



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

COOPERATION AGREEMENT No.

PROJECT/SUB-PROJECT AND TASK CODE:

PROJECT ARCHIVE REGISTRATION NO.:

PROJECT MANAGER:

This Agreement consists of the **Special Conditions** and the **Annexes** referred to below. It contains the terms on which the Parties have agreed to cooperate to implement the Action.

SPECIAL CONDITIONS (SC)

[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) [] (Organisation) [and (3) [] (Additional Organisation)]
2. THE ACTION (GC 3)	The Parties agree to cooperate to implement the action entitled:[] (as detailed in Annex B – Description of the Action (Action)).
3. EFFECTIVE DATE	[]
4. TERM OF AGREEMENT	This Agreement will be deemed to come into effect from the Effective Date and subject to its terms, will end on the date that the Action has been completed and all obligations of each Party under this Agreement have been performed.
5. IMPLEMENTATION PERIOD	(1) Date of commencement of the Action: [] (2) Date of completion of the Action: []
6. SUBMISSION OF THE FINAL REPORT (GC 15)	The Final Report will be submitted within [] of the end of the Implementation Period.
7. RESPONSIBILITIES IN THE IMPLEMENTATION OF THE ACTION (GC3)	<i>[Please select one of the options below by ticking the appropriate check box.]</i> <input type="checkbox"/> The Action will be implemented by the Organisation [and the Additional Organisation] in accordance with the detailed provisions in Annex B – Description of the Action. <i>or</i> <input type="checkbox"/> The Action will be implemented by the Parties. The responsibilities of each Party in the implementation of the Action are set out in Annex B – Description of the Action.
8. PUBLICATION	<i>[Please select one of the options below by ticking the appropriate check box.]</i> <input type="checkbox"/> The Action will involve some publishing activity, involving production of [] (Work). The responsibilities of each Party in respect of such activity are set out in Annex F. <i>or</i> <input type="checkbox"/> The Action will involve no publishing activity.
9. BUDGET (GC 9)	The Budget, representing the total cost of implementing the Action is: [], as further described in detail in Annex C – Budget.

<p>10. RESPONSIBILITIES IN FINANCING THE ACTION (GC 10)</p>	<p>International IDEA will finance the implementation of the Action, in the way described in the Budget, up to a maximum amount of [] (Ceiling Amount).</p> <p>The total amount to be transferred by International IDEA to the [Organisation] [and Additional Organisation] under this Agreement will be established in accordance with clause 10 in the GC.</p>
<p>11. SCHEDULE OF PAYMENTS (GC 11)</p>	<p>Without prejudice to clause 9 in the GC, payments under this Agreement will be made to the Organisation [and the Additional Organisation] as per the following schedule:</p> <p>To the Organisation:</p> <p><input type="checkbox"/> intermediate payment(s) to the amount of [amount in figures and words], upon receipt and acceptance by International IDEA of the progress report(s) and corresponding intermediate payment request(s) [please insert one line for each intermediate payment or delete if not applicable]</p> <p><input type="checkbox"/> final payment covering any outstanding amounts, upon receipt and acceptance by International IDEA of the final report and corresponding final payment request.</p> <p>[The schedule above is indicative and may be amended or replaced according to the specific requirements of the project, provided the relevant provisions in the GC are observed.]</p> <p>[To the Additional Organisation:</p> <p><input type="checkbox"/> intermediate payment(s) to the amount of [amount in figures and words], upon receipt and acceptance by International IDEA of the progress report(s) and corresponding intermediate payment request(s) [please insert one line for each intermediate payment or delete if not applicable]</p> <p><input type="checkbox"/> final payment covering any outstanding amounts, upon receipt and acceptance by International IDEA of the final report and corresponding final payment request.]</p> <p>[The schedule above is indicative and may be amended or replaced according to the specific requirements of the project, provided the relevant provisions in the GC are observed.]</p>
<p>12. BANK DETAILS (GC 11)</p>	<p>International IDEA will transfer the funds to the following bank account(s):</p> <p>For the Organisation:</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>For the Additional Organisation:</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>13. AUTHORISED REPRESENTATIVES (GC 2)</p>	<p>(1) The representatives of the Parties authorised to sign the Agreement and any future amendments to it are:</p> <ul style="list-style-type: none"> ▪ [], in his/her capacity as [] for International IDEA; ▪ [], in his/her capacity as [] for the Organisation; ▪ [] in his/her capacity as [] for the Additional Organisation]; <p>or their designated representatives.</p> <p>(2) For matters regarding the implementation of the Action, the authorised representatives of the Parties shall be: [] for International IDEA [and] [] for the Organisation [and [] for the Additional Organisation]; or their designated representatives.</p>

