



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

CONTRACT FOR PROVISION OF SERVICES No. []

PROJECT/SUB-PROJECT AND TASK CODE: []
 PROJECT ARCHIVE REGISTRATION NO.: [NA]
 PROJECT MANAGER: []

This Contract for Provision of Services consists of the Special Conditions and the Annexes referred to below. It contains the terms and conditions on which International IDEA has requested, and the Provider has agreed to provide, the Services.

SPECIAL CONDITIONS

[Where the table below refers to clauses in brackets (e.g. GC2.1), these are references to the relevant clauses in Annex A - the General Conditions (GC)].

1. THE PARTIES	(1) The International Institute for Democracy and Electoral Assistance (International IDEA) and (2) [](Provider).
2. EFFECTIVE DATE	[]
3. THE SERVICES (GC 3)	The Provider undertakes to perform the services entitled: [] (Services), as specified in Annex B to the Contract - Terms of Reference.
4. DURATION OF CONTRACT	<p>The Contract shall be deemed to start on the Effective Date and:</p> <p>* [shall continue in force (unless terminated early in accordance with its terms) until the date for completion of the Services, [].] OR</p> <p>* [shall continue (unless terminated early in accordance with its terms) for:</p> <ul style="list-style-type: none"> • an initial period of [X] year[s] (Initial Period); and • for further one year periods thereafter (each a Renewal Period) until; • [] (Longstop Date); <p>provided International IDEA notifies the Provider in writing before the expiry of the Initial Period and each Renewal Period that it wishes it to continue for the next Renewal Period.</p>
5. PERSONNEL (GC 4)	<p>The Provider shall assign the following Personnel to perform the Services:</p> <ul style="list-style-type: none"> • [name] [title]
6. CONTRACT PRICE (GC 10)	<p><input type="checkbox"/> (1) Global Price Contracts</p> <p>As full compensation for the Services, International IDEA shall pay the Provider a lump sum not to exceed []</p> <p>or</p> <p><input type="checkbox"/> (2) Fee-based Price Contracts:</p> <p>The Provider shall be entitled to fees not to exceed [] [] and to reimbursement for incidental expenses up to the amount of [] [], as per the breakdown provided in Annex C – Budget for the Services. In total, payments under the Contract shall not exceed:</p>
7. SCHEDULE OF PAYMENTS (GC 12)	<p><u>Global Price Contracts:</u></p> <p>1. Subject to clause 12 of the GC, payments under the Contract will be made as per the following schedule:</p> <p>(i) Intermediate payment(s) to the amount of [currency] [amount in figures and words], on receipt and acceptance by International IDEA of [deliverable] and a valid invoice: [please insert one line for each intermediate payment or delete if not applicable]</p> <p>(ii) final payment to the amount of [currency] [amount in figures and words] on receipt and acceptance by International IDEA of [deliverables and/or final report] and a valid invoice.</p> <p>OR</p>

	<p>Fee-Based Price Contracts:</p> <p>1. Subject to clause 12 of the GC, payments under the Contract will be made as per the following schedule:</p> <p>(i) intermediate payment(s) will be made [insert regularity of payments if applicable] on receipt and acceptance by International IDEA of [progress report and/or deliverable] and corresponding valid invoice [please insert one line for each intermediate payment or delete if not applicable];</p> <p>(ii) final payment on receipt and acceptance by International IDEA of [deliverables and/or final report] and a valid invoice.</p> <p>All invoices must be submitted with the documents as agreed below (tick if required):</p> <ul style="list-style-type: none"> • time sheets <input type="checkbox"/> • reports of progress of Services <input type="checkbox"/> • original receipts <input type="checkbox"/> 								
8. BANK DETAILS (GC 12.5)	<p>International IDEA will transfer payments to the Provider's following bank account:</p> <p>Bank Name: Bank Address: Account Holder: Account Holder's Address: IBAN of Account No.: BIC/SWIFT: ABA/Routing number/FedWire/Sortcode: Currency of Account:</p> <p>Any changes to the bank information during the period of the Contract are subject to an addendum signed by both parties.</p>								
9. AUTHORISED REPRESENTATIVES (GC 2)	<p>(1) The representatives of the Parties duly authorised to sign the Contract and any future amendments to the Contract shall be:</p> <ul style="list-style-type: none"> ▪ for International IDEA: [] in his/her capacity as [] ▪ for the Provider: [] in his/her capacity as [], <p>or their designated representatives.</p> <p>(2) For matters regarding the implementation of the Services, the authorised representatives of the Parties shall be: [] for International IDEA and [] for the Provider, or their designated representatives.</p>								
10. COMMUNICATION BETWEEN THE PARTIES (GC 27)	<p>Any communication between the Parties shall be made at the following addresses:</p> <table border="0"> <tr> <td>International IDEA:</td> <td>Provider:</td> </tr> <tr> <td>Address: Strömsborg, SE - 103 34 Stockholm, Sweden</td> <td>Address: []</td> </tr> <tr> <td>Telephone: +46 8 698 37 00</td> <td>Telephone: []</td> </tr> <tr> <td>E-mail: info@idea.int</td> <td>E-mail: []</td> </tr> </table>	International IDEA:	Provider:	Address: Strömsborg, SE - 103 34 Stockholm, Sweden	Address: []	Telephone: +46 8 698 37 00	Telephone: []	E-mail: info@idea.int	E-mail: []
International IDEA:	Provider:								
Address: Strömsborg, SE - 103 34 Stockholm, Sweden	Address: []								
Telephone: +46 8 698 37 00	Telephone: []								
E-mail: info@idea.int	E-mail: []								
11. ANNEXES	<p>The following attached documents are deemed to form an integral part of the Contract:</p> <ol style="list-style-type: none"> 1. Annex A: General Conditions for Contracts for Provision of Services – issued April 2018 2. Annex B: Terms of Reference 3. Annex C: Budget for the Services 4. Annex D: Provider's Proposal 5. Annex E: Template Invoice <p>If there is a conflict between the provisions of the different documents which form part of the Contract, 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>								
12. GENERAL CONDITIONS	<p>The Parties agree to amend the following clauses in the GC as set out below:</p> <p>By derogation from clause ...</p>								

IN WITNESS WHEREOF, this Contract has been duly executed:

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

Name: _____

Title: _____

Signature: _____

Date: _____

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

Name: _____

Title: _____

Signature: _____

Date: _____



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

ANNEX A
GENERAL CONDITIONS FOR CONTRACTS FOR PROVISION OF SERVICES
(issued April 2018)

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<p>Introduction</p> <p>These General Conditions for Contracts for Provision of Services govern the commissioning of the Services by International IDEA from Provider, under the Contract.</p> <p>1. Definitions</p> <p>Unless the context otherwise requires, the following terms whenever used in the Contract have the following meanings;</p> <p>AUTHORISED REPRESENTATIVE: the person(s) as identified in the SC, authorised to represent a Party in connection with the matters specified in the SC;</p> <p>CONFIDENTIAL INFORMATION: any and all information of a confidential nature regarding each Party's affairs or business, including plans or methods of carrying out business, and any other materials or information created, or developed in connection with the Contract, disclosed before or after the Contract by either Party or to which the other Party may otherwise gain access;</p> <p>CONTRACT: the contract (consisting of the SC, together with the annexes referred to in the SC), entered into between the Parties on signature of the SC by both Parties;</p> <p>CONTRACT PRICE: the amount payable by International IDEA to Provider for the performance of the Services as per the provisions of the Contract;</p> <p>FEE-BASED PRICE CONTRACT: a Contract, under which the fees payable are chargeable on a time and materials basis, up to the ceiling specified in the SC;</p> <p>FORCE MAJEURE: any event beyond the reasonable control of Provider, which by the exercise of due diligence Provider is unable to overcome and which makes Provider's performance of its obligations impossible or as impracticable as reasonably to be considered impossible under the circumstances;</p> <p>GC: these General Conditions for Contracts for Provision of Services;</p> <p>GLOBAL PRICE CONTRACT: a Contract where the fees payable are set at a fixed lump sum, irrespective of the time taken to complete the Services;</p> <p>GOOD INDUSTRY PRACTICE: the exercise of that degree of skill, care, prudence and foresight which would be expected from a skilled and experienced contractor providing services or deliverables similar in size and scope to those provided under the Contract;</p> <p>INTERNATIONAL IDEA: the International Institute for Democracy and Electoral Assistance;</p> <p>MANDATORY POLICIES: International IDEA's business policies and codes, including its anti-bribery, anti-modern slavery, entertainment, travel and procurement policies and such other policies that it notifies to Provider, as each of these may be amended by International IDEA from time to time;</p> <p>PARTY: International IDEA or Provider, as the case may be, and 'PARTIES' means both of them;</p> <p>PERSONNEL: any person assigned by Provider directly or through its Sub-Contractors to perform the Services or any part of them;</p> <p>PROVIDER: the party identified in the SC, entering into the Contract with International IDEA (which may be a company, organisation or individual expert);</p> <p>SERVICES: the activities to be performed by Provider pursuant to the Contract, as described in Annex B – Terms of Reference;</p> <p>SC: the Special Conditions signed by the Parties by which the GC are supplemented and/or amended;</p> <p>SUB-CONTRACTOR: any entity approved by International IDEA, to which Provider entrusts the performance of any</p>	<p>part of the Services in accordance with the provisions of the Contract;</p> <p>TEAM LEADER: an individual that project manages the performance of the Services; and</p> <p>WORK: the reports, deliverables, materials and work, produced as a result of performing the Services, in whatever format.</p> <p>2. Authorised Representatives</p> <p>2.1 Each Party's Authorised Representatives shall have the authority to take action as required or permitted under the Contract.</p> <p>3. Performance of the Services</p> <p>3.1 Provider shall perform the Services:</p> <p>3.1.1 In accordance with Annex B – Terms of Reference, and all other relevant Annexes referred to in the SC, and in any other form agreed in writing with International IDEA;</p> <p>3.1.2 in accordance with Good Industry Practice; and</p> <p>3.1.3 making every effort to mobilise all the financial, human and material resources required for full performance of the Services, as specified in Annex B – Terms of Reference and in accordance with Annex C – Budget for the Services.</p> <p>4. Personnel</p> <p>4.1 Subject to clause 4.3, Provider is responsible for provision of such suitably qualified and experienced Personnel as is required to carry out the Services in compliance with the Contract.</p> <p>4.2 Where required by International IDEA, a Team Leader will be appointed by Provider, whose duties will include coordinating the activity of the Personnel and liaising with International IDEA.</p> <p>4.3 International IDEA has the right to approve all Personnel before they are assigned to perform the Services. A list of the Personnel to perform the Services is provided in the SC by position (and name if already selected by Provider and approved by International IDEA prior to signing the SC).</p> <p>4.4 No changes may be made to the approved Personnel without International IDEA's prior approval. Any request for change has to be justified in advance in writing to International IDEA. Individuals proposed as replacement personnel must have the experience and skills originally agreed for the post.</p> <p>4.5 All the costs arising out of any removal and/or replacement of Personnel shall be borne by Provider, except when International IDEA requests the withdrawal of Personnel due to external considerations.</p> <p>5. Relationship management</p> <p>5.1 The Parties agree to collaborate closely, including exchanging information where necessary, to aid successful completion of the Services.</p> <p>5.2 Provider shall furnish International IDEA with such information concerning the performance of the Services as International IDEA may from time to time reasonably request, or as otherwise agreed.</p> <p>5.3 In any event, Provider shall immediately advise International IDEA of any difficulties or circumstances likely to affect or delay the successful performance of the Services.</p> <p>6. Standards</p> <p>6.1 During the term of the Contract, Provider shall, and shall ensure that its Personnel and Sub-Contractors shall, in respect of any matter relating to the Contract:</p>
