



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

FRAMEWORK CONTRACT No.

PROJECT/SUB-PROJECT AND TASK CODE:

PROJECT ARCHIVE REGISTRATION NO.:

PROJECT MANAGER:

This Framework Contract consists of the Special Conditions and the Annexes referred to below (**Framework Contract**). It includes the terms and conditions on which International IDEA may commission, and the Provider may provide, Services from time to time.

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 - General Conditions for Framework Contracts (GC)].

1. THE PARTIES	(1) The International Institute for Democracy and Electoral Assistance (International IDEA) and (2) (Provider).
2. THE SERVICES (GC 5)	Provider undertakes to perform the services entitled: (Services) as described in, and in accordance with: <ul style="list-style-type: none"> • the specific Service Order issued for each individual assignment; • Annex B to the Framework Contract – Terms of Reference; and • the remaining Annexes referred to below.
3. TERM OF FRAMEWORK CONTRACT (GC 4)	This Framework Contract is deemed to start on [] (Effective Date). It will continue (unless terminated early in accordance with its terms) for: <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); provided International IDEA notifies the Provider in writing before the expiry of the Initial Period and each Renewal Period that it wishes the Framework Contract to continue for the next Renewal Period.
4. TIMELINES	Provider will carry out the Services in accordance with the timelines specified in the relevant Service Order.
5. RATES (GC 11)	Provider will be entitled to charge for the performance of the Services at the following Rates: <ul style="list-style-type: none"> • [] (Inclusive of any applicable VAT) These Rates will remain fixed for a period of [] years and then will be capable of being increased under clause 11.3 of Annex A - GC.

6. INVOICING (GC 13)	<p>Provider will invoice International IDEA using the format and providing the details of the template invoice set out set out in Annex C – Template 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"/> 								
7. BANK DETAILS (GC 13.5)	<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>								
8. AUTHORISED REPRESENTATIVES (GC 2)	<p>(1) The representatives of the Parties authorised to sign the Framework Contract and any amendments to it are:</p> <ul style="list-style-type: none"> ▪ [] in his capacity as , for International IDEA ▪ [] in his capacity as , for Provider <p>or their designated representatives.</p> <p>(2) For matters regarding the implementation of the Services, the authorised representatives of the Parties will be: [] for International IDEA and [] for Provider or their designated representatives.</p>								
9. COMMUNICATION BETWEEN THE PARTIES (GC 29)	<p>Any communication between the Parties will 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: Telephone:</td> </tr> <tr> <td>Telephone: +46 8 698 37 00</td> <td>E-mail:</td> </tr> <tr> <td>E-mail: info@idea.int</td> <td></td> </tr> </table>	International IDEA:	Provider:	Address: Strömsborg, SE - 103 34 Stockholm, Sweden	Address: Telephone:	Telephone: +46 8 698 37 00	E-mail:	E-mail: info@idea.int	
International IDEA:	Provider:								
Address: Strömsborg, SE - 103 34 Stockholm, Sweden	Address: Telephone:								
Telephone: +46 8 698 37 00	E-mail:								
E-mail: info@idea.int									
10. ANNEXES	<p>The following attached documents will be deemed to form an integral part of this Framework Contract:</p> <ol style="list-style-type: none"> 1. Annex A: General Conditions for Framework Contracts – April 2018 2. Annex B: Terms of Reference 3. Annex C: Template Invoice 4. Annex D: [] 5. Annex E: [] <p>If there is a conflict between the provisions of the different documents which form part of the Framework 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> <p>If there is a conflict between the provisions of the different documents that make up the Contract, a document appearing higher in the list below, will prevail over a document appearing lower in the list, to the extent of that conflict:</p> <ol style="list-style-type: none"> 1. the Special Conditions 2. the Annexes listed above, with precedence as noted in the paragraph above; and 3. the applicable Service Order. 								
11. CHANGES TO THE 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 Framework Contract 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 **Provider:**

Name: _____

Title: _____

Signature: _____



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

ANNEX A
GENERAL CONDITION FOR FRAMEWORK CONTRACTS
(issued April 2018)

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Introduction

These General Conditions for Framework Contracts (GC) govern the performance of the Services by Provider for International IDEA that may be commissioned under this Framework Contract from time to time.

