IMS

To whom it may concern

Date: July 16, 2026

Request for Tender

Unlocking Domestic Capital for Independent Media: Financing Ecosystem Mapping and Media Sector Analysis

Dear Sir/Madam,

IMS is inviting interested bidders to offer its services to complete the assignment described in this Request for Tender (RFT). Please note the information on Tender Format and Selection Criteria below.

Please submit your tender clearly marked with:

"RFT IMS-05517 by registered e-mail to: procurement@mediasupport.org

The deadline for receipt of your tender is: August 16, 2026, 23:59:59 CET (Central European Time).

Tenders received after the deadline **will** be rejected.

If you do not receive a confirmation from IMS, please contact IMS for verification of receipt.

Your tender shall be composed of a technical and a financial proposal as per the following instructions and in accordance with the requirements specified in this Request for Tender:

1. Technical proposal, containing:
   - CV(s) of the proposed expert(s), including a description of the proposed team composition and allocation of responsibilities, where applicable
   - Proposed methodology
   - References for comparable assignments

2. Financial proposal, containing:
   - Daily rates for the proposed expert(s) and, where applicable, other relevant personnel categories
   - Any country-specific or regional pricing assumptions, where applicable;
   - Any assumptions underpinning the pricing structure;
   - Information on applicable taxes and fees.

Country-specific assignments under the framework agreement may subsequently be commissioned on a lump-sum basis using the agreed rates and scope of work for each call-off assignment.

Your tender should be valid for no less than 30 days from the deadline for receipt of the tenders. IMS will strive to notify all bidders of the outcome of their tenders within 30 days after the closure of the tendering period.

The Contract will be awarded to the Bidder offering the best value for money with reference to the selection criteria.

By participating in this tender, the Bidder accepts IMS general conditions for Framework Agreements (Annex I).

ADDRESS
IMS
(International
Media Support)
VOX House
Lyngbyvej 100
2100 Copenhagen Ø
Denmark

EMAIL
info@mediasupport.org

WWW
mediasupport.org

IMS reserves the right to reject a bid, if it without reasonable doubt, determines that the Bidder has engaged in corrupt, fraudulent, collusive, or coercive practices.

All enquires and questions should be addressed to pch@mediasupport.org.

Yours sincerely

Pavlo Chmutov, Programme Controller

Request for Tender

1. Introduction

International Media Support (IMS) seeks to establish a pool of qualified service providers through framework agreements to deliver recurring country-level research and advisory services focused on unlocking domestic capital for independent public-interest media. IMS reserves the right to enter into more than one framework agreement as a result of this tender.

Across Europe and neighbouring regions, many independent media organisations remain heavily dependent on international donor funding while facing limited access to local commercial, philanthropic, and investment capital. Through this tender, IMS aims to identify service providers capable of conducting in-depth market intelligence and capital ecosystem analysis in multiple countries, including but not limited to Armenia, Ukraine, Moldova, and Bosnia and Herzegovina.

The assignment will support IMS and its partners in developing evidence-based sustainability strategies that diversify media financing, strengthen investment readiness, and expand access to domestic sources of capital. Applications are welcome from individual consultants, companies and consortia with the required expertise and capacity to deliver the requested services.

2. Objectives

The overall objective of the assignment is to strengthen the long-term viability and resilience of independent public-interest media by identifying opportunities to unlock domestic capital streams and reduce reliance on traditional foreign grant funding.

The assignment will generate evidence, analysis and practical recommendations to support media organisations and IMS programmes in developing sustainable, diverse and ethically sound financing strategies.

Specific objectives include:

Diversification of revenue and financing sources

Identify, assess and prioritise underutilised local commercial, philanthropic, investment and financing opportunities that can contribute to the sustainability and growth of independent media organisations.

Mapping the capital ecosystem

Develop a comprehensive understanding of existing and potential sources of domestic capital available to independent media, including philanthropic actors, private-sector actors, financial institutions, impact investors, high-net-worth individuals, foundations, corporate social responsibility programmes, and other relevant stakeholders.

Access to finance

Assess the availability, accessibility and suitability of debt, equity, philanthropic and blended-finance instruments for independent media organisations, and identify pathways to improve access to capital for sector growth and sustainability.

Legal and regulatory analysis

Assess the legal, fiscal and regulatory environment governing access to private capital and domestic financing for independent media organisations, identifying key opportunities, barriers and enabling conditions.

Media sector viability assessment

Analyse the characteristics, business models, growth potential, financial sustainability, financing needs and investment readiness of independent media organisations, including their capacity to attract and effectively utilise different forms of capital.

Gender, diversity and inclusion

Apply a gender, diversity and inclusion lens across all areas of analysis. The assessment should examine whether different types of media organisations – including women-led, minority-led, community-based and other underrepresented media actors – face distinct barriers in accessing capital and financing opportunities. The assignment should identify how financing mechanisms, investment criteria and support structures can promote more equitable access to resources and contribute to a diverse, inclusive and representative media ecosystem.

Ethical and independent financing

Assess the ethical implications, risks and opportunities associated with different funding and financing sources. This should include consideration of editorial independence, conflicts of interest, political or commercial influence, transparency, accountability and alignment with democratic values and human rights principles. Recommendations should seek to identify financing approaches that strengthen the long-term sustainability of independent media while safeguarding media freedom, integrity and public trust.

Intervention design

Develop practical recommendations that can inform future sustainability programmes, financing mechanisms, blended-finance approaches and capital mobilisation strategies that strengthen the long-term viability, independence and resilience of the media sector.

The scope of work and time-period of the Contract are described in Sections 3-4 below.

3. Scope of Work

The selected service provider(s) will deliver recurring country-level research and advisory services aimed at identifying opportunities to strengthen the financial sustainability of independent public-interest media through improved access to domestic capital. The service provider is expected to work closely with relevant IMS programme teams throughout the assignment to ensure findings are actionable, contextually relevant and aligned with programme needs. The assignment is primarily research- and advisory-focused and should result in evidence-based analysis, practical recommendations and presentations of findings to IMS staff and, where agreed with IMS, media partners and other relevant stakeholder

Assignments may be commissioned in multiple countries, including but not limited to Armenia, Ukraine, Moldova and Bosnia and Herzegovina.

The assignment should include the following key components and deliverables:

Capital Ecosystem and Financing Landscape Mapping

Conduct research and stakeholder analysis to identify and assess domestic sources of capital that may support independent media, including philanthropic, commercial, investment and financing actors. The analysis should explore the suitability, accessibility and potential of different forms of capital, such as sponsorships, donations, loans, investments and blended-finance mechanisms.

The primary output should be a structured and actionable intelligence tool that identifies relevant capital providers, assesses their potential fit for independent media, and outlines possible engagement pathways.

Legal and Regulatory Analysis

Assess the legal, fiscal and regulatory environment affecting media organisations' ability to access domestic capital and financing. The analysis should identify key opportunities, barriers and considerations relevant to future sustainability interventions.

Independent Media Viability and Capital Readiness Assessment

Assess the business models, sustainability challenges, growth potential and financing needs of independent media organisations, including their readiness to attract and manage external capital. Particular attention should be paid to opportunities and barriers related to debt financing, investment, philanthropy and other forms of domestic capital.

Recommendations and Intervention Design

Develop practical recommendations for strengthening access to domestic capital and increasing investment readiness among independent media organisations. Recommendations should inform future IMS programming and may include approaches related to philanthropy, commercial partnerships, lending, investment, blended finance and other sustainability mechanisms.

Deliverables

Depending on the assignment, deliverables may include:

- Capital ecosystem and financing landscape mapping;
- Legal, fiscal and regulatory environment analyses;
- Independent media viability, financing-needs and capital-readiness assessments;
- Country-specific recommendations and intervention designs aimed at strengthening access to domestic capital;
- Operational guidance and strategic recommendations for capital mobilisation and sustainability interventions;
- Presentations, workshops, validation sessions or briefing meetings for IMS staff, media partners and other relevant stakeholders, as agreed with IMS;
- Participation in coordination meetings with IMS programme teams to discuss findings, validate assumptions, and support the application of research findings to programme design and implementation.

