

## INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE SUPPLY AGREEMENT No.

Project and Work Order number:

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**

TERMS		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. <b>Agreement Term</b> The Agreement will be in force from the Start Date and		The Agreement will be in force from the Start Date and:	
		unless terminated earlier in accordance with its terms, will continue in place until the date for completion of the Services, namely date.	
		OR	
		unless terminated earlier in accordance with its terms, will:	
		<ul> <li>continue for an initial period of X year(s) (Initial Period); and then</li> </ul>	
		<ul> <li>automatically renew for further one year periods after that (each a Renewal Period)</li> </ul>	
		until terminated by either Party giving the other no less than $\mathbf{x}$ 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 will provide the goods and/or services as described in Annex B  — Terms of Reference or Providers Proposal, (whichever is set out in Annex B)	
6.	Personnel	Provider will assign the following personnel to perform the Services:	
		name title	

TERMS		KEY TERMS
7.	Price	<u>Fixed Price</u>
		International IDEA will pay Provider a fixed lump sum of currency and amount in figures and words inclusive of VAT or sales tax.
		OR
		International IDEA will pay Provider for the goods to be supplied in the amounts as set out in Annex C - Budget
		OR
		<u>Variable Price</u> :
		International IDEA will pay Provider fees on a time and material basis ( <b>Rates</b> ) inclusive of VAT or sales tax and for reimbursable expenses as set out in Annex C – Budget
		In total, the Price will not exceed: currency and amount in figure and words ( <b>Ceiling</b> )
8. Payment Terms <u>Fixed Price:</u>		Fixed Price:
		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:
		(i) interim payment in the amount of currency and amount in figures and words, on receipt and acceptance by International IDEA of a progress Report and Deliverable and a corresponding valid invoice: please insert one line for each interim payment or delete if not applicable;
		(ii) final payment in the amount of currency amount in figures and words on receipt and acceptance by International IDEA of Deliverables and/or final Report and a corresponding valid invoice.
		OR .
		<u>Variable Price:</u>
		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:
		(i) interim payment will be made insert regularity of payments if applicable on receipt and acceptance by International IDEA of a progress Report and/or Deliverable and a corresponding valid invoice please insert one line for each intermediate payment or delete if not applicable;
		(ii) final payment on receipt and acceptance by International IDEA of Deliverables and/or final Report and a corresponding valid invoice.
		Provider will invoice International IDEA using the format of the template invoice set out 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.
		All invoices must be submitted with the documents below (tick if required):
		time sheets
		report on progress of the Services $\  \  \  \  \  \  \  \  \  \  \  \  \ $
		original receipts □

TERMS		KEY TERMS		
9.	Bank Details	International IDEA will transfer payments to Provider's bank account:  Bank Name: name  Bank Address: address  Account Holder: name  Account Holder's Address: address  IBAN of Account No.: No.  BIC/SWIFT: No.  ABA/Routing number/FedWire/Sortcode: No.  Currency of Account: currency  Any changes to these bank details will need to be agreed in an amendment signed by both Parties.		
10.	Authorised Representatives	<ul> <li>(1) The Parties' representatives authorised to sign the Agreement and any future amendments are: <ul> <li>for International IDEA: name in their capacity as role</li> <li>for Provider: name in their capacity as role</li> <li>or their respective designated representatives.</li> </ul> </li> <li>(2) The Parties' representatives for implementing the Services are: <ul> <li>name and role for International IDEA and</li> <li>name and role for Provider;</li> <li>or their respective designated representatives.</li> </ul> </li> </ul>		
11.	Communication between the Parties	Any communication between the Parties will be made at the following addresses:  International IDEA:  Address: Strömsborgsbron 1, SE- 103 34 Stockholm, Sweden Telephone: +46 8 698 3700 E-mail: info@idea.int  Provider:  Name: name Address: address Telephone: No. E-mail: email		
12.	Documents that make up the Agreement	The individual documents that make up the Agreement are as follows:  1. These Special Terms 2. Annex A: International IDEA's General Terms for Supply, Commissioning and Framework Agreements, accessible here 3. Annex B: Terms of Reference OR Providers Proposal OR N/A 4. Annex C: Budget OR N/A 5. Annex D: Template Invoice  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.		

Т	ERMS	KEY TERMS
13.	Amendments to the General Terms	N/A

These Special Terms and the annexes referred to in row 12 above, including <u>International IDEA's</u> <u>General Terms for Supply, Commissioning and Framework Agreements</u> 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 <b>Interna</b>	tional For and on behalf of <b>Provider:</b>
IDEA:	Name:
Name:	
	Title:
Title:	
	Signature:
Signature:	
Date:	Date: