the following terms have the meanings given to them below (unless it is apparent from the context in which they are used that they should not):

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| Additional Terms | in respect of: (i) a Contract that is a Commissioning Contract means the terms titled Additional Terms to the Commissioning Contract set out in Appendix 1 to these General Terms; (ii) a Contract that is a Cooperation Contract means the terms titled Additional Terms to the Cooperation Contract set out in Appendix 2 to these General Terms. |
| Budget | where included as an Annex to the Contract, the budget for fees and/or expenses permitted to be incurred in performing the Services. |
| Confidential Information | all information in any form or medium made available by one Party (" Disclosing Party ") to the other Party(ies) (" Recipient ") in relation to this Contract and which at the time of disclosure is: - marked or identified as confidential; or - which, by reason of its nature or the circumstances surrounding its disclosure, would reasonably be understood as confidential; including but not limited to the business affairs, finances, plans, strategy, products or services (or future products or services) of the Disclosing Party or information that pertains to a member state, supplier, staff member, consultant, contractor or sub-contractor of the Disclosing Party, and all copies of the same. |
| Ceiling | in respect of a Variable Price, the maximum amount as set out in the Special Terms, Service Order or Purchase Order (as applicable) that is payable for the Services and/or incidental expenses. |
| Contract | the contract signed by an Authorised Representative of each Party which in the case of a contract titled a: - 'Framework Contract' is made up of the Special Terms, a Service Order or Purchase Order, together with the annexes referred to in the Special Terms; or - 'Supply Contract' is made up of the Special Terms, together with the Annexes referred to in the Special Terms; or - 'Commissioning Contract' is made up of the Special Terms, together with the Annexes referred to in the Special Terms; or - 'Cooperation Contract' is made up of the Special Terms, together with the Annexes referred to in the Special Terms. |
| Commissioning Contract | a form of contract titled 'Commissioning Contract' issued by International IDEA under which a provider is engaged to produce text for intended publication. |
| Cooperation Contract | a form of contract titled 'Cooperation Contract' issued by International IDEA, under which a provider (and potentially additional providers) agree to perform certain activities and services on a project in collaboration with International IDEA. |
| Currency | the currency identified in the Special Terms in which the Price will be paid. |
| Data Protection Laws | the European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including the General Data Protection Regulation ((EU) 2016/679) and the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party. |
| Deliverable | all deliverables (including all iterations of the same) which are required to be delivered by the Provider, which in the case of a Contract that is a: - Framework Contract, are set out in the Special Terms, Service Order or Purchase Order (as applicable); - Supply Contract, are set out in the Terms of Reference; - Commissioning Contract are set out in the Terms of Reference; and - Cooperation Contract are set out in the Terms of Reference and if applicable, the Publishing Annex. To avoid doubt, 'Deliverables' do not include Goods or Reports. |
| Fixed Price | where the fees payable are set at a fixed lump sum, irrespective of the time taken to complete the Services. |
| Force Majeure | any event beyond the reasonable control of a Party which: (i) by the exercise of due diligence that Party is unable to overcome; and (ii) which makes that Party's performance of its obligations under the Contract impossible or as impracticable as reasonably to be considered impossible under the circumstances. |

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| Framework Contract | a form of contract titled 'Framework Contract' issued by International IDEA under which a provider is engaged to provide services, deliverables and/or goods subject to the terms of one or more service orders or purchase orders issued by International IDEA from time to time. |
| Good Industry Practice | the exercise of that degree of skill, care, prudence and foresight which would be expected from a skilled and experienced supplier providing services in the relevant industry, similar in size and scope to those provided under the Contract. |
| Goods | the products supplied under the Contract (if any) as described in the Special Terms, Service Order or Purchase Order (as applicable). |
| Intellectual Property Rights | patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| International IDEA | The International Institute for Democracy and Electoral Assistance. |
| International IDEA Materials | all documents, information, items and materials in any form including logos and trade marks (whether owned by International IDEA or a third party), which are provided by International IDEA to Provider in connection with the Services. |
| Personnel | the individuals assigned by Provider directly or through its Subcontractors to perform any part of the Services. |
| Policies | International IDEA's business policies and codes, including its Prevention of Fraud and Corruption Policy, Entertainment, Travel, Conflict of Interest, and Procurement policies and such other policies that it notifies to Provider, as each of these may be amended by International IDEA from time to time. Provider may obtain these on request. |
| Price | the price payable for the Services as described in the Special Terms, Service Order or Purchase Order (as applicable). |
| Rate(s) | the unit price or unit rate set out in the Special Terms, Service Order or Purchase Order (as applicable). |
| Provider(s) | the Party or Parties identified as such in the Special Terms, that is/are entering into the Contract with International IDEA (which may be a company, institution, organisation or individual expert or any combination of them). |
| Purchase Order | the Purchase Order issued by International IDEA. |
| Records | has the meaning given to it in clause 13.1.1. |
| Report(s) | is relevant only to Cooperation Contracts and has the meaning given to it in paragraph 10.1 of Appendix 2 to these General Terms. |
| Services | the: (i) activities or services to be performed; and/or: (ii) goods to be supplied; and/or (iii) the Deliverables to be created by Provider(s) under the Contract, as described in an Annex to the Contract. |
| Supply Contract | a form of contract titled 'Supply Contract' issued by International IDEA under which a provider is engaged to provide International IDEA with services, deliverables and/or goods. |
| Service Order | the document titled 'Service Order' which forms part of a Contract that is a Framework Contract. |
| Special Terms | the document titled 'Special Terms' which forms part of a Contract that is either a Framework Contract, Supply Contract, Cooperation Contract or a Commissioning Contract. |
| Subcontractor | an entity, once approved by International IDEA in line with clause 26, to which Provider(s) sub-contracts any part of the performance of any part of the Services. |
| Team Leader | an individual that project manages the performance of the Services. |
| Variable Price | where the Price is chargeable: (i) on a time and materials basis; or (ii) on a per unit basis, in either case calculated at the Rate and capped at the Ceiling. |

2.2 A reference to a person includes an individual, corporate or unincorporated body.

2.3 A reference to a company includes a company, corporation or other body corporate, wherever and however incorporated or established.

2.4 Words in the singular will include the plural and vice versa.

2.5 A reference to one gender will include a reference to the other genders.

2.6 A reference to any legislation is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.7 A reference to writing or written includes email but not faxes.

2.8 A reference to 'include', 'including' or 'in particular' does not limit the sense of the words preceding them.

2.9 A reference to an Annex is to an annex of the Contract.

2.10 References to rows numbers are to those row numbers in the Special Terms. References to clauses are to clauses of the General Terms and reference to paragraphs are to paragraphs of the relevant Annexes and Appendices to the Contract.

2.11 The terms "Personal Data" "process", "Controller", "Processor; and "Data Subject" are defined in the Data Protection Laws.

3. Contract Term

3.1 The duration of the Contract is set out in the Special Terms or Service Order (as applicable).

4. Management of Relationship

4.1 Each Party's Authorised Representative will have the authority to act as required or permitted under the Contract.

4.2 The Parties agree to collaborate closely, including exchanging information where necessary, to aid successful completion of the Services.

November 2020

4.3 Provider(s) will provide International IDEA with such information concerning the performance of the Services as it may from time to time reasonably request, or as otherwise mutually agreed.

5. Services

5.1 Provider(s) will:

- 5.1.1 perform the Services including, where applicable, in line with the Annex to the Contract titled Terms of Reference and all other requirements set out in the Contract, and in any other form agreed in writing with International IDEA;
- 5.1.2 exercise all reasonable skill, care, and diligence in the performance of the Services and will carry out all its obligations in accordance with Good Industry Practice;
- 5.1.3 take all reasonable steps to work efficiently and to keep fees incurred to a minimum;
- 5.1.4 comply with International IDEA's Policies; and
- 5.1.5 immediately advise International IDEA of any difficulties or circumstances likely to affect or delay the successful performance of the Services.

6. Personnel

6.1 Provider(s) will:

- 6.1.1 subject to clause 6.2, assign such suitably qualified and experienced personnel as required to carry out the Services in compliance with the Contract;
- 6.1.2 where requested by International IDEA, appoint a Team Leader, whose duties will include coordinating the Personnel and liaising with International IDEA;
- 6.1.3 not make any changes to any approved Personnel without International IDEA's prior approval. Any request for change must be justified in advance in writing to International IDEA. Individuals proposed as replacement personnel must have the experience and skills originally agreed for the assignment; and
- 6.1.4 pay for all costs incurred in connection with any removal or replacement of Personnel under clause 6.1.3.

6.2 International IDEA has the right to approve all Personnel before they are assigned to perform the Services. A list of the approved Personnel is set out in the Special Terms or Service Order (as applicable) by position and name if already selected by Provider(s) and approved by International IDEA prior to signing the Contract.

7. Standards of Performance

7.1 Provider(s) will:

- 7.1.1 not engage and will procure that the Personnel and permitted Subcontractors will not to engage, either directly or indirectly in any professional activities which would conflict with the Services;
- 7.1.2 seek to avoid any activities, including any public announcement, that may adversely reflect on the reputation and standing of International IDEA in the international community; and
- 7.1.3 where appropriate or required by International IDEA, terminate contracts with partners or Subcontractors involved in activities that are incompatible with International IDEA's status or any of the requirements of clause 18.

8. Deliverables

8.1 Where the Contract is a Commissioning Contract or a Cooperation Contract, the Provider will follow the process for production of Deliverables or Reports (if relevant), as provided for in the Additional Terms.

8.2 Where the Contract is a Supply Contract or Framework Contract, unless otherwise set out in the Annex titled 'Terms of Reference' (if any), the Provider(s) will follow the process set out in clause 8.3.

8.3 Where the Services involve the production of any Deliverable(s), the Parties will follow the process set out below:

- 8.3.1 Provider(s) will produce Deliverables in accordance with the specifications set out in the Contract, including in the language, form, quantity and within the periods set out in the Contract;
- 8.3.2 Provider(s) will sign the Deliverables and submit them to International IDEA's Authorised Representative, who will be responsible for its acceptance;
- 8.3.3 if no comments from International IDEA are provided to Provider(s) within 30 days of confirmation by International IDEA of receipt of the Deliverables, then the Deliverables will be deemed accepted;
- 8.3.4 if, in International IDEA's opinion, the quality of Deliverables is not acceptable or does not conform to the terms of the Contract, International IDEA will, within 30 days of its receipt, notify Provider(s) and specify the reasons for its opinion. If not agreed otherwise, within 15 days of such notice, Provider(s) will either contest International IDEA's opinion in writing or present a revised Deliverable that meets the specifications;
- 8.3.5 where the Provider(s) contests International IDEA's opinion and where International IDEA considers the Provider's opinion justified, the Parties shall use their reasonable endeavours to agree a course of action.

8.4 Provider acknowledges that any approval of a Deliverable by International IDEA does not imply any recognition of its authenticity, completeness or correctness by International IDEA, nor absolve Provider(s) of any liability.

9. Goods

9.1 Where the Services involve the supply of Goods:

- 9.1.1 Provider will supply such quantities of Goods as set out in the Supply Contract, Service Order or Purchase Order in accordance with the terms of the Contract, including in the form, quantity and within the periods set out in the Contract; and
- 9.1.2 Provider will obtain and maintain in force for the Contract Term all licences, permissions, authorisations, consents and permits needed to supply (and if relevant manufacture) the Goods in accordance with the terms of the Contract.

9.2 International IDEA will not be deemed to have accepted the Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

9.3 If any Goods delivered do not comply with clause 9.1.1, or otherwise do not conform with the terms of the Contract, then, without limiting any other right or remedy that International IDEA may have, it may reject those Goods and:

- 9.3.1 require Provider to repair or replace the rejected Goods at Provider's risk and expense within five working days of being requested to do so; or
- 9.3.2 require Provider to repay the price of the rejected Goods in full; and
- 9.3.3 claim damages for any other costs, expenses or losses resulting from the Provider's delivery of Goods that do not conform with the terms of the Contract.

9.4 International IDEA's rights and remedies under this clause 9 are in addition to any statutory rights and remedies available to it that relate to description, quality, fitness for purpose and/or correspondence with sample which are implied into this Contract by any applicable laws.

9.5 The terms of the Contract shall apply to any repaired or replacement Goods supplied by Provider.

9.6 The risk in the Goods delivered to International IDEA shall pass to it on delivery and the title to them shall pass on payment of the Price.

10. Price

10.1 The Price payable by International IDEA is either payable on a Fixed Price or a Variable Price basis, whichever is specified in the Special Terms, Service Order or Purchase Order (as applicable).

10.2 Irrespective of whether the Price payable is a Fixed Price or Variable Price, Provider(s) acknowledges that the Price payable under the Contract includes:

- 10.2.1 all of Provider(s)'s costs and profits (including remuneration for personnel, travel and accommodation costs, general overheads such as printing and communications, insurance premiums, bank charges); and

- 10.2.2 all taxes including VAT, income/corporate taxes, all Personnel related charges and social contributions.
- 10.3 Where the Services are provided for a Fixed Price, the basis of calculating the total Price will be set out in the Contract and may include reference to the Rates or quantities. Depending on the nature of the Services, the quantity may refer to either the input, i.e. the time actually spent by Provider(s) in performing the Services (number of hours/days/weeks) or the output (pieces, number of pages, etc.).
- 10.4 Where the Services are provided for a Variable Price:
- 10.4.1 subject to clause 10.4.2, Provider(s) is entitled to charge for actual time spent in performing the Services (No. of hours/days/weeks), based on the Rates. For the purposes of the Contract, one working day is equivalent to 8 working hours and one working week is equivalent to 5 working days;
- 10.4.2 the fees are capped at no more than the Ceiling, irrespective of how much time has been taken to provide the Services;
- 10.4.3 no compensation or special allowance will be granted for overtime or work performed outside normal office hours, public holidays or vacation days;
- 10.4.4 when travel is specifically requested by International IDEA for the purpose of the Services, Provider(s) may be entitled, with International IDEA's prior consent, to payment of the agreed fee for the time spent in travel, up to a maximum of 8 hours per 24 hours of travel or pro rata;
- 10.4.5 except in respect of a Framework Contract, the Rates are valid for the entire duration of the Contract and are not be subject to any adjustment; and
- 10.4.6 if indicated in the Special Terms, Service Order or Purchase Order (as applicable), Provider(s) is entitled to be reimbursed for reimbursable expenses, up to the Ceiling and according to the Budget or other breakdown specified in the Contract, provided that all expenses are incurred in accordance with the Policies.
- 10.5 The Price is paid on a "buy-out" basis for the rights (if any) granted under the Contract and Provider(s) is not entitled to any further payments from International IDEA in connection with the exploitation of the Deliverables.
- 11. Payment Terms**
- 11.1 Provider(s) will be entitled to raise invoices for the Price payable under the Contract in line with the payment terms in the Special Terms, Service Order or Purchase Order (as applicable).
- 11.2 In order to be considered a valid invoice, all invoices must be submitted in the form required by International IDEA (a template of which is provided in the Contract) or in a form that is substantially similar.
- 11.3 Where the Price is a Variable Price, Provider(s) will itemise the fees payable for the Services and the fees payable for the reimbursable expenses. All claims for expenses will be accompanied by original supporting documents and any other Deliverables required by the Contract.
- 11.4 Advance payments are not normally paid. However, if a Provider lacks the necessary internal cash flow to cover the costs incurred in the inception phase of the Services or before the submission of any Deliverables, an advance payment may be considered. Where International IDEA agrees to make an advance payment, it will not normally exceed 15% of the Price, and it will not in any case, exceed 30% of the Price.
- 11.5 Payments will be made to Provider(s)'s bank account set out in the Special Terms, Service Order or Purchase Order (as applicable) within 30 days from acceptance by International IDEA of the relevant Deliverable and receipt of a valid invoice. Invoices should be submitted to Invoices@idea.int.
- 11.6 Payments will be made in the currency specified in the Special Terms, Service Order or Purchase Order (as applicable). Where the Fee is specified in a currency other than Euro, the rate of exchange for that other currency will be calculated in line with the last monthly currency exchange rates published by International IDEA, which is based in turn, on the InforEuro exchange rates published by the EU Commission.
- 11.7 Where required by applicable law, the Price will be paid net of any withholding taxes.
- 12. Unspent Fees**
- 12.1 If International IDEA has advanced any part of the Price to a Provider (under clause 11.4) these advances will be deducted from the subsequent payments made against invoices submitted during the course of the Contract.
- 12.2 If International IDEA has advanced any part of the Price to a Provider (under clause 11.4) and they remain unspent, Provider(s) will return them to International IDEA within 15 days of the earlier of: (i) termination of the Services; or (ii) International IDEA's claim for refund.
- 12.3 Provider(s) will bear any bank charges incurred by the repayment of the amounts due to International IDEA under clauses 12.1 and 12.2.
- 13. Accounts and Audit**
- 13.1 Provider(s) will:
- 13.1.1 keep accurate accounts and records in relation to the performance of the Services (**Records**), in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all income and expenditure and time spent;
- 13.1.2 keep all Records for at least seven years after the end of the Services (unless otherwise required by International IDEA's external auditors and notified in advance to Provider(s));
- 13.1.3 make available all Records to International IDEA on request;
- 13.1.4 permit International IDEA or its external auditors to inspect Records or any other relevant financial information concerning the Services, for the period specified in 13.1.2 from completion of the Services; and
- 13.1.5 pay International IDEA on request, any amount that is found to be due to it as a result of the audit, together with interest on the amount found to be due at 6% above the base rate of International IDEA's bank from time to time, from the period from which that amount was due, until the actual date of payment.
- 14. Confidentiality and Announcements**
- 14.1 All Confidential Information disclosed by the Disclosing Party to the Recipient (before or after the Start Date) will be held in confidence and used only for the purposes of performing the Contract and, in the case of International IDEA only, using the Services or Deliverables.
- 14.2 The foregoing restriction does not apply to information to the extent it:
- 14.2.1 is in the possession of the Recipient at the time of its disclosure and not otherwise subject to obligations of confidentiality;
- 14.2.2 is or becomes public, through no wrongful act or omission of the Recipient or breach of the Contract;
- 14.2.3 is received without restriction from a third party without reference to the Confidential Information or other information of the Disclosing Party; or
- 14.2.4 is disclosed as required by law.
- 14.3 No Party is entitled to publicise the relationship between the Parties unless otherwise mutually agreed in writing.
- 15. Warranties**
- 15.1 Provider(s) warrants and undertakes to International IDEA that:
- 15.1.1 it has the right and power to enter the Contract and grant the rights (if any) granted in the Contract;
- 15.1.2 the Services are provided in compliance with all applicable laws;
- 15.1.3 where it supplies Deliverables under the Contract, the Deliverables conform to the agreed specification;
- 15.1.4 where it supplies Goods under the Contract, the Goods:
- (a) conform to the specification set out in the Contract or, if none, to their published specification; and
- (b) will be of satisfactory quality and fit for any purpose held out by Provider or made known to Provider by International IDEA;
- (c) be free from defects in design, material and workmanship and remain so for 12 months after delivery and acceptance by International IDEA; and

- (d) comply with all applicable statutory and regulatory requirements.
- 15.2 If the Contract is a Commissioning Contract or Cooperation Contract, the Provider(s) provides additional warranties to International IDEA as set out in the Additional Terms.
16. **Intellectual Property**
International IDEA Materials
- 16.1 In relation to the International IDEA Materials:
- 16.1.1 International IDEA and its licensors will retain ownership of all Intellectual Property Rights in the International IDEA Materials; and
- 16.1.2 International IDEA grants to Provider(s) to extent required under the Contract only, a non-exclusive, royalty-free, non-transferable, non-sublicensable limited licence to copy and modify the International IDEA Materials for the term of Contract to the extent required for Provider(s) to provide the Services to International IDEA.
- Ownership of Deliverables*
- 16.2 Clauses 16.4 applies to the Contract if it is a Commissioning Contract, Supply Contract or Framework Contract only. They do not apply to the Contract if it is a Cooperation Contract.
- 16.3 Additional Intellectual Property Rights provisions in respect of Commissioning Contracts and Cooperation Contracts are set out in the Additional Terms.
- 16.4 In relation to the Deliverables and each of them:
- 16.4.1 Provider(s) hereby transfers with full title guarantee the entire copyright and all other rights of a similar nature in the Deliverable to International IDEA in each and every legal jurisdiction in the world to the fullest extent permitted by law in each such legal jurisdiction.
- 16.4.2 in each and every legal jurisdiction in the world where an assignment of copyright is effective in law, the transfer of rights referred to in clause 16.4.1 consists of or includes an assignment of all present and, to the extent that it is possible, future copyright and all other rights of a similar nature in the Deliverables for the full term of copyright and all renewals, revivals and extensions of such term that now exist or are in the future created in that legal jurisdiction.
- 16.4.3 In each and every legal jurisdiction where an assignment of copyright is not effective in law, either wholly or partially, the transfer of rights referred to in clause 16.4.1 consists of or includes the grant of the most extensive and long lasting licence to exploit the Deliverables it is possible to grant under the law of the legal jurisdiction in question. In particular, to the extent that it is possible under the law of the legal jurisdiction in question, this licence will be an exclusive, irrevocable and perpetual licence to exploit the Deliverables in any way, including, without limit, the right to translate, digitise, publish, display, store, reproduce, redistribute (whether by sale, or otherwise, including under a creative commons licence), syndicate, broadcast and make each Deliverable available on-line in any form either on its own or in combination with any other work(s) in any form or by any media anywhere in the world and to license third parties to exploit in any such manner all or part of the Deliverable. Any such licence includes the right to exploit, administer and sub-licence all subsidiary rights, including without limit, the right to: adapt, abridge or condense all or part of the Deliverable; to publish it as a co-edition; to publish quotations and extracts from it; to publish it as an educational edition with notes, as other support material or in simplified form; and to convert and publish it in such a way as to allow its use by the visually impaired.
- 16.4.4 to the extent that any of the assignments or licences set out in clauses 16.4.1 to 16.4.3 are ineffective in any legal jurisdiction in the world, Provider undertakes to take all such steps as are necessary to effectively transfer the right to exploit the Deliverable in that legal jurisdiction to International IDEA to the fullest extent permitted by the law of that legal jurisdiction.
- 16.4.5 International IDEA will be entitled, in its sole discretion and without informing or consulting with Provider to:
- (a) change, alter, amend, add to, delete from, adapt and otherwise modify the Deliverables, including but not limited to, making any changes to the structure and format of the Deliverables and any and all other cuts, edits, summaries, rearrangements, translations and new editions of the Deliverables. With reference to such alterations, Provider hereby waives any and all claims it may now or in the future have to rights of integrity, disclosure and withdrawal and any other rights that may be known as 'moral rights'; and
- (b) assign and transfer or license the Deliverables.
- 16.4.6 Provider permits International IDEA throughout the world to, and to authorise others to, use Provider's name, likeness and biography in connection with the exploitation of the Deliverable.
- 16.5 In respect of Contracts that are Supply Contracts and Framework Contract only, the Provider:
- 16.5.1 warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding the International IDEA Materials) by International IDEA and its sub-licensees will not infringe the rights, including any Intellectual Property Rights or duty of confidence, of any third party;
- 16.5.2 the Deliverable contains no obscene, improper, defamatory or blasphemous material nor is in any other way unlawful; and
- 16.5.3 will indemnify International IDEA in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by International IDEA arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables (excluding the International IDEA Materials).
17. **Data Protection**
- 17.1 Where International IDEA processes Personnel Personal Data, it will process it in accordance with the privacy notices available at <https://www.idea.int/privacy-policy>
- 17.2 The Parties acknowledge that the Services may require Personal Data to be shared either (i) on a Controller to Processor basis (with International IDEA acting as Controller and Provider(s) acting as Processor) or (ii) on a Controller to Controller basis (with International IDEA and Provider(s) each acting as an independent Controller of the same Personal Data and not as Joint Controllers). Where either type of processing relationship set out at (i) or (ii) applies and:
- 17.2.1 both Parties are located (and processing is to take place) within the EEA or in any jurisdiction whose laws have been deemed by the EU Commission to have adequate data protection laws, the Parties will comply with the relevant provisions set out in Appendix 3 - Data Protection; or
- 17.2.2 either Party is located (and processing is to take place) outside of the EEA or outside of any jurisdiction whose laws have been deemed by the EU Commission to give data subjects adequate protection, the Parties agree to enter into a separate data processing agreement, including potentially on the terms of the EU Commission's standard contractual clauses currently available here: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en at the same time as entering into the Contract.
18. **Grounds for Exclusion**
- 18.1 The following circumstances will entitle International IDEA to immediately terminate the Contract and/or to cease making payment of the Price to the Provider(s) and Provider(s) warrants that no such circumstances exist at the Start Date, or that if at any point it becomes subject to any of them, it will immediately notify International IDEA:
- 18.1.1 bankruptcy, insolvency or winding up procedures, administration of its assets by a liquidator or a court, an arrangement with creditors, suspension of its business activities or any analogous situation arising from a similar procedure provided for under local laws;
- 18.1.2 it has been established by a final judgement or a final administrative decision under the law of the country in which it is based, those of any country in which International IDEA is located or those of the country of the performance of the Contract, that Provider is responsible for any of the following:

- (a) a breach of its obligations relating to the payment of taxes or social security contributions;
 - (b) grave professional misconduct by having breached applicable laws, regulations or ethical standards of the profession to which Provider belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence;
 - (c) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
 - (d) corruption in any of those countries or corruption as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA;
 - (e) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - (f) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;
 - (g) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
 - (h) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
 - (i) an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;
- 18.1.3 Provider(s) has been found to have been in material breach of the main obligations in any of its previous contracts with International IDEA which has led to early termination or to the application of contractual penalties;
- 18.1.4 situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity and Provider(s) is subject to:
- (a) facts established in the context of audits or investigations carried out by International IDEA, or that International IDEA becomes aware of whatsoever the source of this information;
 - (b) non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;
 - (c) decisions of the ECB, the EIB, the European Investment Fund or international organisations;
 - (d) decisions of the European Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or
 - (e) decisions of exclusion by an authorizing officer of an EU institution, of a European office or of an EU agency or body.
- 19. Suspension of Contract**
- 19.1 If required by circumstances and as agreed in writing by the Parties, the Contract may be suspended in whole or in part for a limited period of time and resumed as soon as practicable.
- 20. Termination by mutual agreement**
- 20.1 If the Parties consider that, due to circumstances, the achievement of the objectives of the Contract is no longer possible or not to a satisfactory degree, the Parties may decide to terminate the Contract.
- 20.2 The decision to terminate will be recorded in writing and signed by the Parties' Authorised Representatives and will be without prejudice to any other rights of the Parties under the Contract.
- 21. Termination by International IDEA**
- 21.1 International IDEA may terminate the Contract with immediate effect (except for the case listed under clause 21.1.6, for which there will be a written notice of not less than 30 days) by giving Provider(s) written notice if Provider (or where there are two or more Providers, any of them):
- 21.1.1 falls within the scope of any of clause 18;
 - 21.1.2 breaches any of its obligations and fails to remedy the breach within 10 days after being notified in writing by International IDEA;
 - 21.1.3 in the judgement of International IDEA, is in a position, or has engaged in activities which have a material negative effect on the rights, obligations, image or interests of International IDEA;
 - 21.1.4 fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 36;
 - 21.1.5 if an event of Force Majeure continues for a period of 4 weeks or more;
 - 21.1.6 if in the case of a Contract which is a Commissioning Contract or Cooperation Contract the Provider does not clear Pre-Existing Material (as defined in the Special Terms) in accordance with the relevant Additional Terms; or
 - 21.1.7 if International IDEA, for overriding considerations outside the Contract, finds it necessary to terminate the Contract in whole or in part.
- 21.2 Where the Contract is a Commissioning Contract, International IDEA has additional rights of termination under the Additional Terms.
- 22. Termination by Provider**
- 22.1 A Provider may terminate the Contract by providing written notice to International IDEA when payments have not been made by International IDEA within 30 days of the due payment dates, and still not been made within 30 days of a written reminder to International IDEA to make payment.
- 22.2 Termination by a Provider under clause 22.1 will enter into effect in no less than 15 days after receipt of the written notice of termination by International IDEA, unless International IDEA settles the outstanding payment before such 15 days expire.
- 23. Effect of Termination**
- 23.1 Before termination comes into effect, Provider(s) will take immediate steps to terminate the performance of the Services in a prompt and orderly manner, reduce losses, and keep further costs to a minimum.
- 23.2 On expiry or termination of the Contract:
- 23.2.1 any Intellectual Property Rights transferred or granted to International IDEA will remain in effect;
 - 23.2.2 all obligations of the Parties will cease;
 - 23.2.3 Provider will provide all copies of International IDEA's Confidential Information and International IDEA Materials to International IDEA or destroy them, at International IDEA's option;
 - 23.2.4 clauses 2, 9.3, 9.4, 12.1, 13.1, 14, 15, 16.5 this clause 23.2, 24, 25, 28 29 and clauses 31 to 36 of these General Terms and any provisions expressly provided to survive termination elsewhere in the Contract will remain in effect;
 - 23.2.5 any rights and obligations of either Party which have arisen on or before expiration or termination, including the right to claim damages for a breach of the Contract will remain unaffected;
 - 23.2.6 within 30 days of the Contract terminating, Provider(s) will submit a final report to International IDEA providing full information on technical and financial aspects regarding the performance of the Services up to the date of termination of the Contract;
 - 23.2.7 unless the Contract is terminated for reason of Providers breach and subject to clauses 23.1 and 23.2.6, Provider(s) will be entitled to reimbursement for costs reasonably incurred in the satisfactory performance of the Services prior to the date of termination;
 - 23.2.8 failure to submit the final report as required by clause 23.2.6, will result in International IDEA refusing to settle any further payment request and recovering any amounts paid in excess of the amounts legitimately due;

- 23.2.9 to the extent at the time of termination, the Deliverables (if any) are only partly completed, on request by International IDEA and subject to the transfer of rights in the Deliverables to International IDEA as provided for in the Contract, and settlement of financial obligations under clause 12.1, International IDEA may decide, in its sole discretion, to pay Provider compensation for the draft Deliverables commensurate with the state of the draft;
- 23.2.10 where the part completed Deliverables are submitted on termination and International IDEA rejects the part completed Deliverables and no compensation is paid according to clause 23.2.9, subject to settlement of financial obligations under clause 12.1, the Intellectual Property Rights in the Deliverables granted to International IDEA under the Contract, will, on request by Provider, be transferred back from International IDEA to Provider; and
- 23.2.11 to the extent they are applicable to the Contract, the terms of paragraph 4.3.9 of Appendix 3 (Data Protection) shall apply.
- 24. Limitations of Liability**
- 24.1 Nothing in the Contract will exclude or limit a Party's liability for:
- 24.1.1 death or personal injury caused by its negligence;
- 24.1.2 fraud or fraudulent representation;
- 24.1.3 for any claim made under an indemnity in the Contract;
- 24.1.4 breach of clause 25.1;
- 24.1.5 breach of clause 17; or
- 24.1.6 for any other liability the limitation or exclusion of which is not permitted by applicable law.
- 24.2 Subject to clause 24.1 the liability of each Party to the other arising in connection with a claim or series of connected claims arising from the same incident shall not exceed the higher of: (i) €100,000 or (ii) total Price and expenses (if any) paid and payable under the Contract by International IDEA, in respect of any other claims arising under this Contract.
- 25. Insurance**
- 25.1 Subject to clause 25.3, Provider(s) will be responsible for taking out and maintaining appropriate insurance policies covering potential liability towards International IDEA under the Contract. The insurance cover should include the following risks:
- 25.1.1 claims by third parties resulting from acts performed by Provider and the Personnel;
- 25.1.2 life, health, accident, travel, or other insurance which may be necessary or desirable for the Personnel and/or employer's liability, appropriate in the country where the Services are being provided or implemented; and
- 25.1.3 loss of or damage to property.
- 25.2 Subject to clause 25.3, Provider(s) will provide a copy of its insurance to International IDEA on request.
- 25.3 In the event any Provider(s) is required to travel to a location outside of its country of incorporation/residence in order to provide the Services, it may request, and International IDEA may approve, adding the Provider(s) to International IDEA's travel and/or health insurance policies in connection with that location. If International IDEA does so, it shall be entitled to deduct a sum from the Price, by way of compensation for the premium payable in respect of adding the Provider (s) to its travel insurance policy.
- 25.4 Subject to clause 25.3, International IDEA will not bear any responsibility for the above risks or for any failure of Provider(s) to take out the appropriate insurance. Where part of the Services are performed by a Subcontractor, Provider(s) will be responsible for ensuring the Subcontractor takes out the appropriate insurance.
- 26. Subcontracting**
- 26.1 Except with the prior written approval of International IDEA, Provider(s) may not assign, transfer or subcontract any part of the Contract.
- 26.2 Where International IDEA does permit any subcontracting:
- 26.2.1 Provider(s) must follow the Policies and any other requirements set out in the Contract in respect of the procurement of services or goods financed by International IDEA. (Provider(s) acknowledges that failure to comply with the same may result in relevant costs not being considered eligible for funding by International IDEA); and
- 26.2.2 that permission does not relieve Provider(s) of its obligations under the Contract.
- 27. Force majeure**
- If a Party fails or delays in performing any or all of its obligations under the Contract for an event of Force Majeure it will notify the other as soon as practicable and will resume its obligations when the event comes to an end. If non-performance continues for a continuous period of more than 4 weeks, the Party not affected may terminate the Contract immediately by written notice to the affected Party.
- 28. Relationship between the Parties**
- 28.1 Provider(s) will perform the Services as an independent contractor. Nothing contained in the Contract will be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the Parties.
- 28.2 Provider(s) will have no claim against International IDEA or otherwise for employee benefits of any kind (e.g. vacation pay, sick leave, social security, health or disability benefits, unemployment insurance benefits, pension, etc.) whether in relation to it or its Personnel.
- 28.3 International IDEA may in writing, for the purpose of a specific assignment only, designate Provider(s) to represent International IDEA, for example at conferences and seminars. Other than that, Provider(s) must not represent itself and must ensure that it's Personnel do not represent themselves as being employees or agents of International IDEA.
- 28.4 Provider(s) is not entitled to use International IDEA's logo and name on business cards or letterheads, and no publication or material produced by Provider(s) may carry the International IDEA logo and/or name without International IDEA's prior written consent.
- 29. Communications between the Parties**
- 29.1 All notices, requests and consents which are required or permitted under the Contract will be in writing, in English and be deemed to have been given:
- 29.1.1 at the time of delivery, when delivered in person;
- 29.1.2 seven days after posting, if delivered by registered post;
- 29.1.3 at the time shown in any delivery receipt received by the sender from its e-mail service provider, if delivered by e-mail.
- 29.2 Any notices informing the other Party of a breach of or termination of the Contract will be delivered by e-mail and confirmed by post and will be deemed delivered in accordance with clause 29.1.
- 30. Changes**
- Any changes to the Contract must be in writing and signed by the Parties in order to be effective.
- 31. Waiver**
- The fact that a Party may fail to enforce or delay in enforcing any right it has under the Contract arising from a breach of the Contract, will not operate as a release or waiver of that right, unless the parties have so agreed in line with clause 30.
- 32. Entire Agreement**
- The Contract comprises the entire agreement between the Parties and replaces and extinguishes all previous agreements and understandings between the Parties relating to its subject matter.
- 33. Third Party Rights**
- No term of the Contract will be enforceable (under any applicable law) by any party who is not a Party to the Contract.
- 34. Severability**
- 34.1 If any of the provisions of the Contract is found by a court of competent jurisdiction to be void or unenforceable then that provision will be deemed to be deleted from the Contract and the remaining provisions of the Contract will continue in full force and effect.

34.2 Notwithstanding the provisions of clause 34.1, the Parties will be able to negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision found to be void or unenforceable.

35. Governing Law

The Contract and any dispute or claim arising out of it, will be governed by the laws of Sweden.

36. Dispute Resolution

36.1 The Parties will use their reasonable endeavours to settle amicably all disputes arising out of or in connection with the Contract or its interpretation.

36.2 Any dispute or claim which cannot be settled amicably within six weeks of the dispute arising, or the breach, termination or its purported validity, will be submitted to and finally settled by arbitration in the following manner:

36.2.1 the arbitration will be held in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce, unless the Arbitration Institute of the Stockholm Chamber of Commerce, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce will apply. In the latter case, the arbitration will be conducted by an arbitral tribunal composed of one arbitrator who, failing agreement between the Parties on the nomination of the arbitrator, will be appointed by the Arbitration Institute of the Stockholm Chamber of Commerce.

36.2.2 the decision of the arbitrator will be final and binding on the Parties.

36.2.3 the place of arbitration will be determined by the Arbitration Institute of the Stockholm Chamber of Commerce.

36.2.4 the English language will be the official language to be used in the arbitral proceedings and for all purposes related to arbitration.

36.3 Each Party hereby warrants that there exist no legal provisions according to which the above arbitration clause would not be binding on that Party.

Appendix 1: Additional Terms for Commissioning Contract

1. Introduction

1.1 These Additional Terms apply to and form part of the Contract between International IDEA and Provider.

2. Definitions

2.1 In addition to the definitions included in the Special Terms and the General Terms, the following terms have the meanings given them below (unless it is apparent from the context in which they are used, that they should not):

| | |
|-------------------------------|--|
| Additional Material | the material identified as such in the Special Terms, that Provider has to provide to International IDEA in addition to the Deliverable. |
| Author | the creator of the Deliverable. |
| Co-Author | one of a number of individuals who collectively create the Deliverable. |
| Institutional Provider | an institution that employs or otherwise engages the Author(s). |
| Lead Author | a Co-author that takes sole responsibility for the production and delivery of the Deliverable. |
| Lead Provider | Provider that has been allocated additional duties in relation to the Work as specified in clause 8 of these Additional Terms to the Commissioning Contract. |

3. Role of Provider

3.1 Provider's role is indicated in the Special Terms.

4. Commission and delivery of the Deliverable

4.1 International IDEA's initial intention is for the Deliverable to be part or all of the New Work (as defined in row 6 of the Special Terms).

4.2 In addition to complying with its obligations under the General Terms, Provider will produce the Deliverable and carry out any additional activities (including providing the Additional Material), in accordance with:

4.2.1 International IDEA's 'Editorial Standards' (to be provided to Provider); and

4.2.2 a good professional standard to meet the quality and standing of International IDEA's publications.

4.3 Provider will keep an additional or backup copy of all material supplied by it to International IDEA under the Contract.

5. Inclusion of a Pre-Existing Material

5.1 If Provider intends to include in the Deliverable a Pre-Existing Material, it must provide details of such Pre-Existing Material to International IDEA and obtain the prior written consent of International IDEA to its use.

5.2 Where International IDEA consents under paragraph 5.1 above and the Provider intends to include in the Deliverable a Pre-Existing Material owned by it, the Provider hereby grants to International IDEA a licence to use the Pre-Existing Material for the purposes and in the manner described in clause 16.4 of the General Terms.

5.3 Where International IDEA consents under paragraph 5.1 above and the Provider intends to include in the Deliverable a Pre-Existing Material owned by a third party, the Provider will procure that the third party author of such Pre-Existing Material will consent to the transfer of the Pre-Existing Material in accordance with clause 16.4.

5.4 If paragraph 5.2 applies, the Provider will itself waive, and where paragraph 5.3 applies, the Provider will procure the waiver by the third party of, its/their (as relevant) moral rights in respect of that Pre-Existing Material. That waiver will include the waiver of any and all present and future claims to rights of integrity, disclosure and withdrawal and any other rights that may be known as 'moral rights'. In addition, that waiver will explicitly entitle International IDEA to change, alter, amend, add to, delete from, adapt and otherwise modify that Pre-Existing Material, including but not limited to making changes to the structure and format of the Pre-Existing Material and any and all other cuts, edits summaries, rearrangements and translations of the Pre-Existing Material.

5.5 If the Provider cannot clear any of the rights or obtain any waiver in accordance with paragraphs 5.2 or 5.3 it must notify International IDEA as soon as possible and in any event prior to the approval of proofs for the New Work. The Parties will use their reasonable endeavours to agree what action to take if full clearance cannot be obtained.

6. Acceptance and Amendment of the Deliverable

6.1 International IDEA will accept the Deliverable provided that it and the Additional Material delivered by Provider are technically competent and comply in nature, scope, length and style to the specifications set out in the Contract or as otherwise agreed in writing by the Parties.

6.2 If the Deliverable fails to meet the requirements of paragraph 6.1, International IDEA will have the right:

6.2.1 to require Provider to make amendments to the Deliverable and Additional Material to ensure that they meet these requirements; or;

6.2.2 to terminate the Contract under paragraph 18.1.1.

6.3 If International IDEA requests amendments in accordance with paragraph 6.2.1:

6.3.1 it will indicate what amendments are needed and will specify a reasonable period of time within which they will need to be made so that it can meet its production schedule; and

6.3.2 Provider will have the opportunity to make the required amendments and submit the revised Deliverable or Additional Material (as relevant) to International IDEA.

6.4 If Provider:

6.4.1 fails to make the requested amendments; or

6.4.2 fails to make the requested amendments to International IDEA's requirements; or

6.4.3 fails to respond to International IDEA's requests, in each case within the timeline specified in the notification, International IDEA, will have the right:

(a) to appoint a competent person(s) to make the amendments and consider the Deliverable accepted only on satisfactory finalisation. International IDEA will have the right to deduct the costs incurred in appointing that person from any sum which may be payable to Provider under the Contract. If the person(s) engaged by International IDEA makes substantial amendments, International IDEA has the right to credit such person(s) as a co-author(s) of the Deliverable; or

(b) to terminate the Contract in accordance with paragraph 18.1.1.

6.5 Whilst International IDEA does not expect this to arise, if Provider fails to deliver the Deliverable by the delivery date specified in the Special Terms or by such other date as International IDEA may agree in writing, then International IDEA reserves the right to terminate the Contract in accordance with paragraph 18.1.1.

7. Proof Reading

7.1 Provider will read, check and correct all proofs of the Deliverable and any final artwork included by Provider in the Deliverable and return them to International IDEA within 14 days of their receipt. If Provider does not return the proofs in time, International IDEA may consider the proofs and artwork passed for press by Provider.

7.2 International IDEA will absorb the cost of Provider's corrections up to an amount equal to 10 per cent of the cost of origination of the Deliverable. Any cost incurred over that amount will be deducted from any payment due to Provider under the Contract. If there is no payment due, Provider will pay any costs incurred within 30 days of receipt of an invoice issued by International IDEA.

8. Editing and editorial control

8.1 International IDEA reserves the right to make editorial amendments to the Deliverable without referring these to Provider for Provider's review and approval. Such amendments include any statistics or facts which are found to be incorrect in the Deliverable and any amendments to conform to International IDEA's house style.

8.2 To avoid doubt, International IDEA will have final editorial control in respect of the Deliverable. In particular, it reserves the right to amend the Deliverable in any way that it thinks fit in order to change or remove any material which it, or its legal advisers, considers to be unacceptable or gives cause for any legal action. Any such amendment will not affect Provider's liability under paragraphs 17.1 and 17.2 below.

9. Additional Responsibilities of the Lead Provider

9.1 If Provider has been appointed as a Lead Provider as specified in the Special Terms, then in addition to the other obligations imposed on it under the Contract the Lead Provider will:

9.1.1 provide editorial assistance and services to International IDEA as those are specified in the Terms of Reference or as International IDEA may reasonably request from time to time in respect of content selection, choice of contributors to the New Work, quality control of contributions and liaison with other contributors;

9.1.2 perform editorial services in a proper, timely and efficient manner with a view to ensuring that the New Work and any contributions to it are produced to a good professional standard which are consistent with the quality and standing of the New Work; and

9.1.3 perform other editorial services in accordance with International IDEA's production schedule as notified in writing to the Lead Provider from time to time.

10. Additional Responsibilities of the Institutional Provider

10.1 If the Provider is an Institutional Provider, as indicated in the Special Terms, Provider will procure that:

10.1.1 the Author complies with those terms of the Contract which need to be performed by the Author to ensure that Provider is in compliance with the Contract. This obligation will only continue for so long as the Author continues to be engaged by Provider; and

10.1.2 an identical waiver of moral rights and the right to otherwise deal with the Deliverable as is specified in clause 16.4.5 of the General Terms is obtained for the benefit of International IDEA from the Author and any other persons that provides service in respect of the Deliverable.

11. Co-Authors

11.1 If the Deliverable is being written by more than one person, identified as Co-Authors in the Special Terms and no Lead Author has been appointed, all of the obligations, agreements and undertakings given or entered into by the Co-Authors in the Contract are given or entered into jointly and severally. That means that each of the Co-Authors are responsible individually for complying with all the obligations (not just the ones that they might have had allocated to them on an individual basis).

11.2 If a Lead Author has been appointed:

11.2.1 then even if the Deliverable has been written by Co-Authors, the Lead Author agrees to take sole responsibility for all of the obligations, agreements and undertakings given or entered into by Provider in the Contract; and

11.2.2 the Lead Author will procure that the Co-Authors comply with those terms of the Contract which need to be performed by the Co-Authors to ensure that Provider is in compliance with the Contract.

12. Publication

12.1 Although International IDEA intends to publish the Deliverable, publication is subject to International IDEA's available resources, established practices and policies and Provider's compliance with all terms of the Contract. To avoid doubt, International IDEA will not be obliged in any way to publish or distribute the Deliverable.

12.2 Publication of the Deliverable will be at International IDEA's own expense and risk.

12.3 Where the Deliverable is published International IDEA will:

12.3.1 produce the Deliverable to a good professional standard appropriate to the medium in which it is published or made available; and

12.3.2 have entire control over all matters relating to the publication, distribution, sale and promotion of the Deliverable.

13. Provider's Re-use Rights

13.1 Provider will have the right to re-use the Deliverable for his/her professional purposes only provided that:

13.1.1 it is not used for commercial purposes;

13.1.2 any use is made after the New Work or Deliverable has been published by International IDEA;

13.1.3 appropriate acknowledgement is made to the New Work and International IDEA; and

13.1.4 Provider notifies International IDEA in writing prior to each such intended use.

14. Credit

14.1 International IDEA will include an appropriate credit in the New Work or the Deliverable.

14.2 International IDEA will request that any other publication of the Deliverable by a sub-licensee publisher will contain a similar credit. However, no failure of any sub-licensee publisher to give this credit will constitute a breach of the Contract by International IDEA.

14.3 If International IDEA translates the Deliverable or adapts it in any other way, International IDEA will attribute Provider as the original author of the Deliverable, but will, in addition, be entitled to credit the person or entity that carried out such translation or adaptation.

15. Provider's Copies

On publication of the Deliverable in print on paper, by International IDEA, Provider will be sent six copies of the first edition of the Deliverable or New Work.

16. New Editions

16.1 The Parties acknowledge that at some point after publication, International IDEA may wish to commission a revision of the Deliverable for a new edition of the Deliverable or the New Work.

16.2 If the Parties agree that Provider will be engaged to revise the Deliverable, any revised Deliverable will be provided on the terms of the Contract except that any payment for any revised or updated Deliverable will be mutually agreed between the Parties.

16.3 To avoid doubt, nothing in this clause will prevent International IDEA from being entitled to revise the Deliverable to produce a new edition.

17. Warranties and Indemnities

17.1 Provider undertakes and warrants to International IDEA that:

17.1.1 the Deliverable will be original to Provider, or in the case of an Institutional Provider or a Lead Author, the Deliverable will be original to the Author or Co-Authors respectively, except for material in the public domain and any Pre-Existing Material that has been cleared for inclusion in accordance with paragraph 5 and included in the Deliverable;

17.1.2 the Deliverable is in no way whatever an infringement of any copyright or licence or duty of confidence or duty to respect privacy or any other right (including any moral right) of any person or a breach of any existing agreement;

17.1.3 all statements contained in the Deliverable purporting to be facts are true, accurate and complete; and

17.1.4 the Deliverable contains no obscene, improper, defamatory or blasphemous material nor is in any other way unlawful.

17.2 Provider acknowledges that it is responsible for any breach of the warranties set out in paragraph 17.1 and it agrees to indemnify and hold International IDEA free from any losses damages, costs and expenses of whatever kind that International IDEA may incur as a result of a breach of the above warranties or arising out of any claim alleging that the Deliverable breaches any of those warranties.

17.3 If either Provider or International IDEA receives any claim alleging breach of any of the warranties given to International IDEA in the Contract, that Party will promptly notify the other Party.

18. Termination

18.1 In addition to the rights of termination under the General Terms, International IDEA may terminate:

18.1.1 the Contract immediately by written notice to Provider if the events in paragraph 6.4 or 6.5 arise;

18.1.2 the Contract in whole or in part at any time by giving Provider fifteen days prior written notice.

Appendix 2 – Additional Terms to Cooperation Contract

1. Introduction

1.1 These Additional Terms apply to and form part of the Contract between International IDEA and Provider(s).

2. Definitions

2.1 In addition to the definitions included in the Special Terms and the General Terms, the following terms have the meanings given to them below (unless it is apparent from the context in which they are used, that they should not):

| | |
|-------------------------|--|
| Financial Report | is a financial report describing progress as against the Budget or detailing costs and/or expenses incurred to date to be supplied by Provider(s) to International IDEA in accordance with the Terms of Reference. |
| Narrative Report | is the report describing progress of the Services to be supplied by Provider(s) to International IDEA in accordance with the Terms of Reference. |

3. More than one Provider

3.1 Where there are two providers identified in the Special Terms to this Contract, they will be referred to individually as 'Provider' and 'Additional Provider' (as relevant) and together as 'Providers'.

4. Ownership of Copyright

4.1 This paragraph 4 only applies where the Parties have agreed to produce and publish a New Work (as defined in the Publishing Annex) to this Contract). In that scenario, the Publishing Annex will apply and will set out each Parties responsibilities in connection with the New Work and any Deliverables produced in connection with it.

Ownership of Copyright in the Deliverable and the New Work

4.2 Unless the Publishing Annex states otherwise, copyright in the Deliverable(s) and the New Work will be held by International IDEA solely. The Providers hereby transfer, with full title guarantee, the entire copyright and all other rights of a similar nature in the Deliverable(s) and the New Work to International IDEA in each and every legal jurisdiction in the world to the fullest extent permitted by law in each such legal jurisdiction.

4.3 If the Publishing Annex states that the copyright in the Deliverable(s) and New Work is to be held by the Parties jointly, each Party hereby transfers, with full title guarantee, the entire copyright and all other rights of a similar nature in the Deliverable(s) and the New Work to International IDEA and the Provider(s) absolutely to hold as joint owners in equal shares in each and every legal jurisdiction in the world to the fullest extent permitted by law in each such legal jurisdiction.

4.4 In each and every legal jurisdiction in the world where an assignment of copyright is effective in law, the transfer of rights referred to in paragraph 4.2 or 4.3, whichever is applicable, will consist of or include an assignment of all present and, to the extent that it is possible, future copyright and all other rights of a similar nature in the Deliverable(s) and the New Work for the full term of copyright and all renewals, revivals and extensions of such term that now exist or are in the future created in that legal jurisdiction.

4.5 In each and every legal jurisdiction where an assignment of copyright is not effective in law, either wholly or partially, the transfer of rights referred to in paragraph 4.2 or 4.3, whichever is applicable, will consist of or include the grant of the most extensive and long lasting licence to exploit the Deliverable(s) and the New Work it is possible to grant under the law of the legal jurisdiction in question. In particular, to the extent that it is possible under the law of the legal jurisdiction in question, such licence will be an exclusive, irrevocable and perpetual licence to exploit the Deliverable(s) and the New Work in any way, including without limitation the right to digitise, publish, display, store, reproduce, redistribute (whether by sale, or otherwise (including by making available via a creative commons licence), syndicate, broadcast and make the Deliverable(s) and the New Work available on-line in any form either on its own or in combination with any other New Work(s) in any form or by any media anywhere in the world and to license third parties to exploit in any such manner all or part of the Deliverable(s) and the New Work. Any such licence will include the right to exploit, administer and sub-licence all subsidiary rights, including without limit, the right to: (i) adapt, abridge, condense and translate all or part of the Deliverable(s) and/or the New Work; (ii) to publish them as a co-edition; (iii) to publish quotations and extracts from them; (iv) to publish them as an educational edition with notes, other support material or in simplified form; and (v) to convert and publish them in such a way as to allow their use by the visually handicapped.

Clearance of Rights in the Pre-Existing Material

4.6 If a Party intends to include in the New Work a Pre-Existing Material that is owned by a third party, that Party must clear the rights to use the Pre-Existing Material for the purposes and in the manner described in paragraph 4.4, or if not possible, paragraph 4.5.

4.7 If a Party intends to include in the New Work a Pre-Existing Material owned by it, that Party hereby grants the Party(ies) with rights of ownership pursuant to paragraph 4.2 or 4.3, a licence to use the Pre-Existing Material for the purposes and in the manner described in paragraph 4.5. If paragraph 4.2 applies, International IDEA will not grant the Provider(s) such a licence.

4.8 Whichever of paragraph 4.2 or 4.3 applies, the Party which intends to include a Pre-Existing Material in the New Work will procure that the author of such Pre-Existing Material and any other persons that provided services in relation to such Pre-Existing Material will waive their moral rights in respect of that material. That waiver will include the waiver of any and all present and future claims to rights of integrity, disclosure and withdrawal and any other rights that may be known as 'moral rights'. In addition, that waiver will explicitly entitle International IDEA and/or the Provider(s) (if any) as appropriate to change, alter, amend, add to, delete from, adapt and otherwise modify that Pre-Existing Material, including but not limited to making changes to the structure and format of the Pre-Existing Material and any and all other cuts, edits summaries, rearrangements and translations of the Pre-Existing Material.

4.9 If the Party which proposes to include a Pre-Existing Material in the New Work cannot clear any of the rights or obtain any waiver in accordance with paragraphs 4.6, 4.7 or 4.8, it must notify the other Party(ies) as soon as possible and in any event prior to the approval of proofs for the New Work. The Parties will use their reasonable endeavours to agree what action to take if full clearance cannot be obtained.

4.10 Each Party acknowledges that ownership of the copyright in the New Work is subject to any underlying rights owned by third parties or by the other Party in the Pre-Existing Material and that any use of the New Work will have to be consistent with such rights.

Clearance of Rights in the Deliverable and the New Work

4.11 The Party responsible for producing or commissioning the New Work and/or the Deliverable(s) will ensure that:

4.11.1 it acquires rights from the contributors to the New Work and/or the Deliverable(s) to use the New Work and/or the Deliverable for the purpose of and in the manner described in paragraph 4.4 or 4.5, whichever is applicable;

4.11.2 a waiver of moral rights and the right to otherwise deal with the Deliverable and the New Work is secured from the author and any other persons that render services in respect of the Deliverable and the New Work in the same terms as is specified in paragraph 4.9, except that reference to 'Pre-Existing Material' will be read as reference to 'Deliverable and the New Work' where the context so requires; and

4.11.3 it acquires warranties from the contributors to the New Work and/or the Deliverable that their work is original, is in no way whatever an infringement of copyright or any other rights of a third party, and they have the power to transfer the rights as per paragraph 4.11.1.

Delivery of the Deliverable(s) and the New Work

4.12 Each Party will sort and index that part of the Deliverable(s), the New Work and the Pre-Existing Material it is responsible for producing/ contributing prior to its delivery and according to the instructions of International IDEA. The delivery of such work will include: (i) electronic copies of the documents as specified in the Terms of Reference; and (ii) written evidence of the acquisition of the rights acquired under paragraph 4.11 above.

4.13 If International IDEA identifies any gaps in the rights that should have been acquired by the Provider(s) in the Deliverable(s) or the New Work, the Party that failed to acquire the relevant rights, will be responsible for promptly rectifying the position and bearing the costs in doing so.

Use of the Deliverable, the New Work and the Pre-Existing Material by the Parties

4.14 If International IDEA holds copyright in the Deliverable and the New Work:

4.14.1 International IDEA will be entitled, in its sole discretion and without informing or consulting with the Provider(s) to: (i) change, alter, amend, add to, delete from, adapt and otherwise modify the New Work and/or Deliverable(s), including but not limited

- to, making any and all cuts, edits, summaries, rearrangements, translations and new editions; and (ii) assign and transfer or license the New Work and/or Deliverable(s);
- 4.14.2 International IDEA will acknowledge the contribution by the Provider(s) in any publication of the New Work and/or the Deliverable(s) by International IDEA. In addition, International IDEA will endeavour to require that a similar undertaking is given in respect of any editions of the New Work and/or Deliverable(s) licensed by International IDEA for publication to third parties. However, no failure by such third parties to acknowledge the other Party's(ies') contribution will constitute a breach of this Contract by International IDEA; and
- 4.14.3 the Provider(s) will be entitled to use the New Work and their respective contribution to the Deliverable(s) only for its professional purposes generally provided that:
- (a) no commercial use will be made of such work;
 - (b) any use is made after International IDEA has first published the New Work;
 - (c) appropriate acknowledgement is made to the New Work and International IDEA as the copyright holder; and
 - (d) it notifies International IDEA in writing prior to each intended use.
- 4.15 If the Parties hold copyright jointly in the Deliverable and the New Work, then subject to paragraph 4.10:
- 4.15.1 each Party is entitled to assign, licence, transfer or charge its interest in the Deliverable, the New Work or the Pre-Existing Material to any third party without the prior written consent of the other Party(ies) provided such assignment, licence, transfer or charge does not affect their use of such works under this Contract. If it does affect their use under this Contract then the Party seeking to make such assignment, licence, transfer or charge must first obtain the written consent of the other Party(ies) as relevant, which will not be unreasonably withheld;
- 4.15.2 each Party is entitled to use the Deliverable and the New Work either on its own or together with a publishing partner on a non-exclusive basis in any media and in any format throughout the world provided all such use is for non-commercial purposes only;
- 4.15.3 each Party is entitled, with prior notification to the other Party(ies) as relevant, to change, alter, amend, add to, delete from, adapt and otherwise modify the New Work and/or Deliverable, including but not limited to, making any and all cuts, edits, summaries, rearrangements, translations and new editions to such works;
- 4.15.4 each Party is entitled to licence a third party to use the Deliverable and the New Work in the ways in which that Party is entitled to use the Deliverable and the New Work under this Contract, provided that International IDEA's General Conditions on Copyright, as varied from time to time, are met;
- 4.15.5 the Parties will ensure that all reproduction of the Deliverable and the New Work will acknowledge the Parties as joint copyright holders and will credit the contributing authors and editors; and
- 4.15.6 Provider and the Additional Provider (if any) will acknowledge the contribution by International IDEA whenever appropriate.
- 5. Announcements**
- 5.1 The Provider(s) will ensure that any proposed publications, press releases and updates in connection with the Contract or the New Work published under it are submitted to International IDEA for its approval prior to publication.
- 6. Budget for the Services and Eligible Costs**
- 6.1 The General Terms contain financial provisions, including in connection with Price and payment terms. In addition, the Parties agree to comply with their respective obligations set out in the remainder of this paragraph 6.
- 6.2 The Services will be implemented in accordance with the Budget and amounts transferred by International IDEA to the Provider(s) in the Currency.
- 6.3 The Budget represents the total cost of the Services and includes the eligible costs grouped under the following headings:
- Direct Costs;
 - Indirect Costs; and
 - Contingency Fund.
- Direct Costs*
- 6.4 In order to be considered eligible as Direct Costs, the costs must comply with the following general criteria:
- 6.4.1 costs must be agreed by International IDEA in line with the Policies;
 - 6.4.2 costs must be directly related to and necessary for the undertaking of the Services and be provided for specifically in the Budget;
 - 6.4.3 costs must have actually been incurred during the Implementation Period (as defined in the Special Terms);
 - 6.4.4 in the case of costs incurred in relation to any permitted subcontracting or procurement of services or goods, the procurement must have followed the procurement rules stipulated in the Contract and the Policies; and
 - 6.4.5 costs must be identifiable, supported by original evidence (invoices, receipts, or other payment documents) and be recorded in the Provider(s)'s accounts.
- 6.5 Subject to the conditions above, the following costs may in particular be considered eligible as Direct Costs, unless otherwise provided for in the Special Terms to ensure conformance with donor requirements:
- 6.5.1 remunerations, such as, cost of staff assigned exclusively to the Services (full-time or part-time) at the rates normally borne by the Provider(s), including any related social security charges in relation to the salaries;
 - 6.5.2 travel expenses and daily subsistence allowance expenses incurred in accordance with the Policies for the staff involved in undertaking the Services;
 - 6.5.3 cost of consumables and supplies directly attributable to the Services;
 - 6.5.4 cost of national and/or international communication (telephone, internet) and postage directly attributable to the Services;
 - 6.5.5 cost of local transportation directly attributable to the Services;
 - 6.5.6 costs directly related to events organised as part of the Services, incurred in accordance with the Policies;
 - 6.5.7 costs deriving directly from specific requirements of the Contract (reporting, evaluation, audit, insurance, etc.).
- Indirect Costs*
- 6.6 Indirect Costs, not to exceed under any circumstances 7%, of the Direct Costs, may be eligible for financing under the Contract and may be therefore included in the Budget.
- 6.7 The Indirect Costs percentage indicated in the Budget annex is the agreed percentage that can be charged under the Contract.
- 6.8 Indirect Costs are intended to cover Provider(s)'s overheads and other unidentifiable costs related to the undertaking of the Services and are eligible provided that they are specifically referenced in the Budget and are not replicated in costs assigned to other headings of the Budget.
- 6.9 Indirect Costs do not have to be justified in the Financial report.
- Contingency Fund*
- 6.10 A Contingency Fund up to 5% of the Direct Costs may be included in the Budget to cover any additional expenses necessary in view of possible changed circumstances during the undertaking of the Services.
- 6.11 The Contingency Fund may only be used with the prior written approval of International IDEA upon a duly justified request from the Provider(s).
- Non-eligible Costs*
- 6.12 The following costs will not be considered eligible for financing under the Contract:

- 6.12.1 contributions in kind made by the Provider(s), such as use of common office space or utilities;
 - 6.12.2 items already financed from other sources;
 - 6.12.3 miscellaneous travel expenses such as passports, visas, travel permits, vaccinations, medications, travel insurance, etc;
 - 6.12.4 currency exchange losses which may arise as a result of the currency of the Provider(s)'s bank account being different from the Currency; and
 - 6.12.5 bank charges on currency exchanges or that otherwise may be due on a transfer or remittance of funds to International IDEA.
- 7. Financing the Services**
- 7.1 The responsibilities of the Parties in financing the Services are set out in the Terms of Reference. Where International IDEA finances less than 100% of the Budget, it is understood that the difference represents the co-financing of the Services by the Provider(s) from its/their own resources or from other donors (where specified in the Contract).
 - 7.2 The Parties agree that subject to paragraph 7.1, the funds due by International IDEA to the Provider(s) under the Contract will be strictly limited to the amount required to cover the expenditure for the Services up to the Ceiling, and that they may not in any circumstances result in a profit for the Provider(s).
 - 7.3 Subject to paragraphs 7.1 and 7.4, the total amount financed by International IDEA will not exceed the Ceiling, even if at the completion of the Services the total actual expenditure exceeds the Budget.
 - 7.4 If the Services are suspended, not carried out at all, or are not implemented properly, in full, as per the Budget or on time and without prejudice to its right to terminate the Contract under clause 21.1.2 of the General Terms, International IDEA will reduce its final financial contribution pro rata commensurate with to the actual amount properly and actually incurred in undertaking the Services.
- 8. Terms and Schedule of Payments**
- 8.1 Subject to the provisions of clauses 11.4 to 11.7, payments under the Contract will be made as per the Budget and the specific provisions set out in the Special Conditions.
- 9. Modification of the Budget**
- 9.1 The Provider(s) will promptly notify International IDEA in writing if it foresees that the Services cannot be completed within the Budget. Such notification will contain a detailed budget follow-up and an account of work performed as well as a thorough analysis of additional activities needed to complete the Services.
 - 9.2 The Parties will promptly discuss any such situation and associated proposals for modification of the Budget and the Parties' financial responsibilities.
 - 9.3 If the Parties agree to modify the Budget and/or their respective financial responsibilities, such agreement will be recorded and signed in an addendum to the Contract.
 - 9.4 If no such agreement is reached, International IDEA has no obligation to increase its contribution beyond the Ceiling. In this case, if a Provider(s), chooses to breach the Contract and not complete its obligations, International IDEA retains the right to claim damages for breach of the Contract and to deem as ineligible any expenditures that the Provider incurred in breach of the Contract.
 - 9.5 Modifications in the breakdown of the Budget such as transfers between budget lines or introduction/ deletion/ replacement of budget items that do not imply a modification of the Ceiling, may be agreed between the Parties through an exchange of communications, provided that the provisions of paragraphs 9.1 to 9.4 are observed.
- 10. Submission of the Reports**
- 10.1 The Provider(s) will provide International IDEA with full information on their respective undertaking of the Services through periodic progress Narrative Reports and Financial Reports and a final Narrative Report and Financial Report on completion of the Services as required under the Contract (together the "Reports").
 - 10.2 All Reports must be signed by the Authorised Representative of the Provider(s) and all Financial Reports must, in addition, be certified by the head of the financial department of the relevant Party.
 - 10.3 The Reports will be submitted as per the following timeline:
 - 10.3.1 a progress report will accompany any intermediate payment request to be submitted as per the schedule of payments provided in the Special Terms; and
 - 10.3.2 the final report will accompany the final payment request and will be submitted within the timeline as specified in the Special Terms. The period will normally be 4 to 6 weeks, not to exceed in any case 8 weeks from the end of the Implementation Period.
 - 10.4 Any additional reporting requirements will be set out in Terms of Reference and delivered in accordance with the timelines set out in the Terms of Reference.
- 11. Content of the Reports**
- 11.1 The Reports will be drawn up in English and will provide a complete account of all aspects of implementation for the covered period.
 - 11.2 The Reports will cover the whole of the Services or that part of the Services the relevant Party is responsible for, regardless of whether the Party's particular responsibilities are financed in whole or in part by International IDEA.
 - 11.3 The level of detail in any Narrative Report and/or Financial Report should comply with the requirements set out in the Terms of Reference, paragraph 11.4 and the Budget.
 - 11.4 The Narrative Report will at least include:
 - 11.4.1 activities directly related to the Services carried out during the reporting period;
 - 11.4.2 difficulties foreseen/encountered and measures taken to prevent/overcome problems;
 - 11.4.3 changes introduced in implementation;
 - 11.4.4 detailed information on sub-contracting arrangements;
 - 11.4.5 achievement/results obtained against objectives and indicators provided in the Terms of Reference and/or in the work plan included in the previous report (especially submission of any required deliverables);
 - 11.4.6 a work plan for the following period including results expected and indicators of their achievement, and resources envisaged to be employed for implementation (for progress reports only); and
 - 11.4.7 final assessment of the implementation of the Services and fulfilment of the objectives set out in the Terms of Reference, as well as details on the delivery of the final results and any documentation required to evidence the transfer of copyright as per paragraph 4.4 if relevant (for final Narrative Report only).
 - 11.5 The Financial Report will comprise a certified statement of expenditure documenting all the income and expenditure incurred by the relevant Party in implementing the Services and all the payments received and will be submitted in the form provided.
 - 11.6 The Financial Report will be either audited by an external auditor or accompanied by the supporting payment documents (receipts, invoices, etc.) in original. In exceptional circumstances, if duly justified and approved in writing by International IDEA, the relevant Party may submit copies of the supporting documents instead of originals. The receipts will be numbered as per the corresponding items in the Financial Report. Receipts that are not in English will be accompanied by a brief description/translation in English. Any costs reflecting remuneration as per paragraph 6.5.1 will be accompanied by a statement providing sufficient detail as to at least the work input, net amount paid to each of the personnel assigned to the relevant Services and date of payment. The statement should be signed both by the Authorised Representative of the relevant Party and by the respective personnel as proof of receipt of payment. Any costs for the daily subsistence allowance paid to the relevant Party's personnel on mission as per paragraph 6.5.2 will be accompanied by mission orders showing the purpose, location, date, duration of the mission, the calculation of the amount due and signed for receipt by the respective personnel.
 - 11.7 The Financial Report will be submitted in the Currency, though it is acknowledged that they may be drawn from financial transactions denominated in other currencies.

12. **Acceptance of the Reports**
- 12.1 If in International IDEA's opinion, the quality of reporting is not acceptable or the content of a Report does not correspond to the terms of the Contract, International IDEA will, within 30 days of receiving the Report, give notice and reasons for this opinion. Within 15 days of such notice, the Provider(s) will either contest International IDEA's opinion (giving its reasons for doing so) or present a revised report that meets the requirements of the Contract.
- 12.2 The Reports (and their corresponding payment requests where appropriate) will be deemed approved by International IDEA if no communication setting out comments is remitted to the Provider(s) within 30 days after receipt by International IDEA of the Report.
- 12.3 Approval of a Report does not imply recognition by International IDEA of the regularity, authenticity, completeness and correctness of the information it contains.
13. **Non-fulfilment of Reporting Obligations**
- 13.1 If the Provider(s) fails, without an acceptable written justification, to present a Report as per the timeline in paragraph 10.3 as amended and/or supplemented by the provisions set out in the Contract, International IDEA may decide to terminate the Contract in accordance with clause 21.1.2 of the General Terms and will be entitled to not pay any further amounts and to recover any amounts paid in excess of the amounts legitimately due.
14. **Warranties and indemnity**
- 14.1 In addition to the warranties given in the General Terms, each of the Provider and the Additional Provider (if any) undertakes and warrants to International IDEA that:
- 14.1.1 the Deliverables that it is responsible for producing are original and have not been previously published;
- 14.1.2 the Pre-Existing Material and its contribution to the Deliverable(s) and/or the New Work do not infringe any Intellectual Property Rights or licence or duty of confidence or duty to respect privacy or any other right (including any moral right) of any person and do not breach any existing agreement, do not contain anything defamatory, obscene, improper or blasphemous nor any material that is in any other way unlawful and that all statements contained in these works purporting to be facts are true, accurate and complete; and
- 14.2 Each of the Provider(s) hereby indemnify International IDEA from all losses, liabilities, costs and expenses (including legal expenses) International IDEA may suffer or incur arising out of a breach by it of any of the warranties in paragraph 14.1.
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Appendix 3 – Data Protection

1. In the performance of each Party's obligations under the Contract, the Services being provided by Provider(s) may involve:
- 1.1 the sharing of Personal Data by the Parties where each Party is acting as Controller, meaning that they are independently determining the purposes and means of processing of that Personal Data. In those circumstances each Party is an independent controller and not a joint controller for the purposes of Article 26 of the GDPR (as defined below); and/or
- 1.2 Provider(s) acting as a Processor of Personal Data on behalf of International IDEA, (who itself will be acting as Controller).
2. The provisions of paragraphs 3 and 4 will apply in relation to Personal Data as follows:
- 2.1 to the extent that each Party is acting as a Controller in respect of the processing of such Personal Data the provisions of paragraph 3 only shall apply; and
- 2.2 where Provider(s) acts as the Processor on behalf of International IDEA the provisions of paragraphs 3 and 4 shall apply.
3. **CONTROLLER TO CONTROLLER PROCESSING**
Compliance with Data Protection Laws
- 3.1 Each Party will comply with Data Protection Laws, in each case to the extent it applies to each of them.
- 3.2 Each Party warrants that:
 - 3.2.1 all personal data provided by or on its behalf will have been lawfully obtained and retained by it (or its nominated third party);
 - 3.2.2 in respect of the personal data collected by a Party, all necessary consents and data processing notices in relation to the processing of such data have been provided by that Party in accordance with the Data Protection Laws;
 - 3.2.3 it is lawfully entitled to provide, procure the provision of, or authorise the other Party to obtain (as the case may be) personal data for the purposes envisaged by the Contract; and
 - 3.2.4 it will only make accurate and correct changes to the personal data covered by the Contract to ensure that the personal data is at all times correct, accurate and up to date.
- 3.3 Each Party will:
 - 3.3.1 implement and at all times maintain an information security management system that:
 - (a) operates and has robust back up and disaster recovery procedures in place;
 - (b) is able to comply with any rights of data subjects exercised under Data Protection Laws; and
 - (c) includes all appropriate technical and organisational measures necessary or desirable to:
 - (i) ensure a level of security appropriate to the risk against unauthorised or unlawful processing, accidental loss or destruction of or damage to personal data;
 - (ii) protects the rights of the data subject; and
 - (iii) enable the personal data to be processed in compliance with obligations equivalent to those imposed by the Data Protection Laws;
 - 3.3.2 ensure that all personal data processed by it is subjected to the controls of the information security management system implemented and maintained in accordance with this paragraph 3.3;
 - 3.3.3 immediately notify the other Party of any contact with or investigation or audit of it in relation to data processing and/or personal data by any regulatory authority prior to providing any information, unless it is prevented from doing so by law or court of competent jurisdiction;
 - 3.3.4 co-operate with any regulatory authority for data processing; and
 - 3.3.5 not do or omit to do anything which will place the other Party in breach of any Data Protection Laws.
4. **CONTROLLER TO PROCESSOR PROCESSING**
Processor Obligations
- 4.1 The provisions of this paragraph 4 will only apply in relation to personal data where Provider(s) acts as the processor on behalf of International IDEA.
- 4.2 Where Provider is processing personal data on International IDEA's behalf under the Contract, such processing shall:
 - 4.2.1 be solely for the purposes of Provider performing the Services and otherwise undertaking its obligations under the Contract;
 - 4.2.2 involve processing (i) the type of personal data (ii) in the manner and for the purposes, described in the relevant Annex to the Contract;
 - 4.2.3 be undertaken only by persons authorised to process the personal data who are subject to a duty of confidence in respect of any such personal data to which they may have access;
 - 4.2.4 be undertaken strictly in accordance with the terms of the Contract and International IDEA's instructions from time to time unless otherwise required by law or any regulatory body (in which case Provider(s) shall, where permitted, inform International IDEA of that legal requirement before processing); and
 - 4.2.5 take place only during the term of the Contract (or, where and to the extent strictly necessary to perform any post termination obligations, for as long as the processing remains necessary for these purposes).
- 4.3 Where Provider(s) processes any personal data on International IDEA's behalf it shall:
 - 4.3.1 not under any circumstances transfer or allow the transfer of the personal data outside the European Economic Area unless authorised in writing by International IDEA;
 - 4.3.2 implement and at all times maintain an information security management system that includes all appropriate technical and organisational measures necessary or desirable to ensure a level of security appropriate to the risk, protect the rights of the data subject and enable the personal data to be processed in compliance with the obligations imposed by article 32 of the GDPR and ensure that all personal data processed by Provider is subjected to the controls of the information security management system implemented and maintained in accordance with this paragraph 4.3.2;
 - 4.3.3 immediately notify International IDEA of any breach or potential breach of this paragraph 4 or if it otherwise has reason to consider that there has been a personal data breach and cooperate with International IDEA to resolve such issue;
 - 4.3.4 provide such assistance as International IDEA may require to allow it comply with its own obligations to keep the Personal Data secure, inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment and consult with a regulatory authority regarding the processing of personal data (articles 32 to 36 of the GDPR);
 - 4.3.5 not appoint any sub-processors in respect of the Personal Data save where and strictly to the extent that such sub-processor has been expressly and specifically approved in writing by International IDEA, and then only for such purposes as International IDEA has expressly authorised;
 - 4.3.6 impose upon each sub-processor (and procure each such sub-processor's compliance with) the terms of this paragraph 4 as if the processing being carried out by the sub-processor was being carried out by Provider (and to be liable for the acts and omissions of such sub-processors as if they were acts and omissions of Provider);
 - 4.3.7 provide such assistance as International IDEA may require to enable it to respond to requests made by data subjects pursuant to Data Protection Laws;
 - 4.3.8 from time to time on request provide full details in writing of Provider's data processing activities in respect of the personal data, including the address of all locations where such processing takes place, and allow its data processing facilities, procedures and documentation which relate to the processing of the personal data to be inspected (on reasonable written notice) by International IDEA, a representative of International IDEA or a regulatory body in order to ascertain compliance with Data Protection Laws and the terms of the Contract;

- 4.3.9 on termination of the Contract return (or, at International IDEA's discretion, delete) all personal data processed on behalf of International IDEA pursuant to the Contract (and delete any copies, save to the extent retention is required by law); and
- 4.3.10 indemnify, keep indemnified and hold International IDEA harmless against all claims, demands, penalties, fines, actions, costs, expenses, losses and damages suffered or incurred by or awarded against International IDEA arising from or in connection with any failure of Provider to comply with this paragraph 4.
- 4.3.11 To avoid doubt, nothing in this Appendix 3 to the General Terms or otherwise in the Contract relieves either Party of its own direct responsibilities and liabilities under Data Protection Laws.