1. Definitions

Unless the context otherwise requires, the following terms when used in the Framework Contract or a Service Order have the following meanings:

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

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;

CONSUMER PRICE INDEX: the Consumer Prices Index (CPI) (all items) (Sweden);

CONTRACT: a contract between the Parties that consists of a Service Order issued under the Framework Contract, which is governed by the terms of the Framework Contract;

PROVIDER: the party identified as such in the SC;

CURRENCY: the currency the Rates are expressed in, in the SC;

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

FIXED RATE PERIOD: the initial period during which the Rates are fixed, as indicated in the SC;

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

FRAMEWORK CONTRACT: the framework contract, including and SC, GC and all other Annexes attached or referred to in it, entered into by the Parties, once the SC has been signed by International IDEA and Provider. To avoid doubt, the Framework Contract does not include the Service Orders issued under it;

GC: these General Conditions for Framework Contracts;

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

LONGSTOP DATE: the date indicated as such in the SC;

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

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

PERSONNEL: any person assigned by Provider directly or through its permitted Sub-Contractors to the performance of the Services or any part of them, including those set out in the Service Order;

PROVIDER: the party identified as such in the SC;

RATES: the unit prices set out in the SC (as these may be amended in accordance with these GC) which will be used to calculate the amount to be paid by International IDEA to Provider for the Services;

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

SERVICE ORDER: a request form in the form prescribed by International IDEA signed by both Parties and used to order services under the Framework Contract;

SERVICES: the activities to be performed by Provider as described in the relevant Service Order;

SO END DATE: the later of: (i) the date on which the Service Order is scheduled to end (as indicated in the Service Order); or (ii) the date that the Services are completed and Provider has fulfilled all its obligations under the Service Order;

SO START DATE: the date on which the Service Order is to start, as indicated in the Service Order;

SUB-CONTRACTOR: any entity to which Provider is permitted under clause 27 to sub-contract any part of the Services; and

WORK: any and all of the materials, documents and deliverables of any kind produced in whatever format that arise as a result of the Services, including the particular outputs identified in the Service Order.

2. Authorised Representatives

Each Party's Authorised Representatives will have the authority to take action as required or permitted under the Framework Contract or the Contract (as applicable).

3. Status of the Framework Contract and Service Orders

3.1 The Framework Contract operates as a framework agreement under which International IDEA may engage Provider to provide Services as agreed in a Service Order from time to time, at the Rates.

3.2 On request by International IDEA, the Parties will use their reasonable endeavours to agree a Service Order, fixing the details, quantities and timing of services to be delivered.

3.3 Each Service Order will, once signed by an Authorised Signatory of each Party, be governed by the terms and conditions set out in this Framework Contract and constitute a separate agreement between the Parties namely, the Contract.

4. Start and duration of the Framework Contract, the Contract and each Service Order

4.1 The Framework Contract will come into effect and terminate as described in the SC.

4.2 Each Contract will be deemed to come into effect on the applicable SO Start Date and will continue until the applicable SO End Date, unless and until terminated earlier in accordance with its terms.

5. Services

Provider will perform the Services, in accordance with the terms of the Contract, including Annex B to the Framework Contract — Terms of Reference and the Service Order.

6. Personnel

6.1 Provider will provide such qualified, skilled and suitably experienced Personnel as is required to diligently carry out the Services.

6.2 Where required by International IDEA, Provider will appoint a Team Leader acceptable to International IDEA to take charge of the performance of the Services and coordinate the activity of the Personnel.

