

INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

ANNEX A - GENERAL TERMS FOR COOPERATION AGREEMENT

1. Introduction

1.1 These General Terms apply to and form part of the Cooperation Agreement (as defined below) between International IDEA and Operational Partner.

2. Definitions and interpretation

2.1 In addition to the definitions included in the Special 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):

AI	artificial intelligence, including Generative AI.
Budget	included as Annex C to the Cooperation Agreement, the budget for fees and/or expenses permitted to be incurred in implementing the Project.
Confidential Information	all information in any form or medium made available by one Party (" Disclosing Party ") to the other Party (" Recipient ") in relation to this Cooperation Agreement and which at the time of disclosure: <ul style="list-style-type: none"> - is marked or identified as confidential; or - would, by reason of its nature or the circumstances surrounding its disclosure, 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.
Cooperation Agreement	the Cooperation Agreement signed by an Authorised Representative of each Party which is made up of the Special Terms, together with the Annexes referred to in the Special Terms and under which International IDEA provides a grant to Operational Partner to fund the Project, in collaboration with International IDEA.
Currency	the currency identified in the Special Terms in which the Grant will be paid.
Data Protection Laws	the data protection laws and all other legislation and regulatory requirements in connection with the processing of Personal Data, in force from time to time which apply to a Party 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 guidance and codes of practice issued by the relevant data protection or supervisory authority.
Deliverable	all deliverables (including all iterations of the same) which are required to be delivered by Operational Partner, which are set out in the Terms of Reference and if applicable, the Publishing Annex. To avoid doubt, 'Deliverables' do not include Reports.
European Union (EU)	the political and economic union known as the European Union.
Financial Report	a financial report describing progress as against the Budget or detailing costs and/or expenses incurred to date, which is to be supplied by Operational Partner to International IDEA in accordance with the Terms of Reference.

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 Cooperation Agreement impossible or as impracticable as reasonably considered to be impossible under the circumstances.
Generative AI	any machine learning or artificial intelligence system capable of producing text, images, code, or other content in response to user input, including but not limited to large language models (LLMs), generative adversarial networks (GANs), and transformer-based systems.
Good Industry Practice	the exercise of that degree of skill, care, prudence and foresight which would be expected from a skilled and experienced implementer, implementing a project in the relevant industry, similar in size and scope to the Project being implemented under the Cooperation Agreement.
Grant	the amount payable by International IDEA for implementation of the Project, calculated and subject to any limits as described in the Cooperation Agreement.
Intellectual Property Rights	patents, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names, 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 Operational Partner in connection with the Project.
Narrative Report	the report describing progress of implementing the Project, which is to be supplied by Operational Partner to International IDEA in accordance with the Description of Action or Terms of Reference.
Operational Partner	the Party identified as 'Operational Partner' in the Special Terms, that is entering into the Cooperation Agreement with International IDEA (which may be a company, institution, organization or individual expert).
Person in Control	has the meaning given to it in clause 24.1.
Personnel	the individuals assigned by Operational Partner directly or through its Subcontractors to implement any part of the Project.
Policies	International IDEA's business policies and codes, including its Prevention of Fraud and Corruption Policy, Entertainment Policy, Travel Policy, Conflict of Interest Policy, Procurement Policies and such other policies that it notifies to Operational Partner, as each of these may be amended by International IDEA from time to time. Operational Partner may obtain these on request.

Project	the project referenced in the Special Terms and detailed in the Description of Action or Terms of Reference.
Records	has the meaning given to it in clause 18.1.1.
Report	has the meaning given to it in clause 8.1.
SCC Arbitration Institute	Stockholm Chamber of Commerce Arbitration Institute.
Special Terms	the document titled 'Special Terms' which forms part of the Cooperation Agreement.
Subcontractor	an entity, once approved by International IDEA in line with clause 32, to which Operational Partner sub-contracts any part of the performance of the Project.
Team Leader	an individual appointed by Operational Partner, that project manages the Project.
Term	the duration of the Agreement as set out in the Special Terms.

- 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 corporate body, 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 Cooperation Agreement.
- 2.10 References to row numbers are to those row numbers in the Special Terms. References to clauses are to clauses of the General Terms and references to paragraphs are to paragraphs of the relevant Annexes to the Cooperation Agreement.
- 2.11 References to 'Personal Data', 'process', 'Controller', 'Processor' and 'Data Subject' are defined in the Data Protection Laws.

3. Term

- 3.1 The duration of the Cooperation Agreement is set out in the Special Terms.

4. Management of Relationship

- 4.1 Each Party's Authorised Representative will have the authority to act as required or permitted under the Cooperation Agreement.
- 4.2 The Parties agree to collaborate closely, including exchanging information where necessary, to aid successful implementation of the Project.
- 4.3 Operational Partner will provide International IDEA with such information concerning the implementation of the Project as it may from time to time reasonably request, or as otherwise mutually agreed.

5. Implementation of the Project

- 5.1 Operational Partner will:
- 5.1.1 implement the Project including, in line with Annex B to the Cooperation Agreement titled Description of Action or Terms of Reference and all other requirements set out in the Cooperation Agreement, and in any other form agreed in writing with International IDEA;
 - 5.1.2 exercise all reasonable skill, care, and diligence in the implementation of the Project 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.

- 5.2 Subject to clause 5.3, Operational Partner may use AI technologies in connection with implementation of the Project and production of the Deliverables or Reports, provided its use is limited, controlled and compliant with the following requirements:
- 5.2.1 AI tools may be used in a supplemental capacity in connection with the development of Deliverables or Reports, such as for research assistance, to summarise content or translation in connection with the Project more generally, for example, in operational support functions, such as cost monitoring, resource allocation and efficiency tracking;
 - 5.2.2 AI-generated content must not be used to compose, create, draft, or contribute to any substantive component of any of the Deliverables or Reports;
 - 5.2.3 all final Deliverables and Reports must reflect solely Operational Partner's original human authorship, its analysis and judgement. Conclusions, recommendations and creative content must be developed and substantiated by Operational Partner without reliance on unexamined AI output;
 - 5.2.4 Operational Partner must fully disclose in its Narrative Reports its use of AI in writing to International IDEA, specifically, it shall identify the nature and extent of AI contributions to the Project, Deliverables and Reports and ensure they are reviewed and validated by a human; and
 - 5.2.5 Operational Partner remains solely accountable to International IDEA for the accuracy, quality, legality and integrity of the final Deliverables, Reports and its output more generally, irrespective of any use of AI tools in the development or production process.
- 5.3 Operational Partner will ensure that:
- 5.3.1 its permitted AI use under clause 5.2 does not compromise the integrity of the Reports or the integrity and originality of the Deliverables, including where such use may:
 - (a) result in the ownership of Intellectual Property Rights in the Deliverables or Reports being vested in a third party;
 - (b) restrict Operational Partner from transferring Intellectual Property Rights in the Deliverables to International IDEA in accordance with clause 21.3;
 - (c) subject the Deliverables to any open-source, shared use or licensing terms that are inconsistent with clause 21;
 - 5.3.2 its permitted AI use under clause 5.2 does not disclose, transmit or otherwise make available any International IDEA Confidential Information or any Personal Data to any AI technologies used in the course of implementing the Project or the Deliverables; and
 - 5.3.3 any AI technologies it uses as permitted under the Cooperation Agreement have appropriate security certifications and compliance documentation in place.
- 5.4 Operational Partner will ensure that any AI technologies it uses in connection with implementation of the Project and production of the Deliverables and Reports complies with the following principles:
- 5.4.1 the AI technologies must be designed, implemented and maintained in a manner that is technically sound, resilient to misuse or failure, and protected against unauthorised access or data breaches;
 - 5.4.2 the AI technologies used must be developed and used in a manner that is free from bias and does not result in unlawful discrimination on the basis of race, gender, age, disability, religion, or any other protected characteristic under applicable law; and
 - 5.4.3 Operational Partner will maintain complete, accurate and true records reflecting its use of AI.
- 5.5 Operational Partner acknowledges that if it breaches clause 5.2, 5.3 or clause 5.4, International IDEA may withhold payment of the amounts from the Grant or may require reimbursement of payments already made to Operational Partner from the Grant.

6. Personnel

- 6.1 Operational Partner will:
- 6.1.1 subject to clause 6.2, assign such suitably qualified and experienced Personnel as required to implement the Project in compliance with the Cooperation Agreement;
 - 6.1.2 where requested by International IDEA, appoint a Team Leader, whose duties will include coordinating 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 implement the Project. A list of the approved Personnel is set out in the Special Terms by position and name if already selected by Operational Partner and approved by International IDEA prior to signing the Cooperation Agreement.
- 7. Standards of Performance**
- 7.1 Operational Partner will:
- 7.1.1 not engage and will procure that Personnel and permitted Subcontractors will not engage, either directly or indirectly in any professional activities which would conflict with implementation of the Project;
- 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 that fall within the scope of any grounds for exclusion set out in clause 24.
- 8. Submission of Reports**
- 8.1 Operational Partner will provide International IDEA with full information on its implementation of the Project through periodic progress Narrative Reports and Financial Reports by the dates specified in the Special Terms and a final Narrative Report and final Financial Report on completion of implementation of the Project as required under the Cooperation Agreement (together the "Reports").
- 8.2 All Reports must be signed by the Authorised Representative of Operational Partner and all Financial Reports must, in addition, be certified by the head of the financial department of the relevant Party.
- 8.3 The Reports will be submitted as set out in the Special Terms and if no timeline is set out there, then as per the following timeline:
- 8.3.1 a progress report will accompany any intermediate payment request to be submitted as per the schedule of payments provided in the Special Terms; and
- 8.3.2 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.
- 8.4 Any additional reporting requirements will be set out in Description of Action or Terms of Reference and delivered in accordance with the timelines set out in the Description of Action or Terms of Reference.
- 9. Content of the Reports**
- 9.1 Operational Partner will draw up the Reports in English and will provide a complete account of all aspects of implementation of the Project for the covered period.
- 9.2 The Reports will cover the whole of the Project or that part of the Project that the relevant Party is responsible for, regardless of whether the Party's particular responsibilities are financed in whole or in part by International IDEA.
- 9.3 The level of detail in any Narrative Report and/or Financial Report should comply with the requirements set out in the Description of Action or Terms of Reference, clause 10 and the Budget.
- 9.4 The Narrative Report will at a minimum include:
- 9.4.1 activities directly related to the Project carried out during the reporting period;
- 9.4.2 difficulties foreseen/encountered and measures taken to prevent/overcome problems;
- 9.4.3 changes introduced in implementation;
- 9.4.4 detailed information on sub-contracting arrangements;
- 9.4.5 achievements or results obtained against objectives and indicators provided in the Description of Action or Terms of Reference and/or in the work plan included in the previous report (especially submission of any required deliverables);
- 9.4.6 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

- 9.4.7 final assessment of the implementation of the Project and fulfilment of the objectives set out in the Description of Action or Terms of Reference, as well as details on the delivery of the final results if relevant (for final Narrative Report only) and any documentation required to evidence the transfer of copyright as per clause 21.
- 9.5 The Financial Report will comprise a certified statement of expenditure documenting all the income and expenditure incurred by Operational Partner and a detailed transaction listing that reconciles to the certified statement of expenditure in implementing the Project and all the payments received and will be submitted in the form provided.
- 9.6 The Financial Report will be accompanied by supporting documents (receipts, invoices, etc, according to the requirements set out in Annex B1). Supporting documents that are not in English will be accompanied by a brief description/translation in English.
- 9.7 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.
10. **Acceptance of the Reports**
- 10.1 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 Cooperation Agreement, International IDEA will, within 30 days of receiving the Report, give notice and reasons for this opinion. Within 15 days of such notice, Operational Partner will either contest International IDEA's opinion (giving its reasons for doing so) or present a revised report that meets the requirements of the Cooperation Agreement.
- 10.2 The Reports (and their corresponding payment requests where appropriate) will be deemed approved by International IDEA if International IDEA does not issue any communication setting out comments to Operational Partner within 30 days of receipt by International IDEA of the Report.
- 10.3 Approval of a Report does not imply recognition by International IDEA of the regularity, authenticity, completeness and correctness of the information it contains.
11. **Non-fulfilment of Reporting Obligations**
- 11.1 If Operational Partner fails, without an acceptable written justification, to present a Report as per the timeline in clause 8.3, International IDEA may decide to terminate the Cooperation Agreement in accordance with clause 27.1.2 and will be entitled to not pay any further amounts from the Budget and to recover any amounts paid in excess of the amounts legitimately due.
12. **Financing implementation of the Project**
- 12.1 The responsibilities of the Parties in financing the Project are set out in the Special Terms. Where International IDEA finances less than 100% of the Budget, it is understood that the difference represents the co-financing of the Project by Operational Partner from its own resources or from other donors.
- 12.2 The Parties agree that subject to clause 12.1, the funds payable by International IDEA to Operational Partner under the Cooperation Agreement will be strictly limited to the amount required to cover the expenditure for implementation of the Project up to the Budget, and that they may not in any circumstances result in a profit for Operational Partner.
- 12.3 Subject to clause 12.1 and 12.4, the total amount financed by International IDEA will not exceed the Budget, even if, at the completion of the Project, the total actual expenditure exceeds the Budget.
- 12.4 If the Project is suspended, not carried out at all, or is not implemented properly, in full, as per the Budget or on time and without prejudice to its right to terminate the Cooperation Agreement under clause 27.1.2, International IDEA will reduce its final financial contribution pro rata commensurate with the actual amount properly and actually incurred in implementing the Project.
13. **Terms and Schedule of Payments**
- 13.1 Subject to the provisions of clauses 12 and 14, payments under the Cooperation Agreement will be made as per the Budget and the specific provisions set out in the Special Conditions.
14. **Budget for the Project and Eligible Costs**
- 14.1 The Special Terms contain financial provisions, including in connection with amount payable by way of a grant to Operational Partner and payment terms. In addition, the Parties agree to comply with their respective obligations set out in the remainder of this clause 14.
- 14.2 The Project will be implemented in accordance with the Budget and amounts transferred by International IDEA to Operational Partner in the Currency.
- 14.3 The Budget represents the total cost of the Project and includes the eligible costs grouped under the following headings:
- Direct Costs;
 - Indirect Costs; and

- Contingency Fund.

Direct Costs

- 14.4 In order to be considered eligible as Direct Costs, the costs must comply with the following general criteria:
- 14.4.1 costs must be agreed by International IDEA in line with the Policies;
 - 14.4.2 costs must be directly related to and necessary for the undertaking of the Project and be provided for specifically in the Budget;
 - 14.4.3 costs must have actually been incurred during the Implementation Period (as defined in the Special Terms);
 - 14.4.4 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 Cooperation Agreement and the Policies; and
 - 14.4.5 costs must be identifiable, supported by original evidence (invoices, receipts, or other payment documents as set out in Annex B1 to the Special Terms) and be recorded in Operational Partner's accounts.
- 14.5 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:
- 14.5.1 remunerations, such as, cost of staff assigned exclusively to the Project (full-time or part-time) at the rates normally borne by Operational Partner, including any related social security charges in relation to the salaries;
 - 14.5.2 travel expenses and daily subsistence allowance expenses incurred in accordance with the Policies for the staff involved in implementing the Project;
 - 14.5.3 cost of consumables and supplies directly attributable to the Project;
 - 14.5.4 cost of national and/or international communication (telephone, internet) and postage directly attributable to the Project;
 - 14.5.5 cost of local transportation directly attributable to the Project;
 - 14.5.6 costs directly related to events organized as part of the Project, incurred in accordance with the Policies;
 - 14.5.7 costs deriving directly from specific requirements of the Cooperation Agreement (reporting, evaluation, audit, insurance, etc.).
- 14.6 International IDEA reserves the right to attend any activity financed as part of the direct cost of the action.

Indirect Costs

- 14.7 Indirect Costs, not to exceed under any circumstances 7% of the Direct Costs, may be eligible for financing under the Cooperation Agreement and may be therefore included in the Budget.
- 14.8 The Indirect Costs percentage indicated in the Budget Annex is the agreed percentage that can be charged under the Cooperation Agreement.
- 14.9 Indirect Costs are intended to cover Operational Partner's overheads and other unidentifiable costs related to implementation of the Project 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.
- 14.10 Indirect Costs do not have to be justified in the Financial Report.

Contingency Fund

- 14.11 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 implementation of the Project.
- 14.12 The Contingency Fund may only be used with the prior written approval of International IDEA upon a duly justified request from Operational Partner.

Non-eligible Costs

- 14.13 The following costs will not be considered eligible for financing under the Cooperation Agreement:
- 14.13.1 contributions in kind made by Operational Partner, such as use of common office space or utilities;
 - 14.13.2 items already financed from other sources;
 - 14.13.3 miscellaneous travel expenses such as passports, visas, travel permits, vaccinations, medications, travel insurance, etc;

- 14.13.4 currency exchange losses which may arise as a result of the currency of Operational Partner's bank account being different from the Currency; and
- 14.13.5 bank charges on currency exchanges or other charges that otherwise may be due on a transfer or remittance of funds to International IDEA.
- 14.14 Operational Partner acknowledges that the amount payable by International IDEA by way of a grant to Operational Partner to finance the Project (or any part of it) under the Cooperation Agreement includes:
 - 14.14.1 all of Operational Partner's costs (including remuneration for personnel, travel and accommodation costs, general overheads such as printing and communications, insurance premiums, bank charges); and
 - 14.14.2 all taxes that are not otherwise recoverable by Operational Partner (for example from local revenue authorities) including VAT, all Personnel related charges and social contributions.
- 14.15 The basis of calculating the total Budget will be set out in the Cooperation Agreement and may include reference to rates or quantities. Depending on the nature of the Project, the quantity may refer to either the input, i.e. the time actually spent by Operational Partner in implementing the Project (number of hours/days/weeks) or the output (pieces, number of pages, etc.).
- 14.16 The amount paid under the Budget is paid on a "buy-out" basis for the rights (if any) granted under the Cooperation Agreement and Operational Partner is not entitled to any further payments from International IDEA in connection with the exploitation of the Deliverables or the New Works.
- 15. Modification of the Budget**
 - 15.1 Operational Partner will promptly notify International IDEA in writing if it foresees that the Project cannot be implemented 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 Project.
 - 15.2 The Parties will promptly discuss any such situation and associated proposals for modification of the Budget and the Parties' financial responsibilities.
 - 15.3 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 Cooperation Agreement.
 - 15.4 If no such agreement is reached, International IDEA has no obligation to increase its contribution beyond the agreed Budget. In this case, if Operational Partner, chooses to breach the Cooperation Agreement and not complete its obligations, International IDEA retains the right to claim damages for breach of the Cooperation Agreement and to deem as ineligible any expenditures that Operational Partner incurred in breach of the Cooperation Agreement.
- 16. Payment Terms**
 - 16.1 Operational Partner will be entitled to raise payment requests for the amount payable under the Budget in line with the payment terms in the Special Terms.
 - 16.2 In order to be considered a valid payment request, all payment requests must be submitted in the form required by International IDEA (a template of which is provided in the Cooperation Agreement) or in a form that is substantially similar.
 - 16.3 Payments will be made to Operational Partner's bank account set out in the Special Terms, within 30 days from acceptance by International IDEA of the relevant Deliverable or Report and receipt of a valid payment request. Payment requests should be submitted to the International IDEA Authorised Representative for implementing the Project as set out in the Special Terms.
 - 16.4 Payments will be made in the currency specified in the Special Terms.
- 17. Unspent Advances**
 - 17.1 If International IDEA has advanced any part of the Grant to Operational Partner:
 - 17.1.1 these advances will be deducted from the subsequent payments made against payment requests submitted during the course of the Cooperation Agreement; and
 - 17.1.2 and the advance payment remains unspent, Operational Partner will return it to International IDEA within 15 days of the earlier of:
 - (a) termination of the Project; or
 - (b) International IDEA's claim for refund.
 - 17.2 Operational Partner will bear any bank charges incurred by the repayment of the amounts due to International IDEA under clause 17.1.2.

18. Accounts and Audit

18.1 Operational Partner will:

- 18.1.1 keep accurate accounts and records in relation to the implementation of the Project, the spending of the Grant and its use of AI technologies (**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;
- 18.1.2 keep all original Records for at least seven years after the end of the actions implemented by either Party in connection with the Project (unless otherwise required by International IDEA and notified in advance to Operational Partner);
- 18.1.3 make available all Records to International IDEA on request;
- 18.1.4 permit International IDEA or its external auditors to access relevant premises, systems and personnel and inspect Records or any other relevant financial information concerning the Project, for the period specified in 18.1.2 and Provider agrees to cooperate fully and promptly with the audit;
- 18.1.5 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; and
- 18.1.6 ensure that an external audit of its annual financial statements is carried out in respect of each year during the Term including those years where the Project is active for only part of the year.

19. Confidentiality and Announcements

- 19.1 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 Cooperation Agreement.
- 19.2 The foregoing restriction does not apply to information to the extent it:
 - 19.2.1 is in the possession of the Recipient at the time of its disclosure and not otherwise subject to obligations of confidentiality;
 - 19.2.2 is or becomes public, through no wrongful act or omission of the Recipient or breach of the Cooperation Agreement;
 - 19.2.3 is received without restriction from a third party without reference to the Confidential Information or other information of the Disclosing Party; or
 - 19.2.4 is disclosed as required by law.
- 19.3 No Party is entitled to publicise the relationship between the Parties unless otherwise mutually agreed in writing.

20. Warranties

20.1 Operational Partner warrants and undertakes to International IDEA that:

- 20.1.1 it has the right and power to enter the Cooperation Agreement and grant the rights (if any) granted in the Cooperation Agreement;
- 20.1.2 the activities undertaken in connection with the Project are provided in compliance with all applicable laws;
- 20.1.3 where it supplies Deliverables, the Deliverables conform to the agreed specification;
- 20.1.4 the Deliverables that it is responsible for producing are original and have not been previously published; and
- 20.1.5 the Pre-Existing Material and its contribution to the Deliverables and/or the New Work (if any) do not infringe any Intellectual Property Rights or license 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.

- 20.2 Operational Partner hereby indemnifies 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 clause 20.1.

21. **Intellectual Property**

International IDEA Materials

21.1 In relation to the International IDEA Materials:

- 21.1.1 International IDEA and its licensors will retain ownership of all Intellectual Property Rights in the International IDEA Materials; and
- 21.1.2 International IDEA grants to Operational Partner, during the Term, a non-exclusive, royalty-free, non-transferable, non-sublicensable limited license to copy, modify and incorporate the International IDEA Materials in the Deliverables to the extent required for Operational Partner to implement the Project.

Ownership of Deliverables

- 21.2 Clauses 21.3 to 21.16 only apply where the Parties have agreed to produce and publish a New Work (as defined in the Publishing Annex) to this Cooperation Agreement). 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

- 21.3 Unless the Publishing Annex states otherwise, copyright in the Deliverables and the New Work will be held by International IDEA solely. Operational Partner hereby transfers, with full title guarantee, the entire copyright and all other rights of a similar nature in the Deliverables 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.
- 21.4 If the Publishing Annex states that the copyright in the Deliverables 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 Deliverables and the New Work to International IDEA and Operational Partner 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.
- 21.5 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 clauses 21.3 or 21.4 (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 Deliverables 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.
- 21.6 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 clauses 21.3 or 21.4 (whichever is applicable) will consist of or include the grant of the most extensive and long lasting license to exploit the Deliverables 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 license will be an exclusive, irrevocable and perpetual license to exploit the Deliverables and the New Work in any way, including the right to digitise, publish, display, store, reproduce, redistribute (whether by sale, or otherwise (including by making available via a creative commons license)), syndicate, broadcast and make the Deliverables and the New Work available on-line in any form either on its own or in combination with any other work and by any media anywhere in the world and to license third parties to exploit in any such manner all or part of the Deliverables and the New Work. Any such license will include the right to exploit, administer and sub-license all subsidiary rights, including without limit, the right to: (i) adapt, abridge, condense and translate all or part of the Deliverables 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

- 21.7 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 clause 21.5, or if not possible, clause 21.6.
- 21.8 If a Party intends to include in the New Work a Pre-Existing Material owned by it, that Party hereby grants the Party with rights of ownership pursuant to clause 21.3 or 21.4, a license to use the Pre-Existing Material for the purposes and in the manner described in clause 21.6. If clause 21.3 applies, International IDEA will not grant Operational Partner such a license.
- 21.9 Whichever of clause 21.3 or 21.4 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 any contribution 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 Operational Partner (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.

- 21.10 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 clause 21.7, 21.8, or 21.9 (as appropriate), it must notify the other Party 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.
- 21.11 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 Deliverables and the New Work

- 21.12 The Party responsible for producing or commissioning the New Work and/or the Deliverables will ensure that:
- 21.12.1 it acquires rights from the contributors to the New Work and/or the Deliverables to use the New Work and/or the Deliverables for the purpose of and in the manner described in clause 21.5 or 21.6, whichever is applicable;
 - 21.12.2 a waiver of moral rights and the right to otherwise deal with the Deliverables and the New Work is secured from the author and any other persons that render any contribution to the production of the Deliverable and the New Work in the same terms as is specified in clause 21.9, except that reference to 'Pre-Existing Material' will be read as reference to 'Deliverables and the New Work' where the context so requires; and
 - 21.12.3 it acquires warranties from the contributors to the New Work and/or the Deliverables that their work is original, is in no way whatever an infringement of copyright or any other rights of a third party, and that they have the power to transfer the rights as per clause 21.12.1.

Delivery of the Deliverable(s) and the New Work

- 21.13 Each Party will sort and index that part of the Deliverables, 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 Description of Action or Terms of Reference; and (ii) written evidence of the acquisition of the rights acquired under clause 21.12 above.
- 21.14 If International IDEA identifies any gaps in the rights that should have been acquired by Operational Partner in the Deliverables 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

- 21.15 If International IDEA holds copyright in the Deliverable and the New Work:
- 21.15.1 International IDEA will be entitled, in its sole discretion and without informing or consulting with Operational Partner 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 Deliverables;
 - 21.15.2 International IDEA will acknowledge the contribution by Operational Partner in any publication of the New Work and/or the Deliverables 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 Deliverables licensed by International IDEA for publication to third parties. However, no failure by such third parties to acknowledge the other Party's contribution will constitute a breach of this Cooperation Agreement by International IDEA; and
 - 21.15.3 Operational Partner will be entitled to use the New Work and their respective contribution to the Deliverables 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.

- 21.16 If the Parties hold copyright jointly in the Deliverable and the New Work, then subject to clause 21.1.1:
- 21.16.1 each Party is entitled to assign, license, transfer or charge its interest in the Deliverables, the New Work or the Pre-Existing Material to any third party without the prior written consent of the other Party provided such assignment, license, transfer or charge does not affect their use of such works under this Cooperation Agreement. If it does affect their use under this Cooperation Agreement then the Party seeking to make such assignment, license, transfer or charge must first obtain the written consent of the other Party as relevant, which will not be unreasonably withheld;
 - 21.16.2 each Party is entitled to use the Deliverables 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;
 - 21.16.3 each Party is entitled, with prior notification to the other Party as relevant, to change, alter, amend, add to, delete from, adapt and otherwise modify the New Work and/or Deliverables, including but not limited to, making any and all cuts, edits, summaries, rearrangements, translations and new editions to such works;
 - 21.16.4 each Party is entitled to license a third party to use the Deliverables and the New Work in the ways in which that Party is entitled to use the Deliverables and the New Work under this Cooperation Agreement, provided that International IDEA's General Conditions on Copyright, as varied from time to time, are met;
 - 21.16.5 the Parties will ensure that all reproduction of the Deliverables and the New Work will acknowledge the Parties as joint copyright holders and will credit the contributing authors and editors; and
 - 21.16.6 Operational Partner will acknowledge the contribution by International IDEA whenever appropriate.
- 21.17 Operational Partner shall execute, do and deliver all such acts and instruments as International IDEA may at its own expense from time to time reasonably require for the purpose of confirming or further assuring its title to any rights granted to it under the Cooperation Agreement.

22. Announcements

- 22.1 Operational Partner will ensure that any proposed publications, press releases and updates in connection with the Cooperation Agreement or the New Work published under it are submitted to International IDEA for its approval prior to publication.

23. Data Protection

- 23.1 Where a Party processes personnel Personal Data as a Controller, it will process it in accordance with its privacy notice.
- 23.2 Where the activities involved in the Project involve the processing of Personal Data by one Party acting as the Processor and the other as a Controller, or each of the Parties acting as Controller or joint Controller in respect of Personal Data to be shared between the Parties in connection with the Project, the Parties will enter into a separate agreement in respect of the processing of that Personal Data.

24. Grounds for Exclusion

- 24.1 Operational Partner warrants and undertakes that, as at the date of the Cooperation Agreement, neither it, any of its subcontractors, nor where applicable, any of the directors or other persons with powers of representation, decision or control over Operational Partner or a beneficial owner of Operational Partner or a subcontractor (each referred to as a **Person in Control**) are in any of the following situations:
- 24.1.1 is bankrupt, subject to insolvency or winding up procedures, has assets administered by a liquidator or court, is in an arrangement with creditors, has suspended business activities or is in any analogous situation arising from a similar procedure provided for under EU or local laws;
 - 24.1.2 has been found by a final judgment or final administrative decision (under the law of the country in which Operational Partner or its subcontractor is based, those of any country in which International IDEA is located or those of the country of performance of the Cooperation Agreement or the Project) to be:
 - (a) in breach of its obligations relating to the payment of taxes or social security contributions;
 - (b) the subject of grave professional misconduct by having breached applicable laws, regulations or ethical standards of the profession to which it 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, including any of the following;

- (i) fraudulently or negligently misrepresenting information required to be eligible or to be selected for the award of a contract or to perform a contract;
- (ii) entering into agreement with others with the aim of distorting competition;
- (iii) infringing intellectual property rights;
- (iv) unduly influencing or attempting to influence the decision-making process to obtain EU funds by taking advantage, through misrepresentation, of a conflict of interest involving any financial actors or other persons referred to in Article 61(1) of the EU Financial Regulation;
- (v) attempting to obtain confidential information that may confer undue advantage in the award procedure;
- (vi) incitement to discrimination, hatred or violence contrary to the values enshrined in Article 2 of the Treaty on European Union, where such misconduct impacts its integrity which in turn negatively affects or risks performance of contractual commitments;
- (vii) committing an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;
- (viii) creating an entity in a different jurisdiction to circumvent fiscal, social or legal obligations including those related to working rights, employment and labor conditions;
- (ix) intentionally and without justification resisting an investigation, check or audit by an authorizing officer, representative or auditor, the European Anti-Fraud Office (**OLAF**), the European Public Prosecutor's Office (**EPPO**) or the Court of Auditors, including refusing to grant access to premises or any other areas used for business purposes, concealing or refusing to disclose information, or providing false information;

24.1.3 it has been established by a final judgment that it is guilty of any of the following:

- (a) fraud, as defined in Article 3 of the Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests (Council Act of 26 July 1995);
- (b) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States (Council Act of 26 May 1997) or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA or as referred to in other applicable laws;
- (c) conduct related to a criminal organization, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;
- (d) money laundering or terrorist financing, as referred to in Article 1(3), (4) and (5) of Directive 2015/849 of the European Parliament and of the Council;
- (e) terrorist offences or related offences, as defined in Articles 3 to 12 of Directive 2017/541 of the European Parliament and of the Council or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 14 of that Directive;
- (f) child labor or other offences related to trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;

24.1.4 has shown significant deficiencies in complying with the main obligations in performance of a contract, or an agreement financed by the EU's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by a contracting party (including International IDEA), the European Anti-Fraud Office, the Court of Auditors or EPPO;

24.1.5 situations falling under clauses 24.1.2(b), 24.1.3 or 24.1.4 but in absence of a final judgment or an administrative decision, including where it is subject to:

- (a) facts established in the context of audits or investigations carried out by the EPPO, the Courts of Auditors, International IDEA or any other check, audit or control performed under the responsibility of an authorizing officer of an EU institution, of a European Office or an EU agency, body or International IDEA, or that International IDEA becomes aware of irrespective of the source of this information;
- (b) non-final judgments or administrative decisions including disciplinary measures from a competent supervisory body responsible for professional ethics;
- (c) information transmitted by Member States implementing EU funds;
- (d) decisions by the EU Commission or a national competent authority relating to the infringement of EU or local competition law;
- (e) information that it is under investigation by OLAF whether through an opportunity to comment on facts, an on-the-spot check or notification of the opening, closure or any circumstances of such an investigation; or
- (f) facts referred to in decisions of entities or persons being entrusted with budget implementation tasks.

24.2 Operational Partner shall promptly notify International IDEA in writing, if at any time during the Term, it or any relevant person becomes subject to any of the grounds for exclusion described in clause 24.1 above.

24.3 If Operational Partner or any relevant person is or becomes subject to any of the situations listed above in clause 24.1 or is subject to any conflict of interest which may negatively affect performance of the Cooperation Agreement, or Operational Partner fails to comply with the notification obligation in clause 24.2, International IDEA shall be entitled, without prejudice to any other rights and remedies to:

- 24.3.1 terminate the Cooperation Agreement with immediate effect on written notice to Operational Partner;
- 24.3.2 cease to be required to make any further payment to Operational Partner under the Cooperation Agreement;
- 24.3.3 require Operational Partner to repay any amounts already paid under the Cooperation Agreement within 30 days of written demand; and/or
- 24.3.4 recover from Operational Partner any costs, losses or damages incurred as a result of the breach.

25. Suspension of Cooperation Agreement

25.1 If required by circumstances and as agreed in writing by the Parties, the Cooperation Agreement may be suspended in whole or in part for a limited period of time and resumed as soon as practicable.

26. Termination by mutual agreement

26.1 If the Parties consider that, due to circumstances, the achievement of the objectives of the Cooperation Agreement is no longer possible or not to a satisfactory degree, the Parties may decide to terminate the Cooperation Agreement.

26.2 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 Cooperation Agreement.

27. Termination by International IDEA

27.1 In addition to any other rights of express termination under the Cooperation Agreement, International IDEA may terminate the Cooperation Agreement with immediate effect (except for the case listed under clause 27.1.4(e), for which there will be a written notice of no less than 30 days) by giving Operational Partner written notice:

- 27.1.1 in accordance with clause 24.3.1;
- 27.1.2 if an event of Force Majeure continues for a period of 4 weeks or more;
- 27.1.3 if International IDEA, for overriding considerations outside the Cooperation Agreement, finds it necessary to terminate the Cooperation Agreement in whole or in part;
- 27.1.4 if Operational Partner:
 - (a) breaches any of its obligations and fails to remedy the breach within 10 days after being notified in writing by International IDEA;
 - (b) breaches clause 5.2, 5.3 or 5.4;

- (c) 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;
- (d) fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 43; or
- (e) fails to clear Pre-Existing Material (as defined in the Special Terms) in accordance with clause 21.7 to 21.10.

28. Termination by Operational Partner

- 28.1 Subject to the terms of the Cooperation Agreement, Operational Partner may terminate the Cooperation Agreement by providing written notice to International IDEA if payments have not been made by International IDEA within 30 days of the due payment dates, and they remain unpaid within 30 days of a further written reminder to International IDEA to make payment (Payment Reminder).
- 28.2 Termination by Operational Partner under clause 28.1 will enter into effect 15 days after receipt of the Payment Reminder by International IDEA, unless International IDEA settles the outstanding payment before such 15 days expire.

29. Effect of Termination

- 29.1 Before termination comes into effect, Operational Partner will take immediate steps to terminate the implementation of the Project in a prompt and orderly manner, reduce losses, and keep further costs to a minimum.
- 29.2 On expiry or termination of the Cooperation Agreement:
 - 29.2.1 any Intellectual Property Rights transferred or granted to International IDEA will remain in effect;
 - 29.2.2 all obligations of the Parties will cease;
 - 29.2.3 Operational Partner 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;
 - 29.2.4 clauses 2, 5.5, 14.16, 17, 18, 19, 20, 21, this clause 29.2, 30, 31, 34, 35 and clauses 37 to 43 of these General Terms, and any provisions expressly provided to survive termination elsewhere in the Cooperation Agreement, will remain in effect;
 - 29.2.5 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 Cooperation Agreement will remain unaffected;
 - 29.2.6 within 30 days of the Cooperation Agreement terminating, or on completion of the Project, as set out in the Special Terms, Operational Partner will submit a final report to International IDEA providing full information on technical and financial aspects regarding the implementation of the Project up to the date of termination of the Cooperation Agreement;
 - 29.2.7 unless the Cooperation Agreement is terminated for reason of Operational Partners breach and subject to clauses 29.1 and 29.2.6, Operational Partner will be entitled to reimbursement for costs reasonably incurred in the implementation of the Project prior to the date of termination;
 - 29.2.8 failure to submit the final report as required by clause 29.2.6, will result in International IDEA refusing to settle any further payment request and recovering any amounts paid in excess of the amounts legitimately due;
 - 29.2.9 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 Cooperation Agreement, and settlement of financial obligations under clause 17, International IDEA may decide, in its sole discretion, to pay Operational Partner compensation for the draft Deliverables commensurate with the state of the drafts; and
 - 29.2.10 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 29.2.9, subject to settlement of financial obligations under clause 17, the Intellectual Property Rights in the Deliverables granted to International IDEA under the Cooperation Agreement, will, on request by Operational Partner, be transferred back from International IDEA to Operational Partner.

30. Limitations of Liability

- 30.1 Nothing in the Cooperation Agreement will exclude or limit a Party's liability for:
- 30.1.1 death or personal injury caused by its negligence;
 - 30.1.2 fraud or fraudulent representation;
 - 30.1.3 any claim made under an indemnity in the Cooperation Agreement;
 - 30.1.4 breach of clause 31.1;
 - 30.1.5 breach of clause 23 or 24; or
 - 30.1.6 any other liability, the limitation or exclusion of which is not permitted by applicable law.
- 30.2 Operational Partner accepts full liability for any unauthorized disclosures, data breaches, or losses arising from the use of AI systems, including those developed or operated by third-party providers.
- 30.3 Subject to clause 30.1 the total aggregate 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) the total amount of the Grant and expenses (if any) paid and payable under the Cooperation Agreement by International IDEA.

31. Insurance

- 31.1 Subject to clause 31.3, Operational Partner will be responsible for taking out and maintaining appropriate insurance policies covering potential liability towards International IDEA under the Cooperation Agreement. The insurance cover should include the following risks:
- 31.1.1 claims by third parties resulting from acts performed by Operational Partner and Personnel;
 - 31.1.2 life, health, accident, travel, or other insurance which may be necessary or desirable for Personnel and/or employer's liability, appropriate in the country where the Project is being implemented;
 - 31.1.3 risks arising from or connected to Operational Partner's use of AI technologies in connection with the Cooperation Agreement; and
 - 31.1.4 loss of or damage to property.
- 31.2 Subject to clause 31.3, Operational Partner will provide a copy of its insurance to International IDEA on request.
- 31.3 If Operational Partner is required to travel to a location outside of its country of incorporation/residence in order to implement the Project, it may request, and International IDEA may approve, adding Operational Partner to International IDEA's travel insurance policies in connection with that location. If International IDEA does so, it shall be entitled to deduct a sum from the Grant, by way of compensation for the premium payable in respect of adding Operational Partner to its travel insurance policy.
- 31.4 Subject to clause 31.3, International IDEA will not bear any responsibility for the above risks or for any failure of Operational Partner to take out the appropriate insurance. Where a Subcontractor implements any part of the Project, Operational Partner will be responsible for ensuring the Subcontractor takes out the appropriate insurance.

32. Subcontracting

- 32.1 Except with the prior written approval of International IDEA, Operational Partner may not assign, transfer or subcontract any part of the Cooperation Agreement.
- 32.2 Where International IDEA does permit any subcontracting:
- 32.2.1 Operational Partner must follow the Policies and any other requirements set out in the Cooperation Agreement in respect of the procurement of services or goods in connection with implementation of the Project. (Operational Partner acknowledges that failure to comply with the same may result in relevant costs not being considered eligible for funding by International IDEA); and
 - 32.2.2 that permission does not relieve Operational Partner of its obligations under the Cooperation Agreement.

33. Force majeure

If a Party fails or delays in performing any or all of its obligations under the Cooperation Agreement 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 Cooperation Agreement immediately by written notice to the affected Party.

34. Relationship between the Parties

- 34.1 Operational Partner will implement the Project as an independent contractor. Nothing contained in the Cooperation Agreement will be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the Parties.
- 34.2 Operational Partner 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.
- 34.3 International IDEA may in writing, for the purpose of a specific assignment only, designate Operational Partner to represent International IDEA, for example at conferences and seminars. Other than that, Operational Partner must not represent itself and must ensure that its Personnel do not represent themselves as being employees or agents of International IDEA.
- 34.4 Operational Partner is not entitled to use International IDEA's logo and name on business cards or letterheads, and no publication or material produced by Operational Partner may carry the International IDEA logo and/or name without International IDEA's prior written consent.

35. Communications between the Parties

- 35.1 All notices, requests and consents which are required or permitted under the Cooperation Agreement will be in writing, in English and be deemed to have been given:
 - 35.1.1 at the time of delivery, when delivered in person;
 - 35.1.2 seven days after posting, if delivered by registered post;
 - 35.1.3 at the time shown in any delivery receipt received by the sender from its e-mail service provider, if delivered by e-mail.
- 35.2 Any notices informing the other Party of a breach of or termination of the Cooperation Agreement will be delivered by e-mail and confirmed by post and will be deemed delivered in accordance with clause 35.1.

36. Changes

Any changes to the Cooperation Agreement must be in writing and signed by the Parties in order to be effective.

37. Waiver

The fact that a Party may fail to enforce or delay in enforcing any right it has under the Cooperation Agreement arising from a breach of the Cooperation Agreement, will not operate as a release or waiver of that right, unless the parties have so agreed in line with clause 36.

38. Entire Agreement

The Cooperation Agreement comprises the entire agreement between the Parties and replaces and extinguishes all previous agreements and understandings between the Parties relating to its subject matter.

39. Set-off

International IDEA may at any time, without notice to Operational Partner set off any liability of Operational Partner to International IDEA against any liability of International IDEA to Operational Partner, whether either liability is present or future and whether or not that liability arises under the Cooperation Agreement. Any exercise by International IDEA of its rights under this clause, will not limit or affect any other rights of remedies available to it under this Cooperation Agreement or otherwise.

40. Third Party Rights

No term of the Cooperation Agreement will be enforceable (under any applicable law) by any party who is not a Party to the Cooperation Agreement.

41. Severability

- 41.1 If any of the provisions of the Cooperation Agreement is found by a court of competent jurisdiction to be void or unenforceable then that provision will be deemed to be deleted from the Cooperation Agreement and the remaining provisions of the Cooperation Agreement will continue in full force and effect.
- 41.2 Notwithstanding clause 41.1, 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.

42. Governing Law

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

43. Dispute Resolution

- 43.1 The Parties will use their reasonable endeavours to settle amicably all disputes arising out of or in connection with the Cooperation Agreement or its interpretation.
- 43.2 Any dispute or claim which cannot be settled amicably within six weeks of the dispute arising, will be submitted to and finally settled by arbitration in the following manner:
 - 43.2.1 the arbitration will be held in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute, unless the SCC Arbitration Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the SCC Arbitration Institute 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 SCC Arbitration Institute;
 - 43.2.2 the decision of the arbitrator will be final and binding on the Parties;
 - 43.2.3 the place of arbitration will be determined by the SCC Arbitration Institute; and
 - 43.2.4 the English language will be the official language to be used in the arbitral proceedings and for all purposes related to the arbitration.
- 43.3 Each Party hereby warrants that there exists no legal provisions according to which the above arbitration clause would not be binding on that Party.