



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

COOPERATION AGREEMENT No.

Project and Work Order:

Project Manager:

1. INTRODUCTION

- 1.1. International IDEA would like you to cooperate with it and you would like to cooperate with International IDEA to implement the Project (defined below).
- 1.2. The Project will be completed in line with the Special Terms set out below and the annexes referred to in row 17 of the Special Terms (together the **Cooperation Agreement**, as further defined in Annex A).
- 1.3. Please read all these documents to understand your rights and obligations as a whole.
- 1.4. If there is any inconsistency between any of the terms of the Special Terms and those of the annexes, these will be dealt with as described in row 17 of the Special Terms.

SPECIAL TERMS

TERMS	KEY TERMS
2. Parties	(1) The International Institute for Democracy and Electoral Assistance (International IDEA) and (2) Full legal name (Operational Partner)
3. Project	The Parties agree to cooperate to implement the project entitled: as detailed in Annex B – Description of Action or Terms of Reference (Project).
4. Start Date	Date
5. Term	The Cooperation Agreement will be in force from the Start Date and unless terminated earlier in accordance with its terms, will continue until the date that the Project has been completed and all obligations of each Party under the Cooperation Agreement have been performed.
6. Implementation Period	(1) Date of commencement of the Project: date (2) Date of completion of the Project: date
7. Submission of the Reports	Operational Partner will deliver: <ul style="list-style-type: none"> Narrative Reports to International IDEA by the following dates: For the period date to date: dates; For the period date to date: dates; Financial Reports to International IDEA by the following dates: For the period date to date: dates; For the period date to date: dates; and the final Financial Report and Narrative Report by date.

TERMS	KEY TERMS
8. Responsibilities in the Implementation of the Project	Operational Partner will implement the Project in accordance with the provisions in Annex B – Description of Action or Terms of Reference.
9. Pre-Existing Material	<p>This means any material produced prior to the Start Date and owned by a Party or a third party, that is contributed by a Party to be included in the New Work. As at the date of this Cooperation Agreement, Operational Partner envisages the following Pre-existing Material being included in the New Work:</p> <p>Owned by Operational Partner ;</p> <p>Owned by third party .</p> <p>The Parties may, by written approval of International IDEA, agree to include additional Pre-existing Material in the New Work.</p>
10. Publication	<ul style="list-style-type: none"> The Project will involve some publishing activity, involving production of description (New Work as defined further in Annex D - Publishing Annex). The responsibilities of each Party in respect of such activity are set out in Annex D – Publishing Annex. <p>or</p> <ul style="list-style-type: none"> The Project will involve no publishing activity.
11. Budget	The Budget, representing the maximum potential cost of implementing the Project is: currency and amount in figures and words as further described in detail in Annex C – Budget. The Budget includes any share of the Budget that is to be covered by Operational Partner or a third party.
12. Responsibilities to finance the Project	<p>International IDEA will finance the implementation of the Project, by way of the Grant.</p> <p>The total amount of funds to be transferred by International IDEA to Operational Partner under this Cooperation Agreement will be up to a maximum amount of currency and amount in figures and words subject to the submission of satisfactory Reports or other documentation specified by International IDEA and compliance with the Agreement.</p>
13. Payment Terms	<p>Without prejudice to the General Terms, payments under this Agreement will be made to Operational Partner as per the following schedule:</p> <ul style="list-style-type: none"> intermediate payment(s) to the amount of currency and amount in figures and words, upon receipt and acceptance by International IDEA of the Report(s) and corresponding intermediate payment request(s) please insert one line for each intermediate payment or delete if not applicable final payment covering any outstanding amounts, upon receipt and acceptance by International IDEA of the final Reports and and corresponding final payment request. <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 General Terms are observed.</p>

TERMS	KEY TERMS												
14. Bank Details	<p>International IDEA will transfer the funds to the following bank account(s):</p> <p>For Operational Partner:</p> <p>Bank Name: name</p> <p>Bank Address: address</p> <p>Account Holder: name of account holder</p> <p>Account Holder's Address: account holder's address</p> <p>IBAN of Account No.: No.</p> <p>BIC/SWIFT: Details.</p> <p>ABA/Routing number/FedWire/Sortcode: number</p> <p>Currency of Account: currency</p>												
15. Authorised Representative s	<p>(1) The representatives of the Parties authorised to sign the Cooperation Agreement and any future amendments to it are:</p> <ul style="list-style-type: none"> name, in their capacity as role for International IDEA: name, in their capacity as role for Operational Partner: <p>or their respective designated representatives.</p> <p>(2) For matters regarding the implementation of the Project, the authorised representatives of the Parties shall be:</p> <ul style="list-style-type: none"> name and role for International IDEA and name and role for Operational Partner <p>or their respective designated representatives.</p>												
16. Communication between the Parties	<p>Any communication between the Parties will be made to the following addresses:</p> <table border="0"> <tr> <td>International IDEA:</td> <td>Operational Partner:</td> </tr> <tr> <td>Address: Strömsborgsborn 1, SE - 103 34 Stockholm, Sweden</td> <td>Name: name</td> </tr> <tr> <td>Telephone: +46 8 698 37 00</td> <td>Registration number: No.</td> </tr> <tr> <td>E-mail: info@idea.int</td> <td>Address: address</td> </tr> <tr> <td></td> <td>Telephone: No.</td> </tr> <tr> <td></td> <td>E-mail: email</td> </tr> </table>	International IDEA:	Operational Partner:	Address: Strömsborgsborn 1, SE - 103 34 Stockholm, Sweden	Name: name	Telephone: +46 8 698 37 00	Registration number: No.	E-mail: info@idea.int	Address: address		Telephone: No.		E-mail: email
International IDEA:	Operational Partner:												
Address: Strömsborgsborn 1, SE - 103 34 Stockholm, Sweden	Name: name												
Telephone: +46 8 698 37 00	Registration number: No.												
E-mail: info@idea.int	Address: address												
	Telephone: No.												
	E-mail: email												
17. Documents that make up the Cooperation Agreement	<p>The individual documents that make up the Cooperation Agreement are as follows:</p> <ol style="list-style-type: none"> these Special Terms Annex A: International IDEA's General Terms for Cooperation Agreements (including its appendices) that are available chrome- here Annex B: Description of Action or Terms of Reference Annex B1: Application of Policies and procedures by Operational Partners Annex C: Budget Annex D: Publishing Annex OR N/A Annex E: Template Invoice Annex F: Standard Forms: <ol style="list-style-type: none"> Financial Report Payment Request <p>If there is a conflict between the provisions of the different documents which form part of the Cooperation Agreement, these Special Terms 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>												
18. Amendments to General Terms	<p>The Parties agree to amend the following clauses in the General Terms as follows: N/A</p>												

For and on behalf of **International**

IDEA:

Name:

Title:

Signature:

Date:

For and on behalf of **Operational**

Partner:

Name:

Title:

Signature:

Date:
