

INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE
ANNEX A - GENERAL TERMS FOR SUPPLY, FRAMEWORK AND COMMISSIONING AGREEMENTS

1. Introduction

- 1.1 International IDEA has a number of different types of contracts on which it engages with its providers, including Supply Agreements, Commissioning Agreements and Framework Agreements.
- 1.2 These General Terms apply to and form part of the Agreement (as defined below) between International IDEA and Provider. However, as these General Terms are used for all the different types of International IDEA agreements, on occasion, one or more of its defined terms may not be applicable to the Agreement. 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):

Additional Terms	in respect of an Agreement that is a Commissioning Agreement, means the terms titled Additional Terms to the Commissioning Agreement set out in Appendix 1 to these General Terms.
Agreement	the agreement signed by an Authorised Representative of each Party which in the case of an agreement titled a: <ul style="list-style-type: none"> - 'Framework Agreement' 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 Agreement' is made up of the Special Terms, together with the Annexes referred to in the Special Terms; or - 'Commissioning Agreement' is made up of the Special Terms, together with the Annexes referred to in the Special Terms and Appendix 1 to these General Terms.
Agreement Term	the duration of the Agreement as set out in the Special Terms, Purchase Order or Service Order (as applicable).
AI	artificial intelligence, including Generative AI.
Budget	where included as an Annex to the Agreement, 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 (" Recipient ") in relation to the 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.
Ceiling	in respect of a Variable Price, the maximum amount (if any) set out in the Special Terms, Service Order or Purchase Order (as applicable) that is payable for the Services and/or incidental expenses.

Commissioning Agreement	a form of agreement titled 'Commissioning Agreement' issued by International IDEA under which Provider is engaged to produce text intended for publication.
Currency	the currency identified in the Special Terms in which the Price 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 Provider, which in the case of an Agreement that is a: <ul style="list-style-type: none"> - Framework Agreement, are set out in the Special Terms, Service Order or Purchase Order (as applicable); - Supply Agreement, are set out in the Terms of Reference; - Commissioning Agreement are set out in the Terms of Reference; and to avoid doubt, 'Deliverables' do not include Goods.
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) makes that Party's performance of its obligations under the Agreement impossible or as impracticable as reasonably considered to be impossible under the circumstances.
Framework Agreement	a form of agreement titled 'Framework Agreement' issued by International IDEA under which Provider is engaged to provide the 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.
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 supplier providing services in the relevant industry, similar in size and scope to those provided under the Agreement.
Goods	the products supplied under the Agreement (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, 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 Provider in connection with the Services.
Person in Control	has the meaning given to it in clause 18.1.
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 Policy, Travel Policy, Conflict of Interest Policy, 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	the unit price or unit rate set out in the Special Terms, Service Order or Purchase Order (as applicable).
Provider	the Party or Parties identified as such in the Special Terms, that is/are entering into the Agreement 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.
SCC Arbitration Institute	Stockholm Chamber of Commerce Arbitration Institute.
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 under the Agreement, as described in an Annex to the Agreement.
Supply Agreement	a form of agreement titled 'Supply Agreement' issued by International IDEA under which Provider is engaged to provide International IDEA with services, deliverables and/or goods.
Service Order	the document titled 'Service Order' which forms part of an Agreement that is a Framework Agreement.
Special Terms	the document titled 'Special Terms' which forms part of an Agreement that is either a Framework Agreement, Supply Agreement or a Commissioning Agreement.

Subcontractor	an entity, once approved by International IDEA in line with clause 26, to which Provider sub-contracts any part of the performance 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 calculated at the Rate; in either case capped at the Ceiling, if a Ceiling is specified 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 Agreement and a reference to an Appendix, is to an Appendix to these General Terms.
- 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 Agreement.
- 2.11 References to 'Personal Data' 'process', 'Controller', 'Processor' and 'Data Subject' are defined in the Data Protection Laws.

3. Agreement Term

- 3.1 The duration of the Agreement is set out in the Special Terms, Purchase Order 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 Agreement.
- 4.2 The Parties agree to collaborate closely, including exchanging information where necessary, to aid successful completion of the Services.
- 4.3 Provider 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 will:
- 5.1.1 perform the Services including, where applicable, in line with the Annex to the Agreement titled Terms of Reference and all other requirements set out in the Agreement, 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.
- 5.2 Subject to clause 5.3, Provider may use AI technologies in connection with the Services and production of the Deliverables, 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, such as for research assistance, to summarise content or translation in

- connection with the Services 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;
 - 5.2.3 all final Deliverables must reflect solely Provider's original human authorship, its analysis and judgement. Conclusions, recommendations and creative content must be developed and substantiated by Provider without reliance on unexamined AI output;
 - 5.2.4 Provider must fully disclose its use of AI in writing to International IDEA; specifically, it shall identify the nature and extent of AI contributions to the Services and Deliverables and ensure they are reviewed and validated by a human; and
 - 5.2.5 Provider remains solely accountable to International IDEA for the accuracy, quality, legality and integrity of the final Deliverables, its reports and its output more generally, irrespective of any use of AI tools in the development or production process.
- 5.3 Provider will ensure that:
- 5.3.1 its permitted AI use under clause 5.2 does not compromise the integrity or originality of the Deliverables, including where such use may:
 - (a) result in the ownership of Intellectual Property Rights in the Deliverables being vested in a third party; or
 - (b) restrict Provider from transferring Intellectual Property Rights in the Deliverables to International IDEA in accordance with clause 16.3; or
 - (c) subject the Deliverables to any open-source, shared use or licensing terms that are inconsistent with clause 16;
 - 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 providing the Services or the Deliverables; and
 - 5.3.3 any AI technologies it uses as permitted under the Agreement have appropriate security certifications and compliance documentation in place.
- 5.4 Provider will ensure that any AI technologies it uses in connection with the Services and Deliverables 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 Provider will maintain complete, accurate and true records reflecting its use of AI.
- 5.5 Provider acknowledges that if it is in breach of clause 5.2, 5.3, or clause 5.4, International IDEA may withhold payments otherwise due to Provider or may require reimbursement of payments already made to Provider.
- 6. Personnel**
- 6.1 Provider 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 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 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 and approved by International IDEA prior to signing the Agreement.

7. Standards of Performance

7.1 Provider 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 the Services;
- 7.1.2 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 any grounds for exclusion set out in clause 18.

8. Deliverables

- 8.1 Where the Agreement is a Commissioning Agreement, Provider will follow the process for production of Deliverables, as provided for in the Additional Terms.
- 8.2 Where the Agreement is a Supply Agreement or Framework Agreement and Provider is required to produce a Deliverable as part of the Services, it will, unless otherwise set out in the Annex titled 'Terms of Reference' (if any), produce the Deliverable according to the following process:
 - 8.2.1 Provider will produce Deliverables in accordance with the specifications set out in the Agreement, including in the language, form, quantity and within the periods set out in the Agreement;
 - 8.2.2 Provider will sign the Deliverables and submit them to International IDEA's Authorised Representative, who will be responsible for its acceptance;
 - 8.2.3 if no comments from International IDEA are provided to Provider within 30 days of confirmation by International IDEA of receipt of the Deliverables, then the Deliverables will be deemed accepted;
 - 8.2.4 if, in International IDEA's opinion, the quality of Deliverables is not acceptable or does not conform to the terms of the Agreement, International IDEA will, within 30 days of its receipt, notify Provider and specify the reasons for its opinion. If not agreed otherwise, within 15 days of such notice, Provider will either contest International IDEA's opinion in writing or present a revised Deliverable that meets the specifications; and
 - 8.2.5 where Provider contests International IDEA's opinion and where International IDEA considers Provider's opinion justified, the Parties shall use their reasonable endeavours to agree a course of action.
- 8.3 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 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 Agreement, Service Order or Purchase Order in accordance with the terms of the Agreement, including in the form, quantity and within the periods set out in the Agreement; and
- 9.1.2 Provider will obtain and maintain in force, for the Agreement Term, all licenses, permissions, authorisations, consents and permits needed to supply (and, if relevant, manufacture) the Goods in accordance with the terms of the Agreement.
- 9.2 International IDEA will not be deemed to have accepted the Goods until it has had 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 or otherwise do not conform with the terms of the Agreement, 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 Provider's delivery of Goods that do not conform with the terms of the Agreement.
- 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 the Agreement by any applicable laws.

- 9.5 The terms of the Agreement 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 acknowledges that the Price payable under the Agreement includes:
- 10.2.1 all of Provider'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 Variable Price:
- 10.3.1 subject to clause 10.3.2, Provider 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 Agreement, one working day is equivalent to 8 working hours and one working week is equivalent to 5 working days;
- 10.3.2 the fees are capped at no more than the Ceiling (if one is specified in the Special Terms), irrespective of how much time has been taken to provide the Services;
- 10.3.3 no compensation or special allowance will be granted for overtime or work performed outside normal office hours, public holidays or vacation days;
- 10.3.4 when travel is specifically requested by International IDEA for the purpose of the Services, Provider 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 7.5 hours per 24 hours of travel or pro rata;
- 10.3.5 except in respect of a Framework Agreement, the Rates are valid for the Agreement Term and are not subject to any adjustment; and
- 10.3.6 if indicated in the Special Terms, Service Order or Purchase Order (as applicable), Provider is entitled to be reimbursed for reimbursable expenses, up to the Ceiling (if one is specified in the Special Terms) and according to the Budget or other breakdown specified in the Agreement, provided that all expenses are incurred in accordance with the Policies.
- 10.4 The Price is paid on a "buy-out" basis for the rights (if any) granted under the Agreement and Provider is not entitled to any further payments from International IDEA in connection with the exploitation of the Deliverables.
- 11. Payment Terms**
- 11.1 Provider will be entitled to raise invoices for the Price payable under the Agreement 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 Agreement) or in a form that is substantially similar.
- 11.3 Where the Price is a Variable Price, Provider 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 Agreement.
- 11.4 Advance payments are not normally paid. However, if 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 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 Advances

12.1 If International IDEA has advanced any part of the Price to Provider (under clause 11.4):

12.1.1 these advances will be deducted from the subsequent payments made against invoices submitted during the course of the Agreement; and

12.1.2 if any such advances remain unspent, Provider will return them to International IDEA within 15 days of the earlier of:

(a) termination of the Services; or

(b) International IDEA's claim for refund.

12.2 Provider will bear any bank charges incurred by the repayment of the amounts due to International IDEA under clause 12.1.

13. Accounts and Audit

13.1 Provider will:

13.1.1 keep accurate accounts and records in relation to the performance of the Services, including 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;

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;

13.1.3 make available all Records to International IDEA on request;

13.1.4 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 Services, for the period specified in 13.1.2 from completion of the Services and Provider agrees to cooperate fully and promptly with the audit;

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; and

13.1.6 ensure that an external audit of its annual financial statements is carried out for all years during the Agreement Term including those years where the project is active for only part of the year.

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 Agreement 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 Agreement;

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 warrants and undertakes to International IDEA that:

15.1.1 it has the right and power to enter the Agreement and grant the rights (if any) granted in the Agreement;

15.1.2 the Services are provided in compliance with all applicable laws;

15.1.3 where it supplies Deliverables under the Agreement, the Deliverables conform to the agreed specification;

15.1.4 where it supplies Goods under the Agreement, the Goods:

(a) conform to the specification set out in the Agreement 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 Agreement is a Commissioning Agreement, Provider 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, during the Agreement Term, a non-exclusive, royalty-free, non-transferable, non-sublicensable limited license to copy, modify and incorporate the International IDEA Materials into the Deliverables to the extent required for Provider to perform the Services only.

Ownership of Deliverables

- 16.2 Additional Intellectual Property Rights provisions in respect of a Commissioning Agreement are set out in the Additional Terms.

- 16.3 In relation to each Deliverable:

- 16.3.1 Provider 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;
- 16.3.2 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 16.3.1 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;
- 16.3.3 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 16.3.1 consists of or includes the grant of the most extensive and long lasting license to exploit the Deliverable 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 license will be an exclusive, irrevocable and perpetual license to exploit the Deliverable in any way, including, the right to translate, digitise, publish, display, store, reproduce, redistribute (whether by sale, or otherwise, including under a creative commons license), syndicate, broadcast and make each Deliverable available in any form, either on its own or in combination with any other work(s), 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 license includes the right to exploit, administer and sub-license all subsidiary rights, including 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;
- 16.3.4 to the extent that any of the assignments or licenses set out in clauses 16.3.1 to 16.3.3 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;
- 16.3.5 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 Deliverable, including but not limited to, making any changes to the structure and format of the Deliverable and any and all other cuts, edits, summaries, rearrangements, translations and new editions of the Deliverable. 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; and
- 16.3.6 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.
- 16.4 Provider 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 the rights granted under clause 16.3.1.
- 16.5 In respect of an Agreement that is a Supply Agreement or a Framework Agreement only, Provider:
- 16.5.1 warrants and undertakes 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 warrants and undertakes that the Deliverables contain no obscene, improper, defamatory or blasphemous material nor is it 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 a Party processes personnel Personal Data as a Controller, it will process it in accordance with its privacy notice.
- 17.2 Where the Services involve the processing of Personal Data by one Party acting as the Processor and the other as 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 Services, the Parties will enter into a separate agreement in respect of the processing of that Personal Data.
- 18. Grounds for Exclusion**
- 18.1 Provider warrants and undertakes that, as at the date of the 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 the Provider or a beneficial owner of Provider or a subcontractor (each referred to as a **Person in Control**) are in any of the following situations:
- 18.1.1 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;
- 18.1.2 has been found by a final judgment or final administrative decision (under the law of the country in which Provider or its subcontractor is based, those of any country in which International IDEA is located or those of the country of performance of the Agreement) 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;

18.1.3 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 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 referred to 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; or
- (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;

18.1.4 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;

18.1.5 situations falling under clauses 18.1.2(b), 18.1.3 or 18.1.4 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 circumstance of such an investigation; or
 - (f) facts referred to in decisions of entities or persons being entrusted with budget implementation tasks.
- 18.2 Provider shall promptly notify International IDEA in writing, if at any time during the Agreement Term, it or any relevant person becomes subject to any of the grounds for exclusion described in clause 18.1 above.
- 18.3 If Provider or any relevant person is or becomes subject to any of the situations listed in clause 18.1 or is subject to any conflict of interest which may negatively affect performance of the Agreement, or Provider fails to comply with the notification obligation in clause 18.2, International IDEA shall be entitled, without prejudice to any other rights and remedies to:
 - 18.3.1 terminate the Agreement with immediate effect on written notice to Provider;
 - 18.3.2 cease to be required to make any further payment to Provider under the Agreement;
 - 18.3.3 require Provider to repay any amounts already paid under the Agreement within 30 days of written demand; and/or
 - 18.3.4 recover from Provider any costs, losses or damages incurred as a result of the breach.
- 19. Suspension of Agreement**
- 19.1 If required by circumstances and as agreed in writing by the Parties, the Agreement 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 Agreement is no longer possible or not to a satisfactory degree, the Parties may decide to terminate the Agreement.
- 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 Agreement.
- 21. Termination by International IDEA**
- 21.1 In addition to any other express rights of termination under the Agreement, International IDEA may terminate the Agreement with immediate effect (except for the case listed under clause 21.1.4(e) (i), for which there will be a written notice of no less than 30 days) by giving Provider written notice:
 - 21.1.1 in accordance with clause 18.3.1;
 - 21.1.2 if an event of Force Majeure continues for a period of 4 weeks or more;
 - 21.1.3 if International IDEA, for overriding considerations outside the Agreement, finds it necessary to terminate the Agreement in whole or in part;
 - 21.1.4 if Provider (or where there are two or more Providers, any of them):
 - (a) breaches any of its obligations and fails to remedy the breach within 10 days of being notified in writing by International IDEA;
 - (b) breaches any of clause 5.2 to 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 37;
 - (e) in the case of an Agreement which is a Commissioning Agreement:
 - (i) if Provider fails to clear Pre-Existing Material (as defined in the Special Terms) in accordance with the relevant Additional Terms; or
 - (ii) in accordance with the Additional Terms.
- 22. Termination by Provider**
- 22.1 Subject to the terms of the Agreement, Provider may terminate the 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**).

- 22.2 Termination by Provider under clause 22.1 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.

23. Effect of Termination

- 23.1 Before termination comes into effect, Provider 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 Agreement:
- 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, 5.5, 8.3, 9.3, 9.4, 9.5, 10.4, 12, 13.1, 14, 15, 16, this clause 23.2, 24, 25, 28.2, 29 and clauses 31 to 37 of these General Terms and paragraphs 5.2 and 15 of Appendix 1 to these General Terms and any other provisions which, by their nature, are intended to survive termination or expiration shall survive and continue in full force and 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 Agreement will remain unaffected;
 - 23.2.6 within 30 days of the Agreement terminating, Provider 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 Agreement and details on the use of AI, in accordance with clause 5.2.4;
 - 23.2.7 unless the Agreement is terminated for reason of Providers breach and subject to clauses 23.1 and 23.2.6, Provider 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 Agreement, and settlement of financial obligations under clause 12, International IDEA may decide, in its sole discretion, to pay Provider compensation for the draft Deliverables commensurate with the state of the drafts; and
 - 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, the Intellectual Property Rights in the Deliverables granted to International IDEA under the Agreement, will, on request by Provider, be transferred back from International IDEA to Provider.

24. Limitations of Liability

- 24.1 Nothing in the Agreement 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 any claim made under an indemnity in the Agreement;
 - 24.1.4 breach of clause 25.1;
 - 24.1.5 breach of clause 17 or 18; or
 - 24.1.6 any other liability, the limitation or exclusion of which is not permitted by applicable law.
- 24.2 Provider 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.
- 24.3 Subject to clause 24.1 and clause 24.2, the total aggregate liability of each Party to the other 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 Price and expenses (if any) paid and payable under the Agreement by International IDEA.

25. Insurance

25.1 Subject to clause 25.3, Provider will be responsible for taking out and maintaining appropriate insurance policies covering potential liability towards International IDEA under the Agreement. The insurance cover should include the following risks:

25.1.1 claims by third parties resulting from acts performed by Provider and Personnel;

25.1.2 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 Services are being provided or implemented;

25.1.3 risks arising from, or connected to, Provider's use of AI technologies in connection with the Agreement;

25.1.4 loss of or damage to property.

25.2 Subject to clause 25.3, Provider will provide a copy of its insurance to International IDEA on request.

25.3 If Provider 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 Provider 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 Provider 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 to take out the appropriate insurance. Where part of the Services is performed by a Subcontractor, Provider 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 may not assign, transfer or subcontract any part of the Agreement.

26.2 Where International IDEA does permit any subcontracting:

26.2.1 Provider must follow the Policies and any other requirements set out in the Agreement in respect of the procurement of services or goods financed by International IDEA. Provider 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 of its obligations under the Agreement.

27. Force majeure

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

28. Relationship between the Parties

28.1 Provider will perform the Services as an independent contractor. Nothing contained in the Agreement 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 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 to represent International IDEA, for example at conferences and seminars. Other than that, Provider must not represent itself and must ensure that its Personnel do not represent themselves as being employees or agents of International IDEA.

28.4 Provider is not entitled to use International IDEA's logo or name on business cards or letterheads, and no publication or material produced by Provider may carry the International IDEA logo 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 Agreement 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 Agreement 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 Agreement must be in writing and signed by the Authorised Representative of each Party 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 Agreement arising from a breach of the Agreement, 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 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.
- 33. Set-off**
- International IDEA may at any time, without notice to Provider set off any liability of Provider to International IDEA against any liability of International IDEA to Provider, whether either liability is present or future and whether or not that liability arises under the 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 the Agreement or otherwise.
- 34. Third Party Rights**
- No term of the Agreement will be enforceable (under any applicable law) by any party who is not a Party to the Agreement.
- 35. Severability**
- 35.1 If any of the provisions of the 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 Agreement and the remaining provisions of the Agreement will continue in full force and effect.
- 35.2 Notwithstanding clause 35.1, 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.
- 36. Governing Law**
- The Agreement and any dispute or claim arising out of it, will be governed by the laws of Sweden.
- 37. Dispute Resolution**
- 37.1 The Parties will use their reasonable endeavours to settle amicably all disputes arising out of or in connection with the Agreement or its interpretation.
- 37.2 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:
- 37.2.1 the arbitration will be held in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration, 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;
- 37.2.2 the decision of the arbitrator will be final and binding on the Parties;
- 37.2.3 the place of arbitration will be determined by the Arbitration Institute of the Stockholm Chamber of Commerce; and
- 37.2.4 the English language will be the official language to be used in the arbitral proceedings and for all purposes related to the arbitration.
- 37.3 Each Party hereby warrants that there exists no legal provisions according to which the above arbitration clause would not be binding on that Party.
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Appendix 1: Additional Terms for Commissioning Agreement

1. Introduction

- 1.1 These Additional Terms apply to and form part of the Agreement 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 paragraph 9 of this Appendix 1 to the Commissioning Agreement.

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 Agreement.

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 Provider intends to include in the Deliverable a Pre-Existing Material owned by it, Provider hereby grants to International IDEA a license to use the Pre-Existing Material for the purposes and in the manner described in clause 16.3 of the General Terms.
- 5.3 Where International IDEA consents under paragraph 5.1 above and Provider intends to include in the Deliverable a Pre-Existing Material owned by a third party, 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 16.3.
- 5.4 If paragraph 5.2 applies, Provider will itself waive, and where paragraph 5.3 applies, 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 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 Agreement 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 Agreement 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 Agreement. 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 Agreement 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 Agreement 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 Agreement. 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 Agreement the Lead Provider will:

- 9.1.1 provide editorial assistance and services to International IDEA as specified 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 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 Agreement which need to be performed by the Author to ensure that Provider is in compliance with the Agreement. 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 16.3.5 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 Agreement 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 Agreement; and
 - 11.2.2 the Lead Author will procure that the Co-Authors comply with those terms of the Agreement which need to be performed by the Co-Authors to ensure that Provider is in compliance with the Agreement.

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 Agreement. 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 Unless Provider has declined to be credited in writing to International IDEA, International IDEA will include an appropriate credit to Provider 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 International IDEA Or any sub-licensee publisher to give a credit will constitute a breach of the Agreement 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 Agreement 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 license 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 Agreement, 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 Agreement immediately by written notice to Provider if the events in paragraph 6.4 or 6.5 arise;
- 18.1.2 the Agreement in whole or in part at any time by giving Provider fifteen days prior written notice.
-