Deliverables should be designed for practical application and support decision-making by IMS and its partners. The supplier may be requested to present findings, facilitate discussions and contribute to the translation of research insights into programme strategies, interventions and capacity development activities.

4. Timing and Duration of the Contract

IMS aims at concluding the tender process by August 31, 2026 and enter into a contract with the Supplier on September 1, 2026. The assignment is expected to start on September 1, 2026 and will remain in force by August 31, 2027 with possible extension if motivated by operational reasons for no longer than 3 years total.

The contract may be subject to prolongation, if deemed necessary to fulfil the objectives of the assignment. IMS and the Supplier will negotiate the conditions of any such prolongation.

5. Methodology and Approach (maximum 35 points)

The bidder should propose a methodology and work plan for conducting country-level capital ecosystem and financing landscape analyses, legal and regulatory assessments, and independent media viability assessments.

IMS will assess:

- Demonstrated understanding of independent media sustainability challenges, financing needs and barriers to accessing capital;
- Understanding of local business, financial, philanthropic and media ecosystems;
- Appropriateness and robustness of the proposed research methodology and analytical framework;
- Ability to combine desk research with stakeholder consultations, interviews and market validation;
- Ability to identify and assess a broad range of capital sources and financing mechanisms, including philanthropy, commercial partnerships, lending, investment and blended-finance opportunities;
- Capacity to produce practical, evidence-based and actionable recommendations tailored to different country contexts;
- Quality assurance mechanisms and the ability to apply a consistent analytical framework across multiple countries;
- Feasibility of the proposed work plan and delivery timelines.

A total maximum score of 35 points will be allocated to the Methodology and Approach.

6. Team Composition, Expertise and Market Access (maximum 20 points)

The bidder must demonstrate access to qualified experts capable of delivering assignments across multiple countries and sectors relevant to this tender.

The bidder shall provide CVs of the proposed expert(s) and, where applicable, describe the team composition, and allocation of responsibilities. The bidder should also demonstrate access to relevant local expertise and in-country research capacity that may be mobilised for specific assignments. Experts and local researchers should possess strong knowledge of the business, financial, philanthropic and media sectors and maintain trusted professional networks that enable access to relevant stakeholders for interviews, consultations and validation of findings.

IMS will assess:

- Qualifications and expertise of the proposed expert(s) and, where applicable, the proposed team, in relevant subject areas, including media sustainability, finance, investment, philanthropy, economic development and market research;
- Capacity to access and mobilise trusted and experienced local researchers and subject-matter experts, as required for specific assignments;
- Understanding of relevant country contexts;
- Access to stakeholder networks across business, financial, philanthropic, investment and media ecosystems;
- Capacity to mobilise relevant expertise efficiently across multiple countries;
- Mechanisms to ensure quality assurance, consistency and knowledge sharing across assignments and, where applicable, across team members and country-level experts.

Upon request by IMS, the bidder shall be able to verify qualifications and experience through references, previous assignments, or other relevant documentation.

A total maximum score of 20 points will be allocated to Team Composition, Staffing, Expertise and Market Access.

7. Previous experience and track record (maximum 20 points)

The bidder should demonstrate substantial experience in undertaking assignments of similar nature and complexity.

The bidder should submit at least two references of completed assignments relevant to the scope of this tender.

References should demonstrate experience in at least two of the following areas:

- Capital ecosystem mapping and market intelligence;
- Philanthropy, impact investing, blended finance or private-sector engagement;
- Banking, financing ecosystems and access-to-finance analysis;
- Investment-readiness assessments;
- Economic and private-sector development research;
- Media sector research and sustainability analysis;
- Media development and public-interest media support;
- Stakeholder and ecosystem analysis in emerging, fragile or transitional markets.

Preference will be given to bidders that can demonstrate:

- Proven experience delivering comparable assignments in multiple countries and/or regional contexts;
- Strong understanding of capital ecosystems and domestic financing mechanisms;
- Experience analysing media business models, sustainability challenges, financing strategies, and growth opportunities;
- Experience working in emerging, transitional, fragile or high-risk environments;
- A track record of producing actionable recommendations that informed programme design, financing strategies, investment approaches or sector-development initiatives.

For each reference, the bidder must provide:

- Client;
- Country and period of implementation;
- Type of assignment;
- Funding source, where applicable and permissible to disclose;
- Contact person and/or email address for verification.

A total maximum score of 20 points will be allocated to Previous Experience and Track Record.

8. Reporting

All reports under this Contract are to be written in English.

9. Financial proposal

The bidder shall provide daily rates for the proposed expert(s) and, where applicable, other categories of personnel that may be engaged in future assignments under the framework agreement. IMS may commission country-specific assignments based on agreed scopes of work and estimated level of effort.

The financial proposal should clearly specify:

- daily rates for key expert(s) and other relevant personnel categories, where applicable;
- any country-specific or regional pricing assumptions, where applicable;

- any assumptions underpinning the pricing structure;
- all applicable taxes and fees.

The proposed fees shall be inclusive of VAT and all other applicable taxes. Travel and other assignment-related expenses may be reimbursed where expressly approved by IMS and provided for in the relevant country specific assignment and contract provisions. IMS will not reimburse expenditures beyond those explicitly agreed in the Contract.

IMS shall under **no circumstances** be responsible for any payments of social charges, personal income taxes, value added taxes (VAT), and other statutory contributions which may be imposed on the Supplier in relation to this Contract.

A total maximum score of 25 points will be allocated to the Financial Proposal.

10. Conflict of Interest

IMS defines a conflict of interest as a situation where a person involved with IMS or acting on behalf of IMS has a direct or indirect personal, financial, or business interest in a decision or action by IMS. Any existing or potential conflicts of interest concerning this RFT must be brought to the attention of IMS. IMS reserves the right to exclude a bid that is subject to a conflict of interest.

11. Selection criteria and evaluation method

IMS will apply a combined weighted average scoring method for evaluating tenders.

The maximum score for the technical proposal is **75 points**.

The maximum score for the financial proposal is **25 points**.

The maximum score of **25 points** for the financial proposal will be awarded to the lowest priced tender. Financial proposals will be scored in proportion to the lowest price as follows:

Score for Price Proposal X = Lowest Price Proposal × 25 / Price Proposal X

The selection criteria are as follows:

Criteria	**Maximum Points**
Technical Proposal	**75**
Methodology and Approach	35
Team Composition, Expertise and Market Access	20
Previous Experience and Track Record	20
Financial Proposal	**25**
Price	25
TOTAL	**100**

The detailed requirements and assessment criteria for the technical proposal are described in Sections 5–7 of this Request for Tender.

12. Submission and format of tender

The tender shall be submitted to IMS electronically to procurement@mediasupport.org in any of the following formats: .docx, .pdf, .ppx, marked with **"RFT IMS-05517"**.

The tender shall be composed of the following parts:

1. Technical proposal, containing:
- CV(s) of the proposed expert(s), including a description of the proposed team composition and allocation of responsibilities, where applicable
- Proposed methodology
- References for comparable assignments

2. Financial proposal, containing:
- Daily rates for the proposed expert(s) and, where applicable, other relevant personnel categories
- Any country-specific or regional pricing assumptions, where applicable;
- Any assumptions underpinning the pricing structure;
- Information on applicable taxes and fees.

13. Questions

Questions regarding this request for tender can be sent via email until August 6, 2026. Please send questions to pch@mediasupport.org with the subject line "Inquiry regarding Request for Tender IMS-05517". Questions and answers will be distributed among responsive bidders and published on a web-site with original advertisement.

14. Ownership and Intellectual Property

Where the winning bidder's proposal leads to a Contract between IMS and the Supplier, it is a requirement, that IMS acquire all rights and sole property to any material produced under such a Contract.

15. Confidentiality

IMS acquires and retains the ownership of all tenders received. IMS will maintain the confidentiality of prices, terms and conditions of all tenders received.

16. Exclusion grounds

IMS reserves the right to exclude bids that are:

- Subject to a conflict of interest as defined in the attached General Conditions, article 10;
- Based on a misