



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE FRAMEWORK AGREEMENT No.

Project Manager:

1. INTRODUCTION

- 1.1. International IDEA would like you to provide, and you would like to provide, the goods and/or services (described below) to International IDEA.
- 1.2. These will be supplied in line with the Special Terms set out below and the annexes referred to in row 12 of the Special Terms (**Agreement**).
- 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 12 of the Special Terms.

SPECIAL TERMS

TERM	KEY TERMS
2. Parties	(1) The International Institute for Democracy and Electoral Assistance (International IDEA) and (2) full legal name (Provider)
3. Start Date	date
4. Agreement Term	This Agreement will be in force from the Start Date and, unless it is terminated earlier in accordance with its terms, will continue for: <ul style="list-style-type: none"> • an initial period of X year(s) (Initial Period); and • further one-year periods thereafter (each a Renewal Period); until terminated by either Party giving the other no less than x months advance written notice to expire at the end of the Initial Period or the current Renewal Period (as relevant).
5. Goods and/or Services	Provider undertakes to provide the goods and/or perform the services as described in, and in accordance with: <ul style="list-style-type: none"> • the specific Service Order or Purchase Order issued for each individual assignment; • Annex B - Terms of Reference or Providers Proposal (whichever is set out in Annex B); and • the remaining Annexes referred to below.
6. Timelines	Provider will carry out the Services in accordance with the timelines specified in the relevant Service Order or Purchase Order as applicable.

TERM	KEY TERMS
7. Price	<p>International IDEA will pay Provider for the goods supplied at the price set out in Annex C - Budget</p> <p>OR</p> <p><u>Variable Price:</u></p> <p>International IDEA will pay Provider fees on a time and material basis (Rates) inclusive of VAT or sales tax and for reimbursable expenses as set out in Annex C – Budget</p> <p>In total, the Price will not exceed: currency and amount in figures and words (Ceiling).</p> <p>These Rates will remain fixed for a period of X years and then will be capable of being increased according to the General Terms.</p>
8. Invoicing	<p>Subject to clause 9 of the General Terms in respect of Goods, or clause 11 of the General Terms in respect of Services, the Price will be paid as follows: specify payment schedule.</p> <p>Provider will invoice International IDEA using the format of the template invoice set out in Annex D – Template Invoice or in a format that is substantially similar, quoting the Service Order number and submitted to Invoices@idea.int.</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"/>
9. Bank Details	<p>International IDEA will transfer payments to Provider's following bank account:</p> <p>Bank Name: name</p> <p>Bank Address: address</p> <p>Account Holder: name</p> <p>Account Holder's Address: address</p> <p>IBAN of Account No.: No.</p> <p>BIC/SWIFT: No.</p> <p>ABA/Routing number/FedWire/Sortcode: insert</p> <p>Currency of Account: currency</p> <p>Any changes to these bank details will need to be agreed in an amendment signed by both Parties.</p>

TERM	KEY TERMS								
10. Authorised Representatives	<p>(1) The Parties' representatives authorised to sign the Agreement and any future amendments are:</p> <ul style="list-style-type: none"> for International IDEA: name in their capacity as role for Provider: name in their capacity as role, or their designated representatives. <p>(2) The Parties' representatives for implementing the Services are:</p> <ul style="list-style-type: none"> Name and role for International IDEA and Name and role for Provider; or their designated representatives. 								
11. Communication between the Parties	<p>Any communication between the Parties will be made at the following addresses:</p> <table> <tr> <td><u>International IDEA:</u></td><td><u>Provider:</u></td></tr> <tr> <td>Address: Strömsborgsbron 1, SE - 103 34 Stockholm, Sweden</td><td>Name: name Address: address</td></tr> <tr> <td>Telephone: +46 8 698 37 00</td><td>Telephone: No.</td></tr> <tr> <td>E-mail: info@idea.int</td><td>E-mail: email</td></tr> </table>	<u>International IDEA:</u>	<u>Provider:</u>	Address: Strömsborgsbron 1, SE - 103 34 Stockholm, Sweden	Name: name Address: address	Telephone: +46 8 698 37 00	Telephone: No.	E-mail: info@idea.int	E-mail: email
<u>International IDEA:</u>	<u>Provider:</u>								
Address: Strömsborgsbron 1, SE - 103 34 Stockholm, Sweden	Name: name Address: address								
Telephone: +46 8 698 37 00	Telephone: No.								
E-mail: info@idea.int	E-mail: email								
12. Documents that make up the Agreement	<p>The individual documents that make up the Agreement are as follows:</p> <ol style="list-style-type: none"> These Special Terms Annex A: International IDEA's General Terms for Supply, Commissioning and Framework Agreements, accessible here Annex B: Terms of Reference OR Providers Proposal OR N/A Annex C: Budget OR N/A Annex D: Template Invoice <p>If there is a conflict between the provisions of the different documents which form part of the 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>								
13. Amendments to the General Terms	N/A								

These Special Terms and the annexes referred to in row 12 above, including [International IDEA's General Terms for Supply, Commissioning and Framework Agreements](#), govern the supply of the Services to International IDEA. By signing below, Provider agrees to supply the Services to International IDEA on these terms.

For and on behalf of **International**

IDEA:

Name:

Title:

Signature:

Date:

For and on behalf of **Provider:**

Name:

Title:

Signature:

Date:
