



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

## CONTRIBUTOR AGREEMENT No.

PROJECT/SUB-PROJECT AND TASK CODE:

PROJECT ARCHIVE REGISTRATION. NO.:

PUBLICATION REF. NO.:

PROJECT MANAGER:

This Contributor Agreement consists of the Special Conditions and the Annexes referred to below. It contains the terms on which International IDEA has requested, and the Contributor has agreed, to create and provide to International IDEA the Contribution (as defined below). The Contribution is intended to be part of a prospective work (**Work**, as described below) devised and developed for publication by International IDEA.

### SPECIAL CONDITIONS (SC)

[Where the table below refers to clauses in brackets (e.g. GC 2.1), these are references to the relevant clauses in the General Conditions (GC).]

1. THE PARTIES:	(1) <b>The International Institute for Democracy and Electoral Assistance (International IDEA)</b> and (2) [ ] [and _____] [together referred to as] ( <b>Contributor</b> ).
2. EFFECTIVE DATE:	[ ]
3. CONTRIBUTOR'S ROLE: (GC 3)	<i>Please select one of the options below by ticking the appropriate check box.</i> <input type="checkbox"/> (1) Author of the Contribution <input type="checkbox"/> (2) Lead Contributor <input type="checkbox"/> (3) Co-Authors of the Contribution <input type="checkbox"/> (4) Lead Author and Co-Author(s) of the Contribution respectively <input type="checkbox"/> (5) Institutional Contributor. The name of the Author(s) of the Contribution is .
4. SPECIFICATIONS FOR CONTRIBUTION: (GC 4.2)	Type (e.g. chapter, article, case study): [ ] Provisional title: [ ] Length (e.g. no of words, pages): [ ] Language: [ ] The Contribution shall be developed as per the specifications in Annex B – Terms of Reference.
5. WORK: (GC 4.1)	The Contribution is intended to be included in the Work entitled: [ ]
6. TIMELINE:	(1) Date of commencement of work on Contribution: [ ] (2) Date of delivery of the Contribution: [ ] (3) Date of delivery of the Additional Material: [ ]
7. GRANT OF RIGHTS BY THE CONTRIBUTOR: (GC 12)	The Contributor transfers to International IDEA the rights set out in clause 12 of the GC to enable International IDEA to publish, distribute and make the Contribution available in any form as part of the Work, by itself or as part of any other work throughout the world in all languages and to sublicense any such rights.
8. ADDITIONAL MATERIAL TO BE PROVIDED BY THE CONTRIBUTOR: (GC 4.2)	(1) A biography of the Contributor of 100 – 150 words to include key information such as present position and employment, education, achievements or publications; (2) A complete list of the material taken by the Contributor from other sources for inclusion in the Contribution (including Third Party Materials); and (3) The original written permission(s) from owner(s) of the Third Party Material to include such material in the Contribution. Additional requirements: [ ]
9. THIRD PARTY MATERIALS: (GC 13)	As at the date of this Agreement, the Contributor envisages the following Third Party Material being included in the Contribution: [ ]

<p>10. FEE AND REIMBURSABLE EXPENSES: (GC 18 and 19)</p>	<p>For producing the Contribution and granting all rights as per clause 12 of the GC, International IDEA will pay the Contributor:</p> <p>(1) a fee of: [ ] [ ], inclusive of any applicable VAT or sales tax</p> <p>(2) reimbursable expenses up to a ceiling of: [ ], as per the Annex C – Budget.</p>								
<p>11. SCHEDULE OF PAYMENTS: (GC 20)</p>	<p>Invoices can be issued as per the following schedule:</p> <p>(1) Fee:</p> <p>(i) on delivery and acceptance by International IDEA of the Contribution: [ ]</p> <p>(ii) on publication: [ ]</p> <p>(2) Reimbursable expenses: [ ]</p>								
<p>12. BANK DETAILS: (GC 20.3)</p>	<p>International IDEA will transfer payments to the Contributor's following bank account or to a replacement bank account that the Contributor notifies to International IDEA in writing:</p> <p><b>Bank Name:</b> <b>Bank Address:</b> <b>Account Holder:</b> <b>Account Holder's Address:</b> <b>IBAN of Account No.:</b> <b>BIC/SWIFT:</b> <b>ABA/Routing number/FedWire/Sortcode:</b> <b>Currency of Account:</b></p>								
<p>13. AUTHORISED REPRESENTATIVES: (GC 2)</p>	<p>(1) The representatives of each Party authorised to sign the Agreement and any future amendments to the Agreement are:</p> <ul style="list-style-type: none"> <li>▪ [ ] in his/her capacity as [ ] for International IDEA.</li> <li>▪ [ ] in his/her capacity as [ ] for the Contributor.</li> </ul> <p>or their designated representatives.</p> <p>(2) For matters regarding the performance of the assignment, the authorised representatives of each of the Parties shall be: [ ] for International IDEA and [ ] for the Contributor, or their designated representatives.</p>								
<p>14. COMMUNICATION BETWEEN THE PARTIES: (GC 29)</p>	<p>Any communication between the Parties shall be made at the following addresses:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b>International IDEA:</b></td> <td style="width: 50%;"><b>The Contributor:</b></td> </tr> <tr> <td>Address: Strömsborg, SE - 103 34 Stockholm, Sweden</td> <td>Name: Address: Telephone:</td> </tr> <tr> <td>Telephone: +46 8 698 37 00</td> <td>E-mail:</td> </tr> <tr> <td>E-mail: info@idea.int</td> <td></td> </tr> </table>	<b>International IDEA:</b>	<b>The Contributor:</b>	Address: Strömsborg, SE - 103 34 Stockholm, Sweden	Name: Address: Telephone:	Telephone: +46 8 698 37 00	E-mail:	E-mail: info@idea.int	
<b>International IDEA:</b>	<b>The Contributor:</b>								
Address: Strömsborg, SE - 103 34 Stockholm, Sweden	Name: Address: Telephone:								
Telephone: +46 8 698 37 00	E-mail:								
E-mail: info@idea.int									
<p>15. ANNEXES:</p>	<p>The following attached documents are deemed to form an integral part of the Agreement:</p> <ol style="list-style-type: none"> <li>1. Annex A: General Conditions for Contributor Agreements – April 2018</li> <li>2. Annex B: Terms of Reference</li> <li>3. Annex C: Budget for the Services</li> <li>4. Annex D: Template Invoice</li> </ol> <p>If there is a conflict between the provisions of the different documents which form part of the Agreement, these Special Conditions will take precedence over the Annexes, and an Annex appearing higher in the above list, will prevail over an Annex appearing lower in the list, to the extent of that conflict.</p>								
<p>16. CHANGES TO GENERAL CONDITIONS:</p>	<p>The Parties agree to amend the following clauses in the GC as set out below:</p> <p>[1. By derogation from clause [ ]:]</p>								

IN WITNESS THEREOF, the undersigned, being duly authorised, have signed this Agreement in duplicate on behalf of each Party on the date indicated below:

For and on behalf of **International IDEA:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of **the Contributor:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

**ANNEX A**

**GENERAL CONDITIONS FOR CONTRIBUTOR AGREEMENTS**

(issued April 2018)

**TABLE OF CONTENTS**

<b>Clause</b>		<b>Page</b>
	Introduction .....	1
1.	Definitions .....	1
2.	Authorised Representatives .....	1
3.	Role of the Contributor .....	1
4.	Commission and delivery of the Contribution .....	1
5.	Acceptance and amendment of the Contribution .....	1
6.	Proof reading .....	2
7.	Editing and editorial control .....	2
8.	Additional responsibilities of the Lead Contributor .....	2
9.	Additional responsibilities of the Institutional Contributor .....	2
10.	Co-authors .....	2
11.	Publication .....	2
12.	Grant of rights by the Contributor .....	2
13.	Third Party Material .....	3
14.	Contributor's re-use rights .....	3
15.	Credit .....	3
16.	Contributor's copies .....	3
17.	New editions .....	3
18.	Fee .....	3
19.	Reimbursable expenses .....	3
20.	Terms and schedule of payments .....	4
21.	Warranties and indemnities .....	4
22.	Confidentiality .....	4
23.	Sub-Contracting and assignment .....	4
24.	Termination .....	4
25.	Effect of termination .....	4
26.	Anti-Bribery .....	5
27.	Sub-Contracting and assignment .....	5
28.	Relationship between the Parties .....	5

<b>Clause</b>		<b>Page</b>
<b>29.</b>	<b>Communications between the Parties</b>	<b>5</b>
<b>30.</b>	<b>Force Majeure</b>	<b>5</b>
<b>31.</b>	<b>Modification</b>	<b>5</b>
<b>32.</b>	<b>Severability</b>	<b>5</b>
<b>33.</b>	<b>Entire Agreement and waiver</b>	<b>5</b>
<b>34.</b>	<b>Applicable law</b>	<b>5</b>
<b>35.</b>	<b>Dispute resolution</b>	<b>5</b>

**Introduction**

These General Conditions for the Contributor Agreement (GC) govern the commission by International IDEA of the Contribution to be supplied by the Contributor under the Agreement.

**1. Definitions**

Unless the context otherwise requires, the following terms whenever used in the Agreement have the following meanings:

**ADDITIONAL MATERIAL:** the material identified as such in the SC, that the Contributor has to provide to International IDEA in addition to the Contribution;

**AGREEMENT:** the agreement (consisting of the SC, together with the annexes referred to in the SC) entered into by the Parties, on signature of the Special Conditions by both Parties and delivery of a fully executed original of the Agreement to International IDEA;

**AUTHOR:** the creator of the Contribution;

**AUTHORISED REPRESENTATIVE:** the person(s) as identified in the SC, authorised to represent a Party in connection with matters specified in the SC;

**CO-AUTHOR:** one of a number of individuals who collectively create the Contribution;

**CONFIDENTIAL INFORMATION:** any and all proprietary information regarding International IDEA's affairs or business plans or methods of carrying out business, and any proposed publications or other materials or information created for or developed by International IDEA, which International IDEA may disclose to the Contributor during the term of the Agreement or to which the Contributor may otherwise gain access;

**CONTRIBUTION:** the content to be produced by the Contributor as specified in the SC;

**CONTRIBUTOR:** the Party entering into the Agreement with International IDEA that is responsible for the production and delivery of the Contribution, as identified in the SC;

**EFFECTIVE DATE:** the date identified as such in the SC;

**FORCE MAJEURE:** any event beyond the reasonable control of a Party, which by the exercise of due diligence that Party is unable to overcome and which makes a Party's performance of its obligations hereunder impossible or as impracticable as reasonably to be considered impossible under the circumstances;

**GC:** these General Conditions for Contributor Agreement;

**INTERNATIONAL IDEA:** the International Institute for Democracy and Electoral Assistance;

**INSTITUTIONAL CONTRIBUTOR:** 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 Contribution;

**LEAD CONTRIBUTOR:** the Contributor that has been allocated additional duties in relation to the Work as specified in clause 8;

**PARTY:** International IDEA or the Contributor, as the case may be, and "PARTIES" means both of them;

**SC:** the Special Conditions signed by the Parties, by which these GC are supplemented and/or amended;

**THIRD PARTY MATERIAL:** any copyright material owned by a third party which the Contributor includes in the Contribution; and

**WORK:** the prospective work as identified in the SC, which has been devised and developed by International IDEA in which the Contribution is intended to be included.

**2. Authorised Representatives**

Each Party's Authorised Representatives shall have the authority to take action as required or permitted under the Agreement.

**3. Role of the Contributor**

The Contributor's role is as indicated in the SC.

**4. Commission and delivery of the Contribution**

4.1 International IDEA's initial intention is for the Contribution to be part or all of the Work.

4.2 The Contributor will produce the Contribution and carry out any additional activities (including providing the Additional Material), all in accordance with:

4.2.1 the terms set out in the SC, the GC and Annex B – Terms of Reference and in any other form agreed in writing with International IDEA;

4.2.2 International IDEA's 'Editorial Standards' (to be provided to the Contributor); and

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

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

**5. Acceptance and Amendment of the Contribution**

5.1 International IDEA will accept the Contribution provided that the Contribution and the Additional Material delivered by the Contributor are technically competent and comply in nature, scope, length and style to the specifications set out in the SC and in Annex B – Terms of Reference or as otherwise agreed in writing by the Parties.

5.2 If the Contribution does not satisfy the requirements of clause 5.1, International IDEA will have the right:

5.2.1 as a condition of acceptance of the Contribution and Additional Material to require the Contributor to make amendments to the Contribution and Additional Material to ensure that they satisfy these requirements; or;

5.2.2 to terminate the Agreement in accordance with clause 24.1.

5.3 If International IDEA requests amendments in accordance with clause 5.2.1, it will indicate what the amendments are and will also specify a reasonable period of time within which they will need to be made so that it can meet its production schedule.

5.4 Following International IDEA's request as per clause 5.3, the Contributor will have the opportunity to make the required amendments and submit the revised Contribution or Additional Material (as relevant) to International IDEA.

5.5 If the Contributor fails to make the requested amendments, fails to make them to International IDEA's requirements or fails to respond to International IDEA's requests, in each case within the timeline specified in the notification, International IDEA, will have the right:

5.5.1 to engage a competent person(s) to make such amendments and consider the Contribution accepted only upon satisfactory finalisation of such revision. International IDEA will have the right to deduct the costs incurred in respect of such engagement from any sum which may be payable to the Contributor 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 Contribution;

<p>5.5.2 to terminate the Agreement in accordance with clause 24.1.</p> <p>5.5.3 Whilst International IDEA does not expect this to arise, if the Contributor fails to deliver the Contribution by the delivery date specified in the SC 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 clause 24.1.</p>	<p>9.1.1 the Author complies with those terms of the Agreement which need to be performed by the Author to ensure that the Contributor is in compliance with the Agreement. This obligation will only continue for so long as the Author continues to be engaged by the Contributor; and</p> <p>9.1.2 an identical waiver of moral rights and the right to otherwise deal with the Contribution as is specified in clause 12.6 is secured for the benefit of International IDEA from the Author and any other persons that render services in respect of the Contribution.</p>
<p><b>6. Proof Reading</b></p>	
<p>6.1 The Contributor will read, check and correct all proofs of the Contribution and any final artwork included by the Contributor in the Contribution and return them to International IDEA within 14 days of their receipt. If the Contributor does not return the proofs in time, International IDEA may consider the proofs and artwork passed for press by the Contributor.</p> <p>6.2 International IDEA will absorb the cost of the Contributor's corrections up to an amount equal to 10 per cent of the cost of origination of the Contribution. Any cost incurred over that amount will be deducted from any payment due to the Contributor under the Agreement. If there is no payment due, the Contributor will pay any costs incurred within 30 days of receipt of an invoice issued by International IDEA.</p>	<p>10. <b>Co-Authors</b></p> <p>10.1 If the Contribution is being written by more than one person, identified as Co-Authors in the SC 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.</p> <p>10.2 If a Lead Author has been appointed:</p> <p>10.2.1 then notwithstanding that the Contribution 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 the Contributor in the Agreement; and</p> <p>10.2.2 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 the Contributor is in compliance with the Agreement.</p>
<p><b>7. Editing and editorial control</b></p>	
<p>7.1 International IDEA reserves the right to make editorial amendments to the Contribution without referring these to the Contributor for the Contributor's review and approval. Such amendments include any statistics or facts which are found to be incorrect in the Contribution and any amendments to conform to International IDEA's house style.</p> <p>7.2 To avoid doubt, International IDEA will have final editorial control in respect of the Contribution. In particular, it reserves the right to amend the Contribution 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 the Contributor's liability under clauses 21.1 and 21.2.</p>	<p>11. <b>Publication</b></p> <p>11.1 Although International IDEA intends to publish the Contribution, such publication is subject to International IDEA's available resources, established practices and policies and the Contributor's compliance with all terms and conditions of the Agreement. To avoid doubt, International IDEA will not be obliged in any way to publish or distribute the Contribution.</p> <p>11.2 Publication of the Contribution will be at International IDEA's own expense and risk.</p> <p>11.3 Where the Contribution is published, International IDEA will produce the Contribution to a good professional standard appropriate to the medium in which it is published or made available. International IDEA will also have entire control over all matters relating to the publication, distribution, sale and promotion of the Contribution.</p>
<p><b>8. Additional Responsibilities of the Lead Contributor</b></p>	
<p>8.1 If the Contributor has been appointed as a Lead Contributor as specified in the SC, then in addition to the other obligations imposed on it under the Agreement the Lead Contributor will:</p> <p>8.1.1 provide editorial assistance and services to International IDEA as are specified in Annex B – Terms of Reference or as International IDEA may reasonably request from time to time in respect of content selection, choice of contributors to the Work, quality control of contributions and liaison with contributors;</p> <p>8.1.2 perform editorial services in a proper, timely and efficient manner with a view to ensuring that the Work and any contributions are produced to a good professional standard which are consistent with the quality and standing of the Work;</p> <p>8.1.3 perform other editorial services in accordance with International IDEA's production schedule as notified in writing to the Lead Contributor from time to time.</p>	<p>12. <b>Grant of Rights by the Contributor</b></p> <p>12.1 The Contributor hereby transfers with full title guarantee the entire copyright and all other rights of a similar nature in the Contribution to International IDEA in each and every legal jurisdiction in the world to the fullest extent permitted by law in each such legal jurisdiction.</p> <p>12.2 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 12.1 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 Contribution 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.</p> <p>12.3 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 12.1 consists of or includes the grant of the most extensive and long lasting licence to exploit the Contribution it is</p>
<p><b>9. Additional Responsibilities of the Institutional Contributor</b></p>	
<p>9.1 In the case of an Institutional Contributor, as indicated in the SC, the Contributor will procure that:</p>	<p>12.3 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 12.1 consists of or includes the grant of the most extensive and long lasting licence to exploit the Contribution it is</p>



	<p>possible to grant under the law of the legal jurisdiction in question. In particular, to the extent that it is possible under the law of the legal jurisdiction in question, this licence will be an exclusive, irrevocable and perpetual licence to exploit the Contribution in any way, including, without limit, the right to translate, digitise, publish, display, store, reproduce, redistribute (whether by sale, or otherwise, including under a creative commons licence), syndicate, broadcast and make the Contribution available on-line in any form either on its own or in combination with any other work(s) in any form or by any media anywhere in the world and to license third parties to exploit in any such manner all or part of the Contribution. Any such licence includes the right to exploit, administer and sub-licence all subsidiary rights, including without limit, the right to: adapt, abridge or condense all or part of the Contribution; 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.</p> <p>12.4 The Contributor will, at International IDEA's request, execute all documentation and undertake all formalities and procedures necessary to give effect to clauses 12.1 to 12.3.</p> <p>12.5 To the extent that any of the assignments or licences set out in clauses 12.1 to 12.3 are ineffective in any legal jurisdiction in the world, the Contributor undertakes to take all such steps as are necessary to effectively transfer the right to exploit the Contribution in that legal jurisdiction to International IDEA to the fullest extent permitted by the law of that legal jurisdiction.</p> <p>12.6 International IDEA shall be entitled, in its sole discretion and without informing or consulting with the Contributor to: (i) change, alter, amend, add to, delete from, adapt and otherwise modify the Contribution, including but not limited to, making any changes to the structure and format of the Contribution and any and all other cuts, edits, summaries, rearrangements, translations and new editions of the Contribution. With reference to such alterations, the Contributor 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 (ii) assign and transfer or license the Contribution.</p> <p>12.7 The Contributor permits International IDEA throughout the world to, and to authorise others to, use the Contributor's name, likeness and biography in connection with the exploitation of the Contribution.</p> <p>13. <b>Third Party Material</b></p> <p>13.1 After having obtained permission from International IDEA for the inclusion of any Third Party Material in the Contribution, the Contributor will clear all the rights in any Third Party Material so that International IDEA can exploit the Contribution in the forms described in clause 12.3. To avoid doubt, Third Party Material includes, without limit, any and all text, photographs, pictures, maps, diagrams and illustrations that are owned by a third party but which the Contributor wishes to include in the Contribution.</p> <p>13.2 International IDEA will, on request, provide the Contributor with a specific form of wording to enable the Contributor to obtain the clearances referred to in clause 12.3.</p> <p>13.3 The Contributor will pay for any costs incurred in clearing the Third Party Material, including copyright fees. However, if International IDEA makes any amendments to the Third Party Material after it has accepted the Contribution, then International IDEA will pay for any additional costs that may be payable.</p> <p>14. <b>Contributor's Re-use Rights</b></p> <p>14.1 The Contributor will have the right to re-use the Contribution for his/her professional purposes only provided that:</p> <p>14.1.1 it is not used for commercial purposes;</p>	<p>14.1.2 any use is made after the Work or Contribution has been published by International IDEA;</p> <p>14.1.3 appropriate acknowledgement is made to the Work and International IDEA; and</p> <p>14.1.4 the Contributor notifies International IDEA in writing prior to each such intended use.</p> <p>15. <b>Credit</b></p> <p>15.1 International IDEA will include an appropriate credit in the Work or the Contribution.</p> <p>15.2 International IDEA will request that any other publication of the Contribution by a sub-licensee publisher will contain a similar credit. However, no failure of any sub-licensee publisher to give this credit will constitute a breach of the Agreement by International IDEA.</p> <p>15.3 If International IDEA translates the Contribution or adapts it in any other way, International IDEA will attribute the Contributor as the original author of the Contribution, but will, in addition, be entitled to credit the person or entity that carried out such translation or adaptation.</p> <p>16. <b>Contributor's Copies</b></p> <p>On publication of the Contribution in print on paper, by International IDEA, the Contributor will be sent six copies of the first edition of the Contribution or Work.</p> <p>17. <b>New Editions</b></p> <p>17.1 The Parties acknowledge that at some point after publication, International IDEA may wish to commission a revision of the Contribution for a new edition of the Contribution or the Work.</p> <p>17.2 If the Parties agree that the Contributor will be engaged to revise the Contribution, any revised Contribution will be provided on the terms and conditions of the Agreement except that any payment for any revised or updated Contribution will be mutually agreed between the Parties.</p> <p>17.3 To avoid doubt, nothing in this clause will prevent International IDEA from being entitled to revise the Contribution to produce a new edition.</p> <p>18. <b>Fee</b></p> <p>18.1 The Contributor undertakes to provide the Contribution to International IDEA and carry out any additional activities as provided for in the Agreement for the fee specified in the SC.</p> <p>18.2 Payments under the Agreement shall be made in the currency specified in the SC. Where the fee is specified in a currency other than Euro, the rate of exchange for that other currency shall be calculated in accordance with the last monthly currency exchange rates published by International IDEA, which is based on the InforEuro exchange rates published by the EU Commission.</p> <p>18.3 To avoid doubt the Contributor agrees that the fee paid under the Agreement is paid on a "buy-out" basis for the rights granted under the Agreement and the Contributor is not entitled to any further payments, residuals, royalties or other sums from International IDEA in connection with the exploitation of the Contribution.</p> <p>18.4 It is understood that the fee payable to the Contributor under the Agreement is inclusive of any applicable VAT or sales tax.</p> <p>19. <b>Reimbursable Expenses</b></p> <p>If indicated in the SC, the Contributor is entitled to reimbursement for incidental expenses, in addition to the fee, up to the ceiling amount specified in the SC, provided the expenses are incurred in accordance with International IDEA's then current travel and expenses policies (a copy of which will be provided to the Contributor on request).</p>
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20.	<b>Terms and Schedule of Payments</b>	22.	<b>Confidentiality</b>
20.1	Subject to the provisions of this clause 20, the Contributor shall be entitled to raise an invoice in respect of the fee and any reimbursable expenses in accordance with the provisions specified in the SC.	The Contributor will not disclose or make public any Confidential Information. The Confidential Information may be used by the Contributor solely for the purpose contemplated by the Agreement and the Contributor will return or delete, at International IDEA's request, all documents, disks or other records containing the Confidential Information in its possession or control. This clause will not extend to any information which is already in the public domain at the time when it is disclosed to the Contributor.	
20.2	The fee shall under no circumstances be paid in advance, before submission of the Contribution by the Contributor and its acceptance by International IDEA. In terms of reimbursable expenses, where the Agreement provides for such permitted expenses and the Contributor does not have the resources to advance the necessary funds, an advance payment may be granted to cover such incidental expenses, not to exceed 30% of the total amount of such expenses.	23.	<b>Duration of Agreement</b>
20.3	Payments will be made to the Contributor's bank account specified in the SC within 30 days of receipt of a valid invoice.	The Agreement is deemed to come into effect on the Effective Date and shall continue in force, unless terminated earlier in accordance with its terms, until the obligations of the Parties have been fulfilled.	
20.4	The invoices issued by the Contributor will be in the format set out in Annex D, Template Invoice and must be accompanied by original proofs of payment (receipts, etc.) in support of any permitted expenses claimed.	24.	<b>Termination</b>
20.5	Where a payment is returned to International IDEA's bank account due to the Contributor not providing the correct bank account details, and the transfer has to be re-executed, all additional bank charges incurred by International IDEA related to the return and repayment shall also be borne by the Contributor.	24.1	International IDEA may terminate the Agreement immediately by serving written notice on the Contributor if the events in clause 5.5.2 or 5.5.3 arise or if the Contributor does not clear Third Party Material in accordance with clause 13 or if the Contributor, in International IDEA's judgement, is in a position or has engaged in activities that have a material negative effect on the rights, obligations, image or interests of International IDEA.
21.	<b>Warranties and Indemnities</b>	24.2	International IDEA may terminate the Agreement in whole or in part at any time by serving fifteen days written notice on the Contributor.
21.1	The Contributor undertakes and warrants to International IDEA that:	24.3	Either Party may terminate the Agreement immediately by giving notice in writing to the other Party, if the other Party commits any breach of any of the terms of the Agreement and fails to remedy that breach (if capable of remedy) within 30 days after notice from the first Party giving full particulars of breach and requiring it to be remedied.
21.1.1	the Contributor has right and power to enter into the Agreement;	24.4	If a Party affected by an event of Force Majeure is unable to perform its obligations for a continuous period of more than four weeks, the other Party may terminate the Agreement immediately by written notice to the first Party.
21.1.2	the Contributor is the sole author of the Work or in the case of an Institutional Contributor, or Lead Author, the Contributor has the right to grant all the rights granted in the Agreement;	25.	<b>Effect of Termination</b>
21.1.3	the Contribution will be original to the Contributor, or in the case of an Institutional Contributor or a Lead Author, the Contribution will be original to the Author or Co-Authors respectively, except for material in the public domain and any Third Party Material included in the Contribution;	25.1	On termination in accordance with clause 24.1:
21.1.4	the Contribution is in no way whatever an infringement of any copyright or licence or duty of confidence or duty to respect privacy or any other right (including any moral right) of any person or a breach of any existing agreement;	25.1.1 subject to International IDEA's approval, the Contributor will be entitled to reimbursement for permitted incidental expenses incurred before termination and will not be entitled to any fees in respect of the Contribution. Within fifteen days of termination, the Contributor will present to International IDEA an account of any advances received and refund any unspent money; and	
21.1.5	all statements contained in the Contribution purporting to be facts are true, accurate and complete; and	25.1.2 subject to settlement of financial obligations as per clause 25.1.1, the rights granted in clause 12.1 will, on request by the Contributor, be transferred back to the Contributor.	
21.1.6	the Contribution contains no obscene, improper, defamatory or blasphemous material nor is in any other way unlawful.	25.2	On termination in accordance with clauses 24.2 or 24.4:
21.2	The Contributor acknowledges that it is responsible for any breach of the warranties set out in clause 21.1. Accordingly, 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 Contribution breaches any of those warranties.	25.2.1 the Contributor will be entitled to reimbursement for permitted incidental expenses incurred before termination. Within fifteen days of termination, the Contributor will present to International IDEA an account of any advances received and refund any unspent money;	
21.3	If either the Contributor 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.	25.2.2 to the extent at the time of termination, the Contribution is sufficiently developed so that a draft can be submitted, on request by the Contributor and subject to the transfer of rights as per clause 12, and settlement of financial obligations as	

	per clause 25.2.1, International IDEA may decide, in its sole discretion, to pay the Contributor compensation for the draft Contribution commensurate with the state of the draft;		is addressed, using the contact details set out in the SC or at otherwise communicated in writing by either Party.
25.2.3	where no draft Contribution is submitted on termination and no compensation is paid according to clause 25.2.2, subject to settlement of financial obligations as per clause 25.2.1, the rights granted in clause 12, will, on request by the Contributor, be transferred back to the Contributor.	29.3	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 29.2.
		30.	<b>Force Majeure</b>
		30.1	Neither Party shall be liable for any failure or delay in performing any or all of its obligations under the Agreement as a result of an event of Force Majeure.
25.3	On termination for any other cause International IDEA will remain entitled to all rights transferred or granted to it under the Agreement.	30.2	A Party affected by an event of Force Majeure shall notify as soon as practicable the other Party of occurrence of such event and afterwards of restoration of normal conditions.
25.4	Irrespective of the cause of termination:	31.	<b>Modification</b>
	25.4.1 clauses 1, 12, 14, 15, 16, 21, 22, 25 and 31 to 35 will remain in effect; and	31.1	Any modification of the terms and conditions of the Agreement, including its annexes, shall only be valid if in writing signed by or on behalf of the appropriate Authorised Representatives.
	25.4.2 each Party will remain entitled to enforce any claim against the other Party arising from any breach of the Agreement that may have occurred before termination.	32.	<b>Severability</b>
26.	<b>Anti-bribery</b>		If any of the provisions of the Agreement is found by a court of competent jurisdiction to be void or unenforceable then that provision shall be deemed to be deleted from the Agreement and the remaining provisions of the Agreement shall continue in full force and effect.
	The Contributor shall comply with International IDEA's anti-bribery policy and any other policy notified to the Contributor, as these may be updated from time to time.	33.	<b>Entire Agreement and waiver</b>
27.	<b>Sub-contracting and assignment</b>	33.1	The Agreement represents the entire terms agreed between the Parties in relation to its subject matter. It overrides all previous contracts or arrangements of any kind between the Parties relating to its subject matter.
27.1	Except with the prior written approval of International IDEA, the Contributor will not be entitled to assign, sub-contract, transfer or otherwise deal in its rights under the Agreement. No such restriction will apply to any assignment, transfer, sub-contracting or dealing by International IDEA.	33.2	If either Party fails or delays to exercise any right or remedy available under the Agreement then that failure or delay will not mean that that Party has waived or been barred from exercising that right or remedy.
27.2	Where International IDEA gives its approval in accordance with clause 27.1, such assignment, sub-contracting or transfer shall not exonerate the Contributor of any of its obligations under the Agreement.	34.	<b>Applicable law</b>
28.	<b>Relationship between the Parties</b>		The Agreement will be governed by and construed in accordance with the laws of Sweden.
28.1	Nothing contained in the Agreement shall be deemed to create any association, joint venture, or relationship of principal and agent or employer and employee between the Parties. The Contributor must not represent itself as an employee or agent of International IDEA.	35.	<b>Dispute resolution</b>
28.2	The Contributor is not entitled to use International IDEA's logo and name on business cards or letterheads, and no publication or material produced by the Contributor may carry the International IDEA logo and/or name without International IDEA's prior written consent.	35.1	If a dispute arises under the Agreement, the Parties agree to first refer it to mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce.
29.	<b>Communications between the Parties</b>	35.2	If the dispute is unresolved by mediation within two months of the dispute being referred to mediation, or if mediation is not appropriate, then the Parties agree to settle the dispute by arbitration, according to the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.
29.1	Any notice, request or consent made, required, permitted or given under this Agreement will be in English and signed by the Authorised Representative of the initiating Party.	35.3	The mediation and/or arbitral tribunal will be composed of a sole mediator or arbitrator respectively.
29.2	The communication will be deemed duly given or made when delivered by hand, mail or email to the Authorised Representative of the Party to whom the communication	35.4	The place of mediation and arbitration will be Stockholm.
		35.5	The mediation and/or arbitration processes will be held in the English language.
		35.6	The decision of an arbitrator will be final and binding upon the Parties.