6.3	All Personnel shall be subject to International IDEA's approval. No changes may be made to approved Personnel (including those identified in the SC) unless International IDEA has given its prior approval. Any request for replacements has to be justified in advance in writing to International IDEA. Individuals proposed as replacements will have the experience, skills and qualifications originally agreed for the post.	11.1	Rates	days of confirmation by International IDEA of receipt of the reports/deliverables.
		11.2	The Rates are valid for the Fixed Rate Period.	
6.4	All the costs arising out of or incidental to any removal and / or replacement of Personnel will be borne by Provider, except when International IDEA requests the withdrawal of Personnel due to reasons not attributable to Provider.	11.2	The Rates cover salaries and any allowances, pension contributions, insurance costs and paid leave for the personnel, overheads, costs of secretarial and other back office services, recipient bank charges in connection to the transfers from International IDEA and any other costs incidental to the performance of the Services. The fees include also any tax obligation that may be imposed on Provider in relation with the amounts due or received under the Contract, such as, without being limited to VAT, income/corporate taxes, and all the personnel related charges and contributions. International IDEA has no responsibility for withholding or paying any taxes or social security charges in respect of the fee payable to Provider under the Contract.	
7.	Information			
7.1	The Parties undertake to collaborate closely and exchange such information as may be necessary for the successful performance of the Services.			
7.2	Provider will provide International IDEA with such information concerning the performance of the Services as International IDEA may from time to time reasonably request, or as otherwise provided in the Contract or agreed.	11.3	Once the Fixed Rate Period has expired, Provider shall be entitled to request an increase in the Rates once in each 12 month period thereafter. The Parties shall use their reasonable endeavours to agree revised rates. If the Parties cannot agree revised rates, then Provider may adjust the Rates in each such 12 month period, at a maximum to reflect the increase in the Consumer Price Index over the previous 12 months.	
7.3	Provider will advise immediately International IDEA of any difficulties or circumstances likely to hamper or delay performance of the Services.			
8.	Performance Standards			
8.1	Provider will exercise all reasonable skill, care, and diligence in the performance of the Services and will carry out all its obligations in accordance with best standards in the industry in which Provider operates.	12.	Calculation of Fees	
8.2	Provider will at all times act to protect the legitimate interests of International IDEA and will take all reasonable steps to keep all costs to a minimum.	12.1	The fees to be paid under a Service Order will be calculated based on the Rates and the quantities specified in the Service Order. Depending on the nature of the assignment, the quantity may refer to either the input - the time actually spent by Provider in performance of the Services (number of hours/days/weeks) or the output (pieces, number of pages, etc.).	
9.	Codes of Conduct			
9.1	Provider will not engage and will cause its Personnel as well as its Sub-Contractors not to engage during the term of the Contract, either directly or indirectly, in: (i) fraudulent behaviour, corrupt practices or illegal actions; (ii) any other activity that is likely to damage or otherwise devalue the reputation or goodwill associated with International IDEA; or (iii) any work, business or professional activities which would conflict with the activities assigned to it under the Contract.	12.2	For the purposes of the Contract, one working day is equivalent to 8 working hours, one working week is equivalent to 5 working days, and one working month is equivalent to 22 working days. Consequently, a maximum amount of 8 hours per day and 5 days per week will be remunerated. No compensation or special allowance will be granted for overtime or work performed outside normal office hours, during weekends, public holidays or vacation days, unless the Services are required to be performed on such days.	
9.2	Where appropriate, Provider will terminate contracts with partners or Sub-Contractors involved in activities that are incompatible with their association with International IDEA as per clause 9.1.	13.	Terms and Schedule of Payments	
10.	Deliverables and Reporting			
10.1	Provider will submit to International IDEA the reports and deliverables specified in Annex B - Terms of Reference and in the Service Order in the form, number and within the periods set out in that Annex and Service Order.	13.1	Subject to the provisions of this clause, Provider shall be entitled to raise an invoice in respect of the fee and any reimbursable expenses agreed with International IDEA that have been incurred in accordance with the relevant Mandatory Policies and the provisions specified in the SC.	
10.2	All the deliverables will be prepared in English or as otherwise specified in the Service Order and submitted to the Authorised Representative of International IDEA for its acceptance.	13.2	Payments will be made on satisfactory completion of the specific assignments and acceptance of deliverables by International IDEA on the basis of a valid invoice.	
10.3	If in International IDEA's opinion, the quality of reporting/deliverables is not acceptable or the content of the reports/deliverables does not correspond to Provider's obligations, International IDEA will, within 30 days of its receipt, give notice and reasons for this opinion. If not agreed otherwise, Provider will either contest International IDEA's opinion (giving its reasons) or present a revised report/deliverable that meets its requirements within 15 days of such notice.	13.3	Fees will under no circumstances be paid in advance, before submission of the reporting/ deliverables and their acceptance by International IDEA. In terms of reimbursable expenses, where the Contract provides for such permitted expenses and 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. Advance payments may under no circumstances exceed 30% of the total expenses specified in the Service Order.	
10.4	The reports/deliverables (and the corresponding invoices attached, where appropriate) will be deemed approved by International IDEA if no communication setting out comments is remitted to Provider within 30	13.4	Invoices issued by Provider will be in the format set out in Annex C - Template Invoice and must be	

	accompanied by original proofs of payment (receipts, etc.) in support of any permitted expenses claimed.	17.3.1	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;
13.5	Payments will be made to Provider's bank account specified in the Service Order within 30 days from approval by International IDEA of the reports and corresponding invoice/deliverables.		
13.6	Where a payment is returned to International IDEA's bank account due to Provider not providing the correct bank account details and the transfer has to be re-executed, all additional bank charges incurred by International IDEA related to the return and repayment will also be borne by Provider.	17.3.2	assign and transfer or license (Including via a creative commons licence) the Work, and
13.7	International IDEA will not be responsible for withholding taxes with respect to the amounts payable to Provider under the Contract.	17.3.3	exploit the Work and any of its revisions made as per clause 17.3.1 in any way, including without being limited to: digitise, publish, display, store, reproduce, redistribute (whether by sale or otherwise), syndicate, broadcast, make the Work available on-line under any terms and 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 Work.
14.	Return of Unspent Funds		
14.1	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 the earlier of 30 days of termination of the Services or of receipt of International IDEA's claim for refund.	17.4	Provider will:
14.2	Bank charges incurred by the repayment of the amounts due to International IDEA will be borne entirely by Provider.	17.4.1	ensure that all Personnel will assign all rights they have acquired during their performance of the Services to Provider to enable it to assign under clause 17.1;
15.	Records and Accounts		
15.1	Provider will, during the term of the Contract and for 7 years after, maintain and keep accurate, complete accounts and records in respect of the performance of the Services, in accordance with internationally accepted accounting principles.	17.4.2	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 will include the waiver of any and all present and future claims to rights of integrity, disclosure and withdrawal and any other rights that may be known as 'moral rights'. In addition, such waiver will explicitly entitle International IDEA to alter the Work in the manner and for the purposes described in clause 17.3); and
15.2	Provider agrees to permit International IDEA, its external auditors or its designated representatives during the term of the Contract and for 7 years after, to inspect and to take copies of its accounts, records or any other relevant financial information concerning the Services. If any amount is found to be due to International IDEA as a result of that inspection, Provider 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.	17.4.3	provide International IDEA with written and signed evidence of such assignments and waivers acquired under clause 17.4.1 and 17.4.2.
16.	Confidentiality	17.5	The Work will be delivered in the form specified in Annex B - Terms of Reference and the Service Order. If requested, the Work will also be delivered in electronic form.
	The Parties acknowledge the likely disclosure to each other of Confidential Information. Each Party agrees not to use the other's Confidential Information other than in performance of its obligations under this Framework Contract or Contract, nor to disclose such information to any person or entity without the prior written consent of the other Party. All Confidential Information will remain the exclusive property of the disclosing Party.	17.6	If Provider wishes to include copyright material in the Work that has been produced by a party other than Provider or Personnel, it must obtain the copyright owner's prior written permission. Such permission must not limit International IDEA's ability to exploit the Work in any way.
17.	Copyright	17.7	Provider will be entitled to use the Work for Provider's professional purposes generally, provided that International IDEA has given its written consent and either appropriate acknowledgement is given to International IDEA or International IDEA's name is not disclosed, whichever is advised by International IDEA.
17.1	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.	17.8	Unless otherwise agreed, International IDEA will acknowledge the contribution by Provider in any publication of the Work by International IDEA. In addition, International IDEA will endeavour to require that a similar undertaking is given in respect of any editions of the Work licensed by International IDEA for publication to third parties. However, no failure by such third parties to comply with this requirement will constitute a breach of the Framework Contract by International IDEA.
17.2	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 17.1.		
17.3	International IDEA will be entitled, in its sole discretion and without informing or consulting with Provider to:		

18.	Warranties and Indemnity		moment to terminate the Framework Contract or the particular Contract on a date mutually agreed.
18.1	Provider undertakes and warrants to International IDEA that:	21.2	The decision to terminate will be signed by the Authorised Representatives of both Parties and will be without prejudice to any other rights of the Parties under the Framework Contract and the relevant Contract.
18.1.1	Provider has the right and power to enter this Framework Contract and each Contract;		
18.1.2	Provider is the legal and beneficial owner of the copyright and all other intellectual property rights in and to the Work or where it is not the owner, it has acquired International IDEA's written permission to include third party material in the Work and has acquired all necessary rights in order to enable International IDEA to exploit the Work as provided for in clause 17.3;	22.	Termination by International IDEA of the Framework Contract and a Contract
18.1.3	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;	22.1	International IDEA may terminate the Framework Contract or a Contract by written notice with immediate effect to Provider (except for the case listed under clause 22.1.6 below, for which there will be written notice of not less than thirty days) if:
18.1.4	the Work will contain nothing defamatory, obscene, improper or blasphemous; and	22.1.1	Provider fails to carry out its obligations set out under the Framework Contract or a Contract and fails to remedy the deficiencies within 10 days of being notified in writing by International IDEA;
18.1.5	in performing its obligations under the Contract, it will comply with all applicable laws, regulations, codes and the Mandatory Policies.	22.1.2	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;
18.2	Provider hereby indemnifies International IDEA from all losses, liabilities, costs and expenses (including legal expenses) it may suffer or incur arising out of a breach or alleged breach by it of any of the warranties in clause 18.1.	22.1.3	Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to clause 37;
19.	Liability	22.1.4	an order is made or a resolution passed for the winding up of Provider or if a receiver is appointed over the whole or any part of its assets, or it is deemed either unable to pay its debts or as having no reasonable prospect of so doing, or suffers any similar proceedings in the territory in which it operates;
19.1	Nothing in this Framework Contract nor any Contract will 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 Framework Contract or a Contract, nor for any other liability the limitation or exclusion of which is not permitted by applicable law.	22.1.5	in the circumstances referred to in clause 27.6; and
19.2	Approval of the Work (or any part of it) will not prevent International IDEA from claiming damages, unless such approval explicitly so states.	22.1.6	International IDEA, for overriding considerations outside the Framework Contract or a Contract, finds it necessary to terminate the Framework Contract or the Contract (as relevant).
19.3	Subject to clause 19.1, each Party's liability under each of the Framework Contract and each Contract is limited in respect of each claim or series of connected claims arising from the same incident, in respect of the relevant agreement, to the greater of: (i) €100,000; or (ii) the total amount of fees International IDEA is due to pay and has paid to Provider under all the Contracts entered into under the Framework Contract in the 12 months prior to the event giving rise to the claim.	22.2	Where circumstances described in clauses 22.1.2, 22.1.3, 22.1.4, and 22.1.5 occur, International IDEA will be entitled to terminate the Framework Contract and all Contracts.
20.	Suspension of Contract	23.	Termination by Provider of Contract
20.1	If required by circumstances and agreed in writing by the Parties, a Contract may be suspended for a limited period of time and resumed as soon as practicable as decided by the Parties.	23.1	Provider may terminate a Contract by providing written notice to International IDEA when a payment has not been made by International IDEA within 30 days of the due payment date and still has not been made within 30 days of a written reminder to International IDEA to make payment.
20.2	Where the Parties agree to suspend a Contract, unless otherwise agreed, the time for performing the Services will be extended for a period equal to the period of suspension.	23.2	Termination by the Provider under clause 23.1 shall enter into effect in no less than 15 days of receipt of the written notice of termination by International IDEA, unless International IDEA makes payment before expiry of such 15 days.
21.	Termination by mutual agreement	24.	Exit Services
21.1	If the Parties consider that due to circumstances, the achievement of the objectives of the Framework Contract or a Contract is no longer possible or not to a satisfactory degree, the Parties may decide at any	24.1	On agreeing to terminate under clause 21, receipt of notice of termination under clause 22 or submission of notice of termination under clause 23, Provider will take immediate steps to terminate the performance of the Services in a prompt and orderly manner, reduce losses, and keep further costs to a minimum.

25.	Effect of expiry or termination		equipment/ facilities used in the performance of the Services or to any Work prepared in the performance of the Services.
25.1	On expiry or termination of the Framework Contract:		
25.1.1	each Contract, shall continue in force until expiry or termination in accordance with its terms;	26.2	International IDEA will retain no responsibility for the above risks or for Provider not taking out the appropriate insurances and will be under no liability in respect of any incidental expenses incurred by Provider in respect of such insurance. Where part of the Services has been sub-contracted in accordance with the provisions of clause 27, Provider will be responsible to ensure that the Sub-Contractors take out the appropriate insurances.
25.1.2	clauses 1, 15, 16, 17, 18, 19, 24, 25, 26, 28, 32, 33, 34, 35, 36 and 37 will remain in effect; and		
25.1.3	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 Framework Contract will remain unaffected.	27.	Sub-contracting
25.2	On expiry or termination of a Contract:	27.1	Except with the prior written approval of International IDEA, Provider may not assign or transfer the Framework Contract or the Contract, nor may Provider sub-contract any third party to carry out any part of the Services.
25.2.1	clauses 1, 14 15, 16, 17, 18, 19, 24, 25, 26, 28, 32, 33, 34, 35, 36 and 37 will remain in effect;	27.2	International IDEA's approval of assignment or transfer of any part of the Framework Contract or Contract or of the engagement of a Sub-Contractor to perform any part of the Services will not exonerate Provider of any of its obligations under this Framework Contract or Contract (as applicable) and Provider will be fully responsible for the co-ordination and execution of all sub-contracted activities and for the performance of its Sub-Contractors. International IDEA recognises no contractual link between itself and Provider's Sub-Contractors.
25.2.2	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 will remain unaffected;	27.3	The sub-contracting and any procurement of services or goods financed by International IDEA under the Contract will observe the principles of sound financial management ensuring transparency, competitive, equitable and unbiased selection, efficiency, high quality and economy.
25.2.3	within 15 days of termination Provider will submit a final report providing full technical and financial information on the activities that were still ongoing under the terminated Contract at the date of termination;	27.4	Failure to comply with the provisions set out in clause 27.3 may result in relevant costs not being considered eligible for funding by International IDEA.
25.2.4	provided termination did not arise as a result of Provider's default, subject to clause 25.2.3, Provider will be entitled to reimbursement for permitted incidental expenses incurred before termination and any fees due for Services performed up to the date of termination;	27.5	Provider undertakes to ensure that in the sub-contracting or procurement of services or goods under a Contract no orders will be placed or contracts awarded to entities associated with terrorism and which appear on the list maintained by the UN Security Council Committee established pursuant to Resolution 1267/1999. The updated list can be accessed at https://www.un.org/sc/suborg/en/sanctions/1267
25.2.5	Provider will provide International IDEA with all Work that is completed or part completed as at the date of termination; and	27.6	Engaging of Provider in corrupt, fraudulent or illegal practices in sub-contracting or procurement under the Contract will result in termination of the Contract and the Framework Contract.
25.2.6	within 15 days of termination, Provider will present to International IDEA an account of any advances received and refund any unspent money,		
25.3	Failure to submit the final report on termination as required by clause 25.2.3 may result in International IDEA refusing to settle any further payment request and recovering any amounts paid in excess of the amounts legitimately due.		
26.	Insurance	28.	Relationship between the Parties
26.1	Provider will 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:	28.1	Provider will perform the Services as an independent contractor. Nothing in the Framework Contract or a Contract will be deemed to create any association, partnership or relationship of principal and agent or employer and employee between the Parties. Provider must not represent itself and must ensure that its Personnel and Sub-Contractors participating in the performance of the Services do not represent themselves as being employees or agents of International IDEA.
26.1.1	compensation claims by third parties and International IDEA in relation to the performance of the Services by Provider and the Personnel;	28.2	Provider will have no claim against International IDEA or otherwise for employee benefits of any kind (e.g. vacation pay, sick leave, social security, health or disability benefits, unemployment insurance benefits, pension, etc.) in relation to the Personnel.
26.1.2	life, health, accident, travel, or other insurance which may be necessary or desirable for the Personnel performing the Services and/or employer's liability, in accordance with the relevant provisions of the law of the country where the Services are carried out;	28.3	Nothing in the Framework Contract or the Contract can under any circumstances be construed as International
26.1.3	insurance against loss of or damage to Provider's property or rented		

	IDEA granting Provider 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.		Contract then that failure or delay will not mean that that Party has waived or been barred from exercising that right or remedy.
28.4	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.	35.	Governing law The Framework Contract and each Contract will be governed by and construed in accordance with the laws of Sweden.
28.5	International IDEA may in writing, for the purpose of a specific assignment, designate Provider to represent International IDEA, for example at conferences and seminars.	36.	Amicable settlement The Parties will use their reasonable efforts to settle amicably all disputes arising out of or in connection with the Framework Contract and each Contract or their interpretation.
29.	Communication between Parties		
29.1	Any notice, request or consent made, required, permitted or given under the Framework Contract or a Contract will be in English, in writing and signed by the Authorised Representative of the initiating Party.	37.	Arbitration
29.2	The communication will be deemed duly given or made when delivered by hand, mail or email to the Authorised Representative of the Party to whom the communication is addressed, using the contact details set out in the SC or as otherwise communicated in writing by either Party.	37.1	Any dispute, controversy or claim which cannot be settled amicably will be submitted to and finally settled by arbitration in the manner described in the remainder of this clause.
29.3	Any notices informing the other Party of a breach of or termination of the Framework Contract or a Contract will be delivered by e-mail and confirmed by post and will be deemed delivered in accordance with clause 29.2 above.	37.2	The arbitration will 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 will apply. In the latter case, the arbitration will be conducted by an arbitral tribunal composed of one arbitrator who, failing agreement between the Parties on the nomination of the arbitrator, will be appointed by the Arbitration Institute of the Stockholm Chamber of Commerce.
30.	Force Majeure		
30.1	Neither Party will be liable for any failure or delay in performing any or all of its obligations under the Framework Contract or a Contract as a result of an event of Force Majeure.	37.3	The decision of the arbitrator will be final and binding on the Parties.
30.2	A Party affected by an event of Force Majeure shall notify as soon as practicable the other Party of the occurrence of such event and afterwards of restoration of normal conditions.	37.4	The place of arbitration will be determined by the Arbitration Institute of the Stockholm Chamber of Commerce.
30.3	Subject to clause 30.4, if an event of Force Majeure occurs, the Services will be suspended for a period equal to the period of suspension.	37.5	English will be the official language to be used in the arbitral proceedings and for all purposes related to arbitration.
30.4	If the event of Force Majeure continues for a period of 4 weeks, a Party not suffering the event may terminate the affected Contract on written notice to the other.		
31.	Modification Any modification of the terms and conditions of the Framework Contract or a Contract shall only be valid if in writing signed by or on behalf of the appropriate Authorised Representatives.		
32.	Severability If any of the provisions of the Framework Contract or a Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Framework Contract or the Contract (as relevant) will be valid and enforceable and the Parties will negotiate in good faith a substitute, valid and enforceable provision, which most nearly effects the Parties' intent on entering into the Framework Contract or Contract (as relevant).		
33.	Entire agreement The Framework Contract and separately each Contract represent the entire terms agreed between the Parties in relation to its respective subject matter. Each overrides all previous contracts or arrangements of any kind between the Parties relating to its subject matter.		
34.	Waiver If either Party fails or delays to exercise any right or remedy available under the Framework Contract or a		