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6.1.1	act in the best interests of International IDEA;		change, alter, amend, add to, delete from, adapt and otherwise modify the Work, including but not limited to, making any and all cuts, edits, summaries, rearrangements, changes to formats and translations; and (ii) assign and transfer or license the Work.
6.1.2	comply with International IDEA's Mandatory Policies;		
6.1.3	not engage and cause the Personnel and Sub-Contractors not to engage, either directly or indirectly, in fraudulent behaviour, corrupt practices, illegal actions or any other activity that is incompatible with the proper discharge of the Services or the association with International IDEA, or in any work, business or professional activities which would conflict with the activities assigned to it under the Contract.	9.4	Provider shall:
		9.4.1	ensure that all Personnel shall assign any rights they have acquired during their performance of the Services to Provider; and
		9.4.2	procure that all Personnel consent to the assignment, transfer or licence of the Work and consent to waive their moral rights in respect of the Work. Such waiver shall 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, such waiver shall explicitly entitle International IDEA to alter the Work in the manner and for the purposes as described in clause 9.3.
6.2	Provider shall seek to avoid any activities and in particular any kind of public pronouncement that may adversely reflect on its integrity, independence, and impartiality required by the status of an International IDEA contractor.		
6.3	Where appropriate, Provider shall terminate contracts with partners or Sub-Contractors involved in activities that are incompatible with their association with International IDEA as per clause 6.1.3 and 6.2.	9.5	Provider shall sort the Work and index it prior to its delivery and according to the instructions of International IDEA.
7.	Deliverables and Reporting		
7.1	Provider shall submit to International IDEA the reports and deliverables specified in Annex B – Terms of Reference in the form, in the numbers and within the periods set out in that Annex.	9.6	Provider undertakes and warrants to International IDEA that:
		9.6.1	Provider has the right and power to enter the Contract;
		9.6.2	Provider is the legal and beneficial owner of the entire copyright and all other rights in and to the Work;
		9.6.3	the Work, except to the extent that it incorporates material made available to Provider by or at the instance of International IDEA, will not infringe the copyright or any other rights of any third party, nor will it breach any contract or duty of confidence. If Provider wishes to include copyright material in the Work that has been produced other than by Provider or Personnel, it must obtain International IDEA's and the copyright owner's prior written permission. Permission of the copyright owner must not limit International IDEA's ability to exploit the Work in any way or require the payment of any additional fees in connection with the use or exploitation of the Work; and
		9.6.4	the Work will contain nothing defamatory, obscene, improper, or blasphemous.
7.2	All the deliverables specified in Annex B – Terms of Reference shall be prepared in English, signed by Provider's Authorised Representative and submitted to the Authorised Representative of International IDEA, who shall be responsible for their acceptance.		
7.3	If in International IDEA's opinion, the quality of reporting or deliverables is not acceptable or their content does not correspond to the terms of the Contract, International IDEA shall, within 30 days of receiving the report or deliverable, give notice and reasons for this opinion. If not agreed otherwise, within 15 days of such notice, Provider shall either contest International IDEA's opinion or present a revised report or deliverable that meets its specifications.	9.7	Provider shall be entitled to refer to International IDEA as its client in its promotional literature, provided Provider has first submitted its proposed text for such a reference and the context of its use to International IDEA and International IDEA has approved the same, on a case by case basis.
7.4	The reports and/or deliverables shall be deemed accepted by International IDEA if no communication setting out comments is sent to Provider within 30 days of confirmation by International IDEA of receipt of the reports or deliverables.	9.8	Where the Work, includes a deliverables that is published by International IDEA as part of its publishing programme:
7.5	Approval of a report or deliverable does not imply recognition by International IDEA of their authenticity, completeness or correctness, nor absolve Provider of any liability in respect of them.	9.8.1	it shall acknowledge Provider's contribution to that deliverable; and
8.	Changes to the Contract	9.8.2	shall endeavour to require that a similar undertaking is given in respect of any publication of that deliverable licensed by International IDEA to a third party. However, no failure by such third parties to acknowledge Provider's contribution will constitute a breach of the Contract by International IDEA.
8.1	Where the Parties agree to make any changes to the Contract, they must be reflected in either an addendum signed by an Authorised Representative of each Party or where the Contract provides for a change control process, in accordance with that change control process.		
9.	Ownership of Copyright		
9.1	The Work is deemed to belong to International IDEA. Accordingly, Provider hereby assigns to International IDEA by way of assignment of present and future copyright the entire copyright in and to the Work and all other intellectual property rights in the products of the Services throughout the world in all media whether now known or in the future developed, for the full term of copyright and all renewals and extensions of that term.	10.	Contract Price
9.2	Provider will, both during the term of the Contract and after, at its own expense, execute all documentation and undertake all formalities and procedures necessary to give effect to clause 9.1.	10.1	The Contract is either a Global Price Contract or a Fee-based Price Contract, whichever is specified in the SC.
9.3	International IDEA shall be entitled, in its sole discretion and without informing or consulting with Provider to: (i)		

- 10.2 Irrespective of whether a Global Price Contract or a Fee-based Price Contract applies, Provider acknowledges that the fees payable under the Contract include all of Provider's costs and profits as well as any tax obligation that may be imposed on Provider in relation to the amounts due or received under the Contract. Costs include, without being limited to: remuneration for personnel, travel and accommodation costs, general overheads such as printing and communications, insurance premiums, bank charges for receipt of payments under the Contract, while the tax obligations refer to VAT, income/corporate taxes, all the personnel related charges and social contributions and any other applicable taxes and duties.
- 10.3 If the Contract is a Global Price Contract, the following provisions apply:
- 10.3.1 Provider undertakes to provide the Services for the Contract Price specified in the SC, as full compensation for the Services.
- 10.3.2 the Contract Price shall not be subject to any price adjustment. Except as may be otherwise agreed by the Parties in accordance with clause 8, payments under the Contract shall not exceed the Contract Price.
- 10.4 If the Contract is a Fee-based Price Contract, the following provisions apply:
- 10.4.1 as full compensation for the Services, the Parties agree that Provider is entitled to fees for actual time (No. of hours/days/weeks) spent in performing the Services, based on the appropriate unit fee rates and for the periods specified in Annex C – Budget for the Services, with total payment not to exceed the ceiling for the fee specified in the SC. For the purposes of the Contract, one working day is equivalent to 8 working hours and one working week is equivalent to 5 working days. No compensation or special allowance will be granted for overtime or work performed outside normal office hours, during weekends, public holidays or vacation days. 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 8 hours per 24 hours of travel in each direction.
- 10.4.2 agreed unit fee rates are valid for the entire duration of the Contract and shall not be subject to any adjustment.
- 10.4.3 except as may be otherwise agreed by the Parties in accordance with clause 8, the payments under the Contract shall not exceed the ceilings set out for fees and reimbursable expenses in the SC.
11. **Reimbursable Expenses In Fee-based Price Contracts**
- Where the Contract is a Fee-based Price Contract, if indicated in the SC, Provider is entitled to reimbursement for incidental expenses, up to the ceiling amount specified in the SC and according to the breakdown specified in Annex C-Budget, provided that all expenses are incurred in accordance with the Mandatory Policies (a copy of which will be provided to Provider on request).
12. **Terms and Schedule of Payments**
- 12.1 Provider may issue invoices in accordance with the schedule of payments specified in Annex B – Terms of Reference.
- 12.2 In the case of a Fee-based Price Contract, invoices issued by Provider shall distinguish between fees and reimbursable expenses and shall be accompanied by original supporting documents and any other deliverables required by the Terms of Reference and the SC.
- 12.3 In order to be considered a valid invoice, all invoices must be submitted in the form set out in Annex E – Template Invoice.
- 12.4 Advance payments shall normally not be granted. However, where Provider does not have the necessary internal cash flow to cover the expenses incurred in the inception phase of the Services or before the submission of any deliverables, an advance payment may be granted by International IDEA. Where an advance payment is granted, it shall normally be not higher than 10 - 15% of the price charged under the Contract, and it shall not exceed in any case 30% of the same.
- 12.5 Payments shall be made to Provider's bank account specified in the SC within 30 days from acceptance by International IDEA of the report/deliverable and receipt of the corresponding valid invoice.
- 12.6 Payments under the Contract 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.
- 12.7 International IDEA shall not be responsible for withholding taxes with respect to the amounts payable to Provider under the Contract.
13. **Return of Unspent Funds**
- 13.1 In the event that any of the funds advanced to Provider for the performance of the Services remain unspent, Provider undertakes to return such funds to International IDEA within 30 days of the termination of the Services or of receipt of International IDEA's claim for refund.
- 13.2 Bank charges incurred by the repayment of the amounts due to International IDEA shall be borne entirely by Provider.
14. **Records and Accounts**
- 14.1 Provider shall keep accurate accounts and records in respect of the performance of the Services, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all income and expenditure and relevant time spent.
- 14.2 Unless otherwise required by International IDEA's external auditors and notified in advance to Provider, all records noted in clause 14.1 shall be kept for at least seven years after the end of the Services and shall be made available to International IDEA on request.
- 14.3 Provider agrees to permit International IDEA, its external auditors or its designated representatives to inspect its accounts, records or any other relevant financial information concerning the Services, for a period of up to seven years from completion of the Services.
15. **Confidentiality**
- The Parties acknowledge the likely disclosure to each other of Confidential Information. Each Party agrees not to use such Confidential Information other than in performance of its obligations under this Agreement, nor to disclose such information to any person or entity without the prior written consent of the disclosing Party. All Confidential Information shall remain the exclusive property of the disclosing Party.
16. **Suspension of the Contract**
- 16.1 If required by circumstances and agreed in writing by the Parties, the Contract may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and as decided by the Parties.

16.2	If an event of Force Majeure occurs, subject to clause 19.1.5, the performance of the Services will be suspended and afterwards resumed in accordance with the provisions of clause 16.3.		21.2.3	any rights and obligations of either Party which have arisen on or before expiration or termination, including the right to claim damages for a breach of the Contract shall remain unaffected.
16.3	If the Contract is suspended, the performance period shall be extended for a period equal to the time during which the performance of the Services has been suspended.	21.3		Within 30 days of termination of the Contract, Provider shall submit a final report providing full information on technical and financial aspects regarding the performance of the Services up to the date of termination of the Contract.
17.	Duration of Contract			
	The duration of the Contract shall be as set out in the SC.			
18.	Termination by mutual agreement	21.4		On termination of the Contract under clauses 18, 19 or 20, and subject to clauses 21.1 and 21.3, Provider shall be entitled to reimbursement for costs reasonably incurred in the satisfactory performance of the Services prior to the date of termination.
18.1	If the Parties consider that, due to existing circumstances, the achievement of the objectives of the Contract is no longer possible at all or not to a satisfactory degree, the Parties may decide to terminate the Contract.	21.5		Failure to submit the final report as required by clause 21.3, will result in International IDEA refusing to settle any further payment request and recovering any amounts paid in excess of the amounts legitimately due.
18.2	The decision to terminate shall be recorded in writing and signed by the Parties' Authorised Representatives and shall be without prejudice to any other rights of the Parties under the Contract.	22.		Indemnity and liability
19.	Termination by International IDEA	22.1		Provider shall indemnify and hold International IDEA free from any and all losses, damages, costs and expenses of whatever kind that International IDEA may incur as a result of any breach of the warranties set out in clause 9.6 or any claim alleging that the Work breaches any of those warranties.
19.1	International IDEA may terminate the Contract by written notice with immediate effect to Provider (except for the case listed under clause 19.1.4, for which there shall be a written notice of not less than thirty days):	22.2		The extent of Provider's liability under the Contract will be limited to the total amounts paid and payable under the Contract, except:
19.1.1	if Provider breaches any of its obligations and fails to remedy the breach within 10 days after being notified in writing by International IDEA;	22.2.1		for any liability which cannot be excluded or limited under applicable law;
19.1.2	if Provider, 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;	22.2.2		where Provider is guilty of having caused damage wilfully or through gross negligence;
19.1.3	if Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 33;	22.2.3		for any liability incurred under clause 22.1; and
19.1.4	if International IDEA, for overriding considerations outside the Contract, finds it necessary to terminate the Contract in whole or in part; or	22.2.4		where any third party liability arises due to Provider's activities, acts, or omissions under the Contract, including in connection with its Personnel and property during the performance of the Services.
19.1.5	if an event of Force Majeure continues for a period of 4 weeks or more.	22.3		Except for any liability which cannot be excluded or limited under applicable law and for payment of the fees properly due under the Contract, International IDEA shall have no responsibility with regard to any liability which may arise in relation to the Contract.
20.	Termination by Provider	23.		Insurance
20.1	Provider may terminate the Contract by providing written notice to International IDEA when payments have not been made by International IDEA within 30 days of the due payment dates, and still not been made within 30 days of a written reminder to International IDEA to make payment.	23.1		Provider shall be responsible for taking out and maintaining appropriate insurance policies covering its potential liability towards International IDEA during the contractual liability period. The insurance policies should in particular cover the following risks:
20.2	Termination by Provider under clause 20.1 shall enter into effect in no less than 15 days after receipt of the written notice of termination by International IDEA, unless International IDEA settles the outstanding payment before such 15 days expire.	23.1.1		claims by third parties resulting from acts performed by Provider and the Personnel performing the Services;
21.	Effect of Termination	23.1.2		employer's liability, in accordance with the relevant provisions of the law of the country where the Services are carried out; and
21.1	On agreeing to terminate under clause 18, receipt of notice of termination under clause 19, or submission of the notice of termination under clause 20, Provider shall 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.	23.1.3		insurance against loss of or damage to Provider's property or rented equipment/ facilities used in the performance of the Services or to any documents prepared or otherwise dealt with by Provider in the performance of the Services.
21.2	On actual expiration or termination of the Contract for whatever cause:	23.2		International IDEA shall retain no responsibility for the above risks or for Provider's not taking out the appropriate insurances and shall be under no liability in respect of any premiums incurred by Provider.
	21.2.1 the rights granted under clause 9 shall remain unaffected;			
	21.2.2 clauses 1, 13, 14, 15, 21, 22, 23, 26 to 33 shall remain in effect.			

24. Sub-contracting and assignment	28. Modification
24.1 Except with the prior written approval of International IDEA, Provider may not assign, sub-contract, transfer or otherwise deal in its rights under the Contract. No such restriction will apply to any assignment, sub-contracting, transfer or dealing by International IDEA.	Any modification of the terms and conditions of the Contract, including its annexes, shall only be valid if in writing signed by or on behalf of the appropriate Authorised Representatives.
24.2 Where International IDEA gives its approval in accordance with clause 24.1, such assignment, sub-contracting or transfer shall not exonerate Provider of any of its obligations under the Contract.	29. Severability
24.3 The sub-contracting and any procurement of services or goods financed by International IDEA under the Contract shall follow the procurement rules of International IDEA and the contracting arrangements shall be those specified in Annex B – Terms of Reference. Failure to comply with the procurement rules or arrangements for contracting set out in the Contract may result in relevant costs not being considered eligible for funding by International IDEA.	If any of the provisions of the Contract is found by a court of competent jurisdiction to be void or unenforceable then that provision shall be deemed to be deleted from the Contract and the remaining provisions of the Contract shall continue in full force and effect.
25. Force Majeure	30. Entire agreement
25.1 Provider shall not be liable for any failure or delay in performing any or all of its obligations under the Contract as a result of an event of Force Majeure.	The Contract 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.
25.2 In the event of Force Majeure, Provider shall notify International IDEA as soon as practicable of the occurrence of such event and afterwards of restoration of normal conditions.	31. Waiver
26. Relationship between the Parties	If either Party fails or delays to exercise any right or remedy available under the Contract then that failure or delay will not mean that that Party has waived or been barred from exercising that right or remedy.
26.1 Provider shall perform the Services as an independent contractor. Nothing contained in the Contract shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the Parties. Subject to clause 26.2, Provider must not represent itself and must ensure that it's Personnel and Sub-Providers do not represent themselves as being employees or agents of International IDEA.	32. Applicable law
26.2 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.	The Contract will be governed by and construed in accordance with laws of Sweden.
26.3 Provider shall 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.) in relation to the Personnel.	33. Dispute resolution
26.4 Provider is not entitled to use International IDEA's logo and name on business cards or letterheads, and no publication or material produced by Provider may carry the International IDEA logo and/or name without International IDEA's prior written consent.	33.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or its interpretation.
27. Communication between Parties	33.2 Any dispute, controversy, or claim which cannot be settled amicably within six weeks of the dispute arising, or the breach, termination or its purported validity, shall be submitted to and finally settled by arbitration in the following manner:
27.1 Subject to clause 27.2, all notices, requests and consents which are required or permitted under the Contract will be in writing, in English and be deemed to have been given:	33.2.1 the arbitration shall be held in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce, unless the Arbitration Institute of the Stockholm Chamber of Commerce, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the arbitration shall be conducted by an arbitral tribunal composed of one arbitrator who, falling agreement between the Parties on the nomination of the arbitrator, shall be appointed by the Arbitration Institute of the Stockholm Chamber of Commerce.
27.1.1 at the time of delivery, when delivered in person;	33.2.2 the decision of the arbitrator shall be final and binding on the Parties.
27.1.2 seven days after posting, if delivered by post;	33.2.3 the place of arbitration shall be determined by the Arbitration Institute of the Stockholm Chamber of Commerce.
27.1.3 at the time shown in any delivery receipt received by the sender from its e-mail service provider, if delivered by e-mail.	33.2.4 the English language shall be the official language to be used in the arbitral proceedings and for all purposes related to arbitration.
27.2 Any notices informing the other Party of a breach or termination of the Contract will be delivered by e-mail and confirmed by post and will be deemed delivered in accordance with clause 27.1.	33.3 Each Party hereby warrants that there exist no legal provisions according to which the above arbitration clause would not be binding on the Party.

