



INTERNATIONAL INSTITUTE FOR DEMOCRACY AND ELECTORAL ASSISTANCE

COMMISSIONING CONTRACT No.

PROJECT AND WORK ORDER NUMBER:

PROJECT MANAGER:

1. INTRODUCTION

- 1.1. International IDEA would like you to create and provide, and you would like to create and provide, the Deliverable (described below) which is intended to be part of a New Work devised and developed for publication by International IDEA.
- 1.2. The Deliverable will be provided in line with the Special Terms set out below and the annexes referred to in row 16 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 16 of the Special Terms.

SPECIAL TERMS

TERMS	KEY TERMS
2. Parties:	(1) The International Institute for Democracy and Electoral Assistance (International IDEA) and (2) [] [and ____] [together referred to as] (Provider).
3. Start Date:	[]
4. Provider's Role:	<i>Please select one of the options below by ticking the appropriate check box.</i> <input type="checkbox"/> (1) Author of the Deliverable <input type="checkbox"/> (2) Lead Provider <input type="checkbox"/> (3) Co-Authors of the Deliverable <input type="checkbox"/> (4) Lead Author and Co-Author(s) of the Deliverable respectively <input type="checkbox"/> (5) Institutional Provider. The name of the Author(s) of the Deliverable is .
5. Specifications for Deliverable:	Type (e.g. chapter, article, case study): [] Provisional title: [] Length (e.g. no of words, pages): [] Language: [] The Deliverable shall be developed as per the specifications in Annex B – Terms of Reference.
6. New Work:	The prospective work in which the Deliverable is intended to be included entitled: []

TERMS	KEY TERMS
7. Timeline:	(1) Date of commencement of work on Deliverable: [] (2) Date of delivery of the Deliverable: [] (3) Date of delivery of the Additional Material: []
8. Grant of Rights by the Provider:	The Provider transfers to International IDEA the rights set out in clause 16 of the General Terms to enable International IDEA to publish, distribute and make the Deliverable available in any form as part of the New Work, by itself or as part of any other work throughout the world in all languages and to sub-licence any such rights.
9. Additional Material to be Provided by the Provider:	Provider to give the following Additional Materials in accordance with row 7: (1) A biography of the Provider of 100 – 150 words to include key information such as present position and employment, education, achievements or publications; (2) A complete list of the material taken by the Provider from other sources for inclusion in the Deliverable (including Pre-existing Material); and (3) The original written permission(s) from owner(s) of the Pre-existing Material to include such material in the Deliverable. Additional requirements: []
10. Pre-Existing Material	This means any material produced prior to the Start Date and owned either by Provider or a third party that is proposed to be included in the Deliverable. As at the date of this Contract, the Parties envisage the following Pre-existing Material being included in the Deliverable: Owned by Provider []; Owned by third party []. The Parties may by written approval of International IDEA agree to include additional Pre-existing Material in the Deliverable.
11. Fee and Reimbursable Expenses:	For producing the Deliverable and granting all rights as per clause 16 of the General Terms, International IDEA will pay the Provider: (1) a fee of: [] [], inclusive of any applicable VAT or sales tax (2) reimbursable expenses up to a ceiling of: [] (Ceiling) [as per the Annex C – Budget].
12. Payment Terms:	Invoices can be issued as per the following: (1) Fee: (i) on delivery and acceptance by International IDEA of the Deliverable: [] (ii) on publication: [] (2) Reimbursable expenses: []

TERMS	KEY TERMS														
13. Bank Details:	<p>International IDEA will transfer payments to the Provider's following bank account or to a replacement bank account that the Provider notifies to International IDEA in writing:</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>														
14. Authorised Representatives:	<p>(1) The representatives of each Party authorised to sign the Contract and any future amendments to the Contract are:</p> <ul style="list-style-type: none"> ▪ [] in their capacity as [] for International IDEA. ▪ [] in their capacity as [] for the Provider. <p>or their designated representatives.</p> <p>(2) For matters regarding the performance of the assignment, the authorised representatives of each of the Parties shall be: [] for International IDEA and [] for the Provider, or their designated representatives.</p>														
15. Communication Between the Parties:	<p>Any communication between the Parties shall be made at the following addresses:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><u>International IDEA:</u></td> <td style="width: 50%;"><u>The Provider:</u></td> </tr> <tr> <td>Address:</td> <td>Name:</td> </tr> <tr> <td>Strömsborg,</td> <td>Address:</td> </tr> <tr> <td>SE - 103 34</td> <td>Telephone:</td> </tr> <tr> <td>Stockholm, Sweden</td> <td>E-mail:</td> </tr> <tr> <td>Telephone: +46 8 698 37 00</td> <td></td> </tr> <tr> <td>E-mail: info@idea.int</td> <td></td> </tr> </table>	<u>International IDEA:</u>	<u>The Provider:</u>	Address:	Name:	Strömsborg,	Address:	SE - 103 34	Telephone:	Stockholm, Sweden	E-mail:	Telephone: +46 8 698 37 00		E-mail: info@idea.int	
<u>International IDEA:</u>	<u>The Provider:</u>														
Address:	Name:														
Strömsborg,	Address:														
SE - 103 34	Telephone:														
Stockholm, Sweden	E-mail:														
Telephone: +46 8 698 37 00															
E-mail: info@idea.int															
16. Document that make up Contract	<p>The individual documents that make up the Contract are as follows:</p> <ol style="list-style-type: none"> 1. These Special Terms 2. Annex A: General Terms (including its appendices) 3. Annex B: Terms of Reference OR N/A 4. Annex C: Budget OR N/A 5. Annex D: Publishing Annex OR N/A 6. Annex E: Data Protection OR N/A 7. Annex F: Template Invoice 8. Annex G: Provider's Proposal OR N/A 9. Annex H: Standard Forms OR N/A: <ol style="list-style-type: none"> H1. Financial Report H2. Payment Request <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>														
17. Amendment to General Terms:	<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:
