



**INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE**  
**COOPERATION CONTRACT 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 Services (described below).
- 1.2. The Services will be completed in line with the Special Terms set out below and the annexes referred to in row 17 of the Special Terms (the **Contract**).
- 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. <b>Parties</b>	(1) <b>The International Institute for Democracy and Electoral Assistance (International IDEA)</b> and (2) [ ] ( <b>Provider</b> )
3. <b>Services</b>	The Parties agree to cooperate to implement the services entitled:[ ] (as detailed in Annex B – Terms of Reference ( <b>Services</b> )).
4. <b>Start Date</b>	[ ]
5. <b>Contract Term</b>	The Contract will be in force from the Start Date and unless terminated earlier it will continue until the date that the Services have been completed and all obligations of each Party under the Contract have been performed ( <b>End Date</b> ).
6. <b>Implementation Period</b>	(1) Date of commencement of the Services: [ ] (2) Date of completion of the Services: [ ]
7. <b>Submission of the Final Reports</b>	The final Financial Report and Narrative Report will be submitted within [ ] of the end of the Implementation Period.
8. <b>Responsibilities in the Implementation of the Services</b>	The Services will be implemented by the Provider in accordance with the detailed provisions in Annex B – Terms of Reference.

<p>9. <b>Pre-Existing Material</b></p>	<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 Contract, the Provider envisages the following Pre-existing Material being included in the New Work:</p> <p>Owned by Provider [                    ];</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>
<p>10. <b>Publication</b></p>	<p><i>[Please select one of the options below by ticking the appropriate check box.]</i></p> <p><input type="checkbox"/> The Services will involve some publishing activity, involving production of [    ] (<b>New Work</b> as defined in Annex D - Publishing Annex). The responsibilities of each Party in respect of such activity are set out in Annex D – Publishing Annex.</p> <p><i>or</i></p> <p><input type="checkbox"/> The Services will involve no publishing activity.</p>
<p>11. <b>Budget</b></p>	<p>The Budget, representing the total cost of implementing the Services is: [            ], as further described in detail in Annex C – Budget.</p>
<p>12. <b>Responsibilities in Financing the Services</b></p>	<p>International IDEA will finance the implementation of the Services, in the way described in the Budget, up to a maximum amount of [            ] (<b>Ceiling</b>).</p> <p>The total amount to be transferred by International IDEA to the Provider under this Contract will be established in accordance with paragraphs 7.1 to 7.4 of Appendix 2 (Additional Terms for Cooperation Contracts) of the General Terms.</p>
<p>13. <b>Payment Terms</b></p>	<p>Without prejudice to paragraph 6 of Appendix 2 (Additional Terms for Cooperation Contracts) of the General Terms, payments under this Agreement will be made to the Provider as per the following schedule:</p> <p>To the Provider:</p> <ul style="list-style-type: none"> <li>• intermediate payment(s) to the amount of [currency] [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]</li> <li>• final payment covering any outstanding amounts, upon receipt and acceptance by International IDEA of the final Reports and and corresponding final payment request.</li> </ul> <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>
<p>14. <b>Bank Details</b></p>	<p>International IDEA will transfer the funds to the following bank account(s):</p> <p>For the Provider:</p> <p><b>Bank Name:</b></p> <p><b>Bank Address:</b></p> <p><b>Account Holder:</b></p> <p><b>Account Holder’s Address:</b></p> <p><b>IBAN of Account No.:</b></p> <p><b>BIC/SWIFT:</b></p> <p><b>ABA/Routing number/FedWire/Sortcode:</b></p> <p><b>Currency of Account:</b></p>

<p>15. <b>Authorised Representatives</b></p>	<p>(1) The representatives of the Parties authorised to sign the Contract and any future amendments to it are:</p> <ul style="list-style-type: none"> <li>▪ [ ], in his/her capacity as [ ] for International IDEA:</li> <li>▪ [ ], in his/her capacity as [ ] for the Provider:</li> </ul> <p>or their designated representatives.</p> <p>(2) For matters regarding the implementation of the Services, the authorised representatives of the Parties shall be: [ ] for International IDEA [and] [ ] for the Provider or their designated representatives.</p>		
<p>16. <b>Communication between the Parties</b></p>	<p>Any communication between the Parties will be made to the following addresses:</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p><b><u>International IDEA:</u></b>  Address: Strömsborg, SE - 103 34  Stockholm, Sweden  Telephone: +46 8 698 37 00  E-mail: info@idea.int</p> </td> <td style="vertical-align: top; padding-left: 20px;"> <p><b><u>The Provider:</u></b>  Address:  Telephone:  E-mail:</p> </td> </tr> </table>	<p><b><u>International IDEA:</u></b>  Address: Strömsborg, SE - 103 34  Stockholm, Sweden  Telephone: +46 8 698 37 00  E-mail: info@idea.int</p>	<p><b><u>The Provider:</u></b>  Address:  Telephone:  E-mail:</p>
<p><b><u>International IDEA:</u></b>  Address: Strömsborg, SE - 103 34  Stockholm, Sweden  Telephone: +46 8 698 37 00  E-mail: info@idea.int</p>	<p><b><u>The Provider:</u></b>  Address:  Telephone:  E-mail:</p>		
<p>17. <b>Documents that make up Contract</b></p>	<p>The individual documents that make up the Contract are as follows:</p> <ol style="list-style-type: none"> <li>1. these Special Terms</li> <li>2. Annex A: General Terms (including its appendices)</li> <li>3. Annex B: Terms of Reference <b>OR</b> N/A</li> <li>4. Annex B1: Application of Policies and Procedures by Operating Partners</li> <li>5. Annex C: Budget</li> <li>6. Annex D: Publishing Annex <b>OR</b> N/A</li> <li>7. Annex E: Data Protection <b>OR</b> N/A</li> <li>8. Annex F: Template Invoice</li> <li>9. Annex G: Provider's Proposal <b>OR</b> N/A</li> <li>10. Annex H: Standard Forms <b>OR</b> N/A: <ol style="list-style-type: none"> <li>H1. Financial Report</li> <li>H2. Payment Request</li> </ol> </li> </ol> <p>If there is a conflict between the provisions of the different documents which form part of the Contract, 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>		
<p>18. <b>Amendments to General Terms</b></p>	<p>The Parties agree to amend the following clauses in the General Terms as follows:</p> <p>clause [x] will be considered deleted and replaced with: [insert new provision]</p>		

For and on behalf of **International**

**IDEA:**

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

For and on behalf of **Provider:**

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_