14. COMMUNICATION BETWEEN THE PARTIES (GC 32)	<p>Any communication between the Parties will be made to the following addresses:</p> <table border="0"> <tr> <td><u>International IDEA:</u></td> <td><u>The Organisation:</u></td> <td><u>The Additional Organisation</u></td> </tr> <tr> <td>Address: Strömsborg, SE - 103 34 Stockholm, Sweden</td> <td>Address: Telephone: E-mail:</td> <td>Address: Telephone: E-mail:</td> </tr> <tr> <td>Telephone: +46 8 698 37 00</td> <td></td> <td></td> </tr> <tr> <td>E-mail: info@idea.int</td> <td></td> <td></td> </tr> </table>	<u>International IDEA:</u>	<u>The Organisation:</u>	<u>The Additional Organisation</u>	Address: Strömsborg, SE - 103 34 Stockholm, Sweden	Address: Telephone: E-mail:	Address: Telephone: E-mail:	Telephone: +46 8 698 37 00			E-mail: info@idea.int		
<u>International IDEA:</u>	<u>The Organisation:</u>	<u>The Additional Organisation</u>											
Address: Strömsborg, SE - 103 34 Stockholm, Sweden	Address: Telephone: E-mail:	Address: Telephone: E-mail:											
Telephone: +46 8 698 37 00													
E-mail: info@idea.int													
15. ANNEXES	<p>The following attached documents will be deemed to form an integral part of this Agreement:</p> <ol style="list-style-type: none"> 1. Annex A: General Conditions for Cooperation Agreements – April 2018 2. Annex B: Description of the Action 3. Annex C: Budget 4. Annex D: Standard Forms: D1. Financial Report D2. Payment Request 5. Annex E: Publishing Annex <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>												
16. CHANGES TO GENERAL CONDITIONS	<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 WHEREOF, this Agreement has been duly executed:

SIGNED

ON THIS THE ____ DAY OF _____ 20__

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

Name: _____

Title: _____

Signature: _____

SIGNED

ON THIS THE ____ DAY OF _____ 20__

For and on behalf of **Organisation:**

Name: _____

Title: _____

Signature: _____

SIGNED ON THIS THE ____ DAY OF _____ 20__

For and on behalf of **Additional Organisation:**

Name: _____

Title: _____

Signature: _____



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

ANNEX A

GENERAL CONDITIONS FOR COOPERATION AGREEMENTS

(issued April 2018)

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Introduction

These General Conditions for the Cooperation Agreement (GC) govern the implementation of the Action by the Parties.

Definitions

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

ACTION: all activities that are to be carried out by the Parties under the Agreement, as detailed in Annex B to the Agreement - Description of the Action;

ADDITIONAL ORGANISATION: the organisation identified as the 'Additional Organisation' in the SC, if any;

AGREEMENT: the agreement (consisting of the SC, GC and all other Annexes referred to in the SC) entered into between the Parties on signature of the SC by both Parties;

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

BUDGET: the total cost of the Action, detailed in Annex C – Budget;

CEILING AMOUNT: the maximum amount that may be transferred by International IDEA for the implementation of the Action, as specified in the SC;

COMMISSIONED WORK: any material that a Party has commissioned specifically in relation to the Action, as specified in Annex B – Description of the Action;

CONFIDENTIAL INFORMATION: any and all information of a confidential nature regarding a 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 Agreement, disclosed before or after the Agreement by a Party or to which a Party may otherwise gain access;

CURRENCY: the currency the Budget is expressed in;

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 that Party's performance of its obligations impossible or as impracticable as reasonably to be considered impossible under the circumstances;

GC: these General Conditions for Cooperation Agreements;

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

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 Organisation, as each of these may be amended by International IDEA from time to time;

ORGANISATION: the organisation identified as the 'Organisation', in the SC;

PARTY(IES): International IDEA or the Organisation or the Additional Organisation (if referred to in the SC), as the case may be, and "PARTIES" means both of them, where International IDEA and the Organisation only are specified in the SC, and means all of them, where International IDEA, the Organisation and the Additional Organisation are specified in the SC;

PRE-EXISTING WORK: any material produced prior to the date of this Agreement and owned by either Party or a third party, that is contributed by a Party to be included in the Work;

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

SUB-CONTRACTOR: any entity to which the Organisation or the Additional Organisation (if any) entrusts the implementation of any part of the Action in accordance with the provisions of this Agreement; and

WORK: the selection and arrangement of all or part of the Commissioned Work and Pre-Existing Work, if any, as organised for proposed publication as per the provisions of this Agreement, and as described in the SC.

2. Authorised Representatives

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

3. Implementation of the Action

3.1 The Parties will implement the Action, undertaking to perform each of their respective obligations as set out in Annex B – Description of the Action, in accordance with the timelines set out in that Annex.

3.2 The Parties will each assign such qualified, skilled and suitably experienced personnel as is required to diligently carry out their respective responsibilities under the Agreement.

4. Information

4.1 The Parties will closely collaborate and exchange such information as may be necessary for the successful implementation of the Action.

4.2 The Organisation and the Additional Organisation (if any) will:

4.2.1 furnish International IDEA with such information concerning the implementation of the Action as International IDEA may from time to time reasonably request, or as otherwise provided in the Agreement or agreed;

4.2.2 immediately advise International IDEA of any difficulties or circumstances likely to hamper or delay the implementation of the Action; and

4.2.3 ensure that any proposed publications, press releases and updates in connection with this Agreement or the Work published under it are submitted to International IDEA for its approval prior to publication.

5. Performance Standards

5.1 Each Party responsible for implementing the Action (or any part of it) will:

5.1.1 exercise all reasonable skill, care, and diligence in its implementation and carry out all its obligations in accordance with generally accepted and recognised professional standards; and

5.1.2 make every effort to mobilise all the financial, human and material resources required for full implementation of the Action, as specified in Annex B - Description of the Action.

5.2 The Organisation and Additional Organisation (if any) will act to protect the legitimate interests of International IDEA and take all reasonable steps to keep all costs to a minimum.

6. Codes of Conduct

6.1 The Organisation and Additional Organisation (if any) will not engage and will cause its personnel as well as its Sub-Contractors not to engage during the term of this Agreement, either directly or indirectly, in (i) fraudulent behaviour, corrupt practices, illegal actions; (ii) any other activity that is likely to damage or otherwise devalue the

	reputation or goodwill of International IDEA; or (iii) any work, business or professional activities that would conflict with the activities assigned to it under this Agreement.		with notes, other support material or in simplified form; and (v) to convert and publish them in such a way as to allow their use by the visually handicapped.
6.2	Where appropriate, the Organisation and the Additional Organisation (if any) will terminate contracts with partners or Sub-Contractors involved in activities that are incompatible with their association with International IDEA as per clause 6.1.	8.5	Each Party shall both during the term of this Agreement and after, at the other Party's(ies)' request, execute all documentation and undertake all formalities and procedures necessary to give effect to clauses 8.1 to 8.4, whichever are applicable.
7.	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.		<i>Clearance of Rights in the Pre-Existing Work</i>
8.	Ownership of Copyright <i>Copyright in the Commissioned Work and the Work</i>	8.6	If a Party proposes to include in the Work a Pre-Existing Work that is owned by a third party, that Party must clear the rights to use the Pre-Existing Work for the purposes and in the manner described in clause 8.4.
8.1	Unless otherwise agreed in Annex F- Publishing Annex, copyright in the Commissioned Work and the Work shall be held by International IDEA solely. The Organisation and the Additional Organisation (if any) hereby transfers, with full title guarantee, the entire copyright and all other rights of a similar nature in the Commissioned Work and the Work to International IDEA in each and every legal jurisdiction in the world to the fullest extent permitted by law in each such legal jurisdiction.	8.7	If a Party proposes to include in the Work a Pre-Existing Work owned by it, that Party hereby grants the Party(ies) with rights of ownership pursuant to clause 8.1 or 8.2, a licence to use the Pre-Existing Work for the purposes and in the manner described in clause 8.4. If clause 8.1 applies, International IDEA will not grant the Organisation or the Additional Organisation (if any) such a licence.
8.2	If Annex F – Publishing Annex states that the copyright in the Commissioned Work and Work is to be held by the Parties jointly, each Party hereby transfers, with full title guarantee, the entire copyright and all other rights of a similar nature in the Commissioned Work and the Work to International IDEA and the Organisation and the Additional Organisation (if any) absolutely to hold as joint owners in equal shares in each and every legal jurisdiction in the world to the fullest extent permitted by law in each such legal jurisdiction.	8.8	Whichever of clause 8.1 or 8.2 applies, the Party which proposes to include a Pre-Existing Work in the Work shall procure that the author of such Pre-Existing Work and any other persons that rendered services in relation to such Pre-Existing Work shall consent to the assignment, transfer or licence of the Pre-Existing Work and shall waive their moral rights in respect of such 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 and/or the Organisation and/or the Additional Organisation (if any) as appropriate to change, alter, amend, add to, delete from, adapt and otherwise modify such Pre-Existing Work, including but not limited to making changes to the structure and format of the Pre-Existing Work and any and all other cuts, edits, summaries, rearrangements and translations of the Pre-Existing Work.
8.3	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 8.1 or 8.2, whichever is applicable, shall consist of or include an assignment of all present and, to the extent that it is possible, future copyright and all other rights of a similar nature in the Commissioned Work and the Work for the full term of copyright and all renewals, revivals and extensions of such term that now exist or are in the future created in that legal jurisdiction.	8.9	If the Party which proposes to include a Pre-Existing Work in the Work cannot clear any of the rights or obtain any waiver in accordance with clauses 8.1 to 8.3, it must notify the other Party(ies) as soon as possible and in any event prior to the approval of proofs for the Work. The Parties will use their reasonable endeavours to agree what action to take if full clearance cannot be obtained.
8.4	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 8.1 or 8.2, whichever is applicable, shall consist of or include the grant of the most extensive and long lasting licence to exploit the Commissioned Work and the Work it is possible to grant under the law of the legal jurisdiction in question. In particular, to the extent that it is possible under the law of the legal jurisdiction in question, such licence shall be an exclusive, irrevocable and perpetual licence to exploit the Commissioned Work and the Work in any way, including without limitation the right to digitise, publish, display, store, reproduce, redistribute (whether by sale, or otherwise (including by making available via a creative commons licence), syndicate, broadcast and make the Commissioned Work and the Work 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 Commissioned Work and the Work. Any such licence will include the right to exploit, administer and sub-licence all subsidiary rights, including without limit, the right to: (i) adapt, abridge, condense and translate all or part of the Commissioned Work and/or the Work; (ii) to publish them as a co-edition; (iii) to publish quotations and extracts from them; (iv) to publish them as an educational edition	8.10	Each Party acknowledges that ownership of the copyright in the Work is subject to any underlying rights owned by third parties or by the other Party in the Pre-Existing Work and that any use of the Work will have to be consistent with such rights.
			<i>Clearance of Rights in the Commissioned Work and the Work</i>
		8.11	The Party responsible for producing or commissioning the Work and/or the Commissioned Work shall ensure that:
		8.11.1	it acquires rights from the contributors to the Work and/or the Commissioned Work to use the Work and/or the Commissioned Work for the purpose of and in the manner described in clause 8.3 or 8.4, whichever is applicable;
		8.11.2	a waiver of moral rights and the right to otherwise deal with the Commissioned Work and the Work is secured from the author and any other persons that render services in respect of the Commissioned Work and the Work in the same terms as is specified in clause 8.8, except that reference to 'Pre-Existing Work' shall be read as reference to 'Commissioned Work and the Work' where the context so requires; and

8.11.3	it acquires warranties from the contributors to the Work and/or the Commissioned Work that their work is original, is in no way whatever an infringement of copyright or any other rights of a third party, and they have the power to transfer the rights as per clause 8.11.1.	(d)	it notifies International IDEA in writing prior to each intended use.
		8.15	If the Parties hold copyright jointly in the Commissioned Work and the Work, then subject to clause 8.10:
		8.15.1	each Party is entitled to assign, licence, transfer or charge its interest in the Commissioned Work, the Work or the Pre-Existing Work to any third party without the prior written consent of the other Party(ies) provided such assignment, licence, transfer or charge does not affect their use of such works under this Agreement. If it does affect their use under this Agreement then the Party seeking to make such assignment, licence, transfer or charge must first obtain the written consent of the other Party(ies) as relevant, which will not be unreasonably withheld;
	<i>Delivery of the Commissioned Work and the Work</i>		
8.12	Each Party shall sort and index that part of the Commissioned Work, the Work and the Pre-Existing Work it is responsible for producing/ contributing prior to its delivery and according to the instructions of International IDEA. The delivery of such work shall include: (i) electronic copies of the documents as specified in Annex B – Description of the Action; and (ii) written evidence of the acquisition of the rights acquired under clause 8.11 above.		
8.13	If International IDEA identifies any gaps in the rights that should have been acquired by the Organisation or Additional Organisation (if any) in the Commissioned Work or the Work, the Party that failed to acquire the relevant rights, will be responsible for promptly rectifying the position and bearing the costs in doing so.	8.15.2	each Party is entitled to use the Commissioned Work and the Work either on its own or together with a publishing partner on a non-exclusive basis in any media and in any format throughout the world provided all such use is for non-commercial purposes only;
	<i>Use of the Commissioned Work, the Work and the Pre-existing Work by the Parties</i>		
8.14	If International IDEA holds copyright in the Commissioned Work and the Work:	8.15.3	each Party is entitled, with prior notification to the other Party(ies) as relevant, to change, alter, amend, add to, delete from, adapt and otherwise modify the Work and/or Commissioned Work, including but not limited to, making any and all cuts, edits, summaries, rearrangements, translations and new editions to such works;
	8.14.1	8.15.4	each Party is entitled to licence a third party to use the Commissioned Work and the Work in the ways in which that Party is entitled to use the Commissioned Work and the Work under this Agreement, provided that International IDEA's General Conditions on Copyright, as varied from time to time, are met;
	8.14.2	8.15.5	the Parties shall ensure that all reproduction of the Commissioned Work and the Work shall acknowledge the Parties as joint copyright holders and shall credit the contributing authors and editors; and
	8.14.3	8.15.6	the Organisation and the Additional Organisation (if any) will acknowledge the contribution by International IDEA whenever appropriate.
	the Organisation and the Additional Organisation (if any) shall be entitled to use the Work and their respective contribution to the Commissioned Work only for its professional purposes generally provided that:	9.	Budget for the Action and Eligible Costs
	(a)	9.1	The Action will be implemented in accordance with the Budget and amounts transferred by International IDEA in the Currency.
	(b)	9.2	The Budget represents the total cost of the Action and includes the eligible costs grouped under the following headings:
	(c)		- Direct Costs;
			- Indirect Costs; and
			- Contingency Fund.
			<u>Direct Costs</u>
		9.3	In order to be considered eligible for payment, as Direct Costs, the costs must comply the following general conditions:
		9.3.1	costs must be agreed by International IDEA in line with the Mandatory Policies;

9.3.2	costs must be directly related to and necessary for the implementation of the Action and be provided for specifically in the Budget;		
9.3.3	costs must have actually been incurred during the implementation period defined in the SC;		
9.3.4	in the case of costs incurred in relation to any permitted subcontracting or procurement of services or goods, the procurement must have followed the procurement rules stipulated in this Agreement and the Mandatory Policies; and		
9.3.5	costs must be identifiable, supported by original evidence (invoices, receipts, or other payment documents) and be recorded in the Organisation's or the Additional Organisation's (if any) accounts.		
9.4	Subject to the conditions above, the following costs may in particular be considered eligible as Direct Costs:		
9.4.1	remunerations, such as, cost of staff assigned exclusively to the Action (full-time or part-time) at the rates normally borne by the Organisation or the Additional Organisation (as relevant), including any related social security charges in relation to the salaries;	9.10	Non-eligible Costs The following costs shall not be considered eligible for financing under this Agreement:
9.4.2	travel expenses and daily subsistence allowance expenses incurred in accordance with the Mandatory Policies for the staff involved in the implementation of the Action;	9.10.1	contributions in kind made by the Organisation or the Additional Organisation (if any), such as use of common office space or utilities;
9.4.3	cost of consumables and supplies directly attributable to the Action;	9.10.2	items already financed from other sources;
9.4.4	cost of national and/or international communication (telephone, internet) and postage directly attributable to the Action;	9.10.3	miscellaneous travel expenses such as passports, visas, travel permits, vaccinations, medications, travel insurance, etc.;
9.4.5	cost of local transportation directly attributable to the Action;	9.10.4	currency exchange losses which may arise as a result of the currency of the Organisation's or the Additional Organisation's (if any) bank account being different from the Currency; and
9.4.6	costs directly related to events organised as part of the Action, incurred in accordance with the Mandatory Policies;	9.10.5	bank charges on currency exchanges or that otherwise may be due on a transfer or remittance of funds to International IDEA.
9.4.7	costs deriving directly from specific requirements of this Agreement (reporting, evaluation, audit, insurance, etc.).	10.	Financing the Action
	Indirect Costs	10.1	The responsibilities of the Parties in financing the Action are set out in Annex B – Description of the Action. Where International IDEA finances less than 100% of the Budget, it is understood that the difference represents the co-financing of the Action by the Organisation and/or Additional Organisation (if any) from its/their own resources or from other donors (where specified in the Agreement).
9.5	Indirect Costs, normally between 5% to 7% of the Direct Costs and not to exceed under any circumstances 10%, may be eligible for financing under this Agreement and may be therefore included in the Budget for the Action.	10.2	The Parties agree that subject to clause 10.1, the funds due by International IDEA to the Organisation and/or Additional Organisation (if any) under this Agreement shall be strictly limited to the amount required to cover the expenditure for the Action up to the Ceiling Amount, and that they may not in any circumstances result in a profit for the Organisation or the Additional Organisation (if any).
9.6	Indirect Costs are intended to cover Organisation's overheads and other unidentifiable costs related to the implementation of the Action and are eligible provided that they are specifically referenced in the Budget and are not replicated in costs assigned to other headings of the Budget.	10.3	Subject to clause 10.1 and clause 10.4, the total amount financed by International IDEA shall not exceed the Ceiling Amount, even if at the end of the implementation the total actual expenditure exceeds the Budget specified in the SC.
9.7	Indirect Costs do not have to be justified in the financial report.	10.4	If the Action is suspended, not carried out at all, or is not implemented properly, in full, as per the Budget or on time and without prejudice to its right to terminate this Agreement under clause 23.1.1, International IDEA will reduce its final financial contribution pro rata commensurate with the actual amount properly and actually incurred in implementing the Action.
	Contingency Fund	11.	Terms and Schedule of Payments
9.8	A Contingency Fund up to 5% of the Direct Costs may be included in the Budget to cover any additional expenses necessary in view of possible changed circumstances during the implementation of the Action.	11.1	Subject to the provisions of this clause, payments under this Agreement shall be made as per Annex C - Budget and the specific provisions set out in the SC.
9.9	The Contingency Fund may only be used with the prior written approval of International IDEA upon a duly justified request from the Organisation or the Additional Organisation (if any), as relevant.	11.2	Advance payments shall normally not be granted. However, where a Party does not have the necessary internal cash flow to carry it to the first reporting stage, an advance payment may be granted by International IDEA. Where an advance payment is granted, it shall normally be not higher than 20 - 25% of the Ceiling Amount, and it shall not exceed in any case 30% of the same.
		11.3	Intermediate payments will be made upon receipt and acceptance by International IDEA of the progress reports submitted as per clause 15 and corresponding intermediate payment requests.
		11.4	Payments will be made to the relevant Party's, bank account specified in the SC within 30 days of approval by International IDEA of the reports and corresponding payment requests.

11.5	All transfers of funds between International IDEA and the Organisation or the Additional Organisation (if any) will be made in the Currency.	15.	Submission of the Reports
11.6	International IDEA will not be responsible for withholding taxes with respect to the amounts payable to the other Party(ies) under this Agreement.	15.1	The Organisation and the Additional Organisation (if any) shall provide international IDEA with full information on their respective implementation of the Action through periodical progress reports and a final report upon completion of the Action as required under this Agreement.
12.	Modification of the Budget	15.2	All reports must be signed by the Authorised Representative of the Organisation or the Additional Organisation (if any) as relevant and all financial statements must in addition be certified by the head of the financial department of the relevant Party.
12.1	The Organisation or Additional Organisation (if any) will promptly notify International IDEA in writing if it foresees that the Action cannot be completed within the Budget. Such notification will contain a detailed budget follow-up and an account of work performed as well as a thorough analysis of additional activities needed to complete the Action.	15.3	The reports will be submitted as per the following schedule:
12.2	The Parties will promptly discuss any such situation and associated proposals for modification of the Budget and the Parties' financial responsibilities.	15.3.1	a progress report will accompany any intermediate payment request to be submitted as per the schedule of payments provided in the SC; and
12.3	If the Parties agree to modify the Budget and/or their respective financial responsibilities, such agreement will be recorded and signed in an addendum to the Agreement.	15.3.2	the final report will accompany the final payment request and will be submitted within the timeline as specified in the SC. The period shall normally be 4 to 6 weeks, not to exceed in any case 8 weeks from the end of the Implementation Period.
12.4	If no such agreement is reached, International IDEA has no obligation to increase its contribution beyond the Ceiling Amount. In this case, if the Organisation or Additional Organisation (if any) and as relevant, choose to breach the Agreement and not complete their respective obligations, International IDEA retains the right to claim damages for breach of this Agreement.	15.4	Any additional reporting requirements will be set out in Annex B – Description of the Action and delivered in accordance with the timelines set out in that Annex.
12.5	Modifications in the breakdown of the Budget such as transfers between budget lines or introduction/ deletion/ replacement of budget items that do not imply a modification of the Ceiling Amount provided in the SC, may be agreed between the Parties through an exchange of communications, provided that the provisions of clauses 12.1 to 12.4 are observed.	16.	Content of the Reports
13.	Return of Unspent Funds	16.1	The reports will be drawn up in English, will consist of a narrative part and a financial part, and will provide a complete account of all aspects of implementation for the covered period.
13.1	If any of the funds transferred to a Party to implement the Action remains unspent, including under clause 10.4, the Organisation or Additional Organisation (if any) and as relevant undertakes to return such funds to International IDEA in accordance with clause 13.2.	16.2	The reports will cover the whole of the Action or the part of the Action the relevant Party is responsible for, regardless of whether the Party's particular responsibilities are financed in whole or in part by International IDEA.
13.2	On acceptance of the final report where any amounts are accounted for as unspent, the Organisation or Additional Organisation (if any) and as relevant, will reimburse to International IDEA the amounts due to International IDEA, within 30 days of sending the final report.	16.3	The level of detail in any narrative and financial report should match the one in Annex B and Annex C respectively.
13.3	Amounts to be repaid to International IDEA may alternatively, at International IDEA's option, be offset against any amounts due by International IDEA to the Organisation or the Additional Organisation (if any) and as relevant.	16.4	The narrative part of the reports will at least include:
14.	Record-keeping and Accounts	16.4.1	activities directly related to the Action carried out during the reporting period;
14.1	The Organisation and Additional Organisation (if any) will keep for the duration of this Agreement and for seven years after, accurate and complete accounts and records in respect of the implementation of the Action, in accordance with internationally accepted accounting principles.	16.4.2	difficulties foreseen/encountered and measures taken to prevent/overcome problems;
14.2	The Organisation and the Additional Organisation (if any) each permits International IDEA, its external auditors or its designated representatives during the term of the Agreement and for seven years after, to inspect and take copies of its accounts, records or any other relevant financial information concerning the Action. If any amount is found to be due to International IDEA as a result of that inspection, the relevant Party shall pay such amount to International IDEA on request, 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.	16.4.3	changes introduced in implementation;
		16.4.4	detailed information on sub-contracting arrangements;
		16.4.5	achievement/results obtained against objectives and indicators provided in Annex B – Description of the Action and/or in the work plan included in the previous report (especially submission of any required deliverables);
		16.4.6	work plan for the following period including results expected and indicators of their achievement, and resources envisaged to be employed for implementation (for progress reports only); and
		16.4.7	final assessment of the implementation of the Action and fulfilment of the objectives set out in Annex B - Description of the Action, as well as details on the delivery of the final results and any documentation required to evidence the transfer of copyright as per clause 8(3) if relevant (for final report only).

16.5	The financial part of the reports will comprise a certified statement of expenditure documenting all the income and expenditure incurred by the relevant Party in implementing the Action and all the payments received and will be submitted in the form provided in Annex D1 – Standard Forms – Financial Report.		with the rights it is granting to International IDEA under this Agreement;
		19.1.3	the Commissioned Work that Party was responsible for producing is original and has not been previously published;
16.6	The financial statements shall be either audited by an external auditor or accompanied by the supporting payment documents (receipts, invoices, etc.) in original. In exceptional circumstances, if duly justified and approved in writing by International IDEA, the relevant Party may submit copies of the supporting documents instead of originals. The receipts shall be numbered as per the corresponding items in Annex D1 – Standard Forms – Financial Report. Receipts that are not in English will be accompanied by a brief description/translation in English. Any costs reflecting remuneration as per clause 9.4.1 will be accompanied by a statement providing sufficient detail as to at least the work input, net amount paid to each of the personnel assigned to the Action and date of payment. The statement should be signed both by the Authorised Representative of the relevant Party and by the respective personnel as proof of receipt of payment. Any costs for the daily subsistence allowance paid to the relevant Party's personnel on mission as per clause 9.4.2 will be accompanied by mission orders showing the purpose, location, date, duration of the mission, the calculation of the amount due and signed for receipt by the respective personnel.		19.1.4 the Pre-Existing Work it purports to own and its contribution to the Commissioned Work and/or the Work do not infringe any existing copyright or licence or duty of confidence or duty to respect privacy or any other right (including any moral right) of any person and do not breach any existing agreement, do not contain anything defamatory, obscene, improper or blasphemous nor any material that is in any other way unlawful and that all statements contained in these works purporting to be facts are true, accurate and complete; and
		19.1.5	in performing its obligations under this Agreement, it shall comply with all applicable laws, regulations and codes and the Mandatory Policies.
16.7	The financial statements will be submitted in the Currency, though it is acknowledged that they may be drawn from financial statements denominated in other currencies.	19.2	The Organisation and the Additional Organisation (if any) hereby each indemnify International IDEA from all losses, liabilities, costs and expenses (including legal expenses) International IDEA may suffer or incur arising out of a breach by the Organisation or Additional Organisation (as relevant) of any of the warranties in clause 19.1.
17.	Acceptance of the Reports	20.	Liability
17.1	If in International IDEA's opinion, the quality of reporting is not acceptable or the content of the report does not correspond to the terms of this Agreement, International IDEA will, within 30 days of receiving the report, give notice and reasons for this opinion. Within 15 days of such notice, the Organisation or Additional Organisation (if any), as relevant will either contest International IDEA's opinion (giving its reasons for doing so) or present a revised report that meets the requirements of this Agreement.	20.1	Nothing in this Agreement shall exclude or limit a Party's liability for death or personal injury caused by its negligence, for fraud or fraudulent representation, for any claim made under an indemnity in this Agreement, nor for any other liability the limitation or exclusion of which is not permitted by applicable law.
		20.2	Approval of parts of the work performed by a Party shall not prevent International IDEA from claiming damages, unless the approval of such parts explicitly so states.
17.2	The reports (and their corresponding payment requests where appropriate) will be deemed approved by International IDEA if no communication setting out comments is remitted to the Organisation or Additional Organisation (if any) within 30 days after receipt by International IDEA of the reports.	20.3	Subject to clause 20.1 the liability of each Party to the other(s) arising in connection with this Agreement will not exceed in respect of each claim or series of connected claims arising from the same incident, the greater of : (i) €100,000 or (ii) total amount of financing paid and payable under this Agreement by International IDEA.
17.3	Approval of a report does not imply recognition by International IDEA of the regularity, authenticity, completeness and correctness of the information it contains.	21.	Suspension of the Agreement
18.	Non-fulfilment of Reporting Obligations	21.1	If required by circumstances and 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 and as decided by the Parties.
	If the Organisation or the Additional Organisation (if any) fails, without an acceptable written justification, to present a report as per the schedule set out in clause 15 as amended and/or supplemented by the provisions set out in this Agreement, International IDEA may decide to terminate the Agreement in accordance with clause 23.1.1 and shall be entitled to not pay any further amounts and to recover any amounts paid in excess of the amounts legitimately due.	21.2	If the Agreement is suspended in accordance with clause 21.1, the Implementation Period shall be extended for a period equal to the period of suspension.
19.	Warranties and Indemnity	22.	Term and termination by mutual agreement between the Parties
19.1	Each of the Organisation and the Additional Organisation (if any) undertakes and warrants to International IDEA that:	22.1	The duration of the Agreement is as specified in the SC.
	19.1.1 it has the right and power to enter this Agreement and grant the rights granted in this Agreement;	22.2	If the Parties consider that, due to existing circumstances, the achievement of the objectives of the Agreement is no longer possible at all or not to a satisfactory degree, the Parties may decide at any moment to terminate the Agreement.
	19.1.2 it has not entered into any other agreement which does or might conflict	22.3	The decision of termination shall be signed by the Authorised Representatives of all Parties and shall be without prejudice to any other rights of the Parties under the Agreement.
		23.	Termination by International IDEA
		23.1	International IDEA may terminate the Agreement by written notice to the Organisation and Additional Organisation (if any) with immediate effect (except for the case listed under paragraph (iv) below, for which there shall be a written notice of not less than thirty days):

23.1.1	if the Organisation or Additional Organisation (if any) fails to carry out its obligations as set out in the Agreement and fails to remedy the deficiencies within 20 days after being notified in writing by International IDEA;	Implementation of the Action prior to the date of the termination of the Agreement.
23.1.2	if the Organisation or Additional Organisation (if any), 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;	27.3 Failure to submit the final report on termination as required by clause 27.1 will result in International IDEA refusing to settle any further payment request and recovering any amounts paid in excess of amounts legitimately due.
23.1.3	if the Organisation or Additional Organisation (if any) fails to comply with any final decision reached as a result of arbitration proceedings under clause 39;	28. Insurance
23.1.4	if International IDEA, for overriding considerations outside the Agreement between the Parties, finds it necessary to terminate the Agreement in whole or in part.	28.1 The Organisation and the Additional Organisation (if any) shall each be responsible for taking out and maintaining appropriate insurance policies covering its/their potential liability towards International IDEA under this Agreement. The insurance policies should in particular cover the following risks:
24.	Termination by the Organisation or the Additional Organisation	28.1.1 claims by third parties resulting from acts performed by the Organisation, the Additional Organisation (if any) and the personnel implementing the Action;
24.1	Provider may terminate the Agreement 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.	28.1.2 life, health, accident, travel, or other insurance which may be necessary or desirable for the personnel implementing the Action and/or employer's liability, in accordance with the relevant provisions of the law of the country where the Action is implemented; and
24.2	Termination by Provider under clause 24.1 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.	28.1.3 insurance against loss of or damage to the Organisation's or the Additional Organisation's (if any) property or rented equipment/ facilities used in the implementation of the Action or to any documents prepared or otherwise dealt with in the implementation of the Action.
25.	Exit services	28.2 International IDEA shall retain no responsibility for the above risks or for the Organisation or Additional Organisation (as relevant) not taking out the appropriate insurance and shall be under no liability in respect of any incidental expenses incurred by the Organisation or Additional Organisation (if any). Where part of the Action has been sub-contracted in accordance with the provisions of clause 29, the Organisation and Additional Organisation (if any) shall be responsible for the Sub-contractors taking out the appropriate insurance.
25.1	On agreement of termination under clause 22, receipt of notice of termination under clause 23, or submission of the notice of termination under clause 24, the Organisation and the Additional Organisation (if any) will take immediate steps to terminate the implementation of the Action in a prompt and orderly manner, to reduce losses, and to keep further costs to a minimum.	29. Sub-contracting
26.	Effect of expiry or termination	29.1 Except with the prior written approval of International IDEA, neither the Organisation nor the Additional Organisation (if any) may assign or transfer the Agreement or any part of it, nor may the Organisation or the Additional Organisation (if any) sub-contract any third party to implement any part of the Action.
26.1	On expiration or termination for whatever cause of the Agreement:	29.2 International IDEA's approval on assigning or transferring of any part of the Agreement or on the engagement of a Sub-Contractor to implement any part of the Action shall not exonerate the Organisation or the Additional Organisation (if any) of any of its obligations under this Agreement and the Organisation and the Additional Organisation (if any) shall be fully responsible for the co-ordination and execution of all the respective sub-contracted activities and for the performance of its Sub-Contractors.
26.1.1	any rights and obligations of a Party which have arisen on or before expiration or termination, including the right to claim damages for a breach of this Agreement shall remain unaffected;	29.3 The sub-contracting and any procurement of services or goods financed by International IDEA under this Agreement shall follow the Mandatory Policies and the contracting arrangements shall be those specified in Annex B – Terms of Reference.
26.1.2	clauses 1, 7, 8, 13, 14, 19, 20, 24.1, 26, 27, 28, 34, 35, 36, 37, 38 and 39 will remain in effect; and	29.4 Failure to comply with the procurement rules referred to in this Agreement may result in relevant costs not being considered eligible for funding by International IDEA.
26.1.3	the Organisation or Additional Organisation (if any, and as relevant) will provide International IDEA with all Commissioned Work that is completed or part completed as at the date of termination.	30. Relationship between the Parties
27.	Reporting and Payment upon Termination	30.1 Nothing in this Agreement will be deemed to create any association, partnership, or relationship of principal and agent or employer and employee between the Parties. Neither the Organisation nor the Supplementary Organisation (if any) must represent itself and must
27.1	Within 30 days of termination of the Agreement under clause 22, clause 23 or clause 24, the Organisation and the Additional Organisation (if any) will each submit a final report providing full information on technical and financial aspects regarding the implementation of the Action up to the date of termination of the Agreement.	
27.2	On termination of the Agreement under clause 22, clause 23 or clause 24, and subject to clause 25 and clause 27.1, the Organisation and the Additional Organisation (if any) will each be entitled to reimbursement for costs and expenses it reasonably incurred in the satisfactory	

	ensure that its personnel and Sub-Contractors participating in the implementation of the Action do not represent themselves as being employees or agents of International IDEA.		unenforceable then that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.
30.2	Nothing in this Agreement can under any circumstances be construed as International IDEA granting the Organisation or the Supplementary Organisation (if any) the right to directly or indirectly assume or create or attempt to assume or create any obligation on behalf of or in the name of International IDEA.	35.	Entire Agreement 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.
30.3	No publication or material produced by the Organisation the Supplementary Organisation (if any) may carry the International IDEA logo and/or name without International IDEA's prior written consent.	36.	Waiver If a 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.
31.	Communication between the Parties	37.	Governing Law
31.1	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.	37.1	The Agreement will be governed and interpreted in accordance with the laws of Sweden.
31.2	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 is addressed, using the contact details set out in the SC or at otherwise communicated in writing by either Party.	37.2	The Organisation and Additional Organisation (if any) shall take all practicable steps to ensure that its personnel as well as all its Sub-contractors comply with the Applicable Law.
31.3	Any notices informing the other Party of a breach or termination of the Agreement will be delivered by e-mail and confirmed by post and will be deemed delivered in accordance with clause 31.2.	38.	Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.
32.	Force Majeure	39.	Arbitration
32.1	No Party shall be liable for any failure or delay in performing any or all of its obligations under this Agreement as a result of an event of Force Majeure.	39.1	Any dispute, controversy, or claim which cannot be settled amicably, or the breach, termination or invalidity thereof, shall be submitted to and finally settled by arbitration in the manner set out in the remainder of this clause.
32.2	A Party affected by an event of Force Majeure will notify as soon as practicable the other Party(ies) of the occurrence of such event and afterwards restoration of normal conditions.	39.2	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, failing agreement between the Parties on the nomination of the arbitrator, shall be appointed by the Arbitration Institute of the Stockholm Chamber of Commerce.
32.3	Subject to clause 32.4, if an event of Force Majeure occurs, the implementation of the Action will be suspended for a period equal to the period of suspension.	39.3	The decision of the arbitrator shall be final and binding on the Parties.
32.4	If the event of Force Majeure continues for a period of 4 weeks, a Party not suffering the event, may terminate this Agreement on written notice to the other Party(ies).	39.4	The place of arbitration shall be determined by the Arbitration Institute of the Stockholm Chamber of Commerce.
33.	Modification of the Agreement	39.5	The English language shall be the official language to be used in the arbitral proceedings and for all purposes related to arbitration.
33.1	Each Party shall promptly inform the other Party in writing of any event or situation that may necessitate a revised or new agreement between the Parties, due to a modification of the scope, character, duration or execution of the Action, the Budget, or other aspects of the Agreement.		
33.2	Any modification of the terms and conditions of this Agreement, including annexes, shall only be valid if in writing signed by or on behalf of the Parties.		
34.	Severability If any of the provisions of this Agreement are found by a court of competent jurisdiction to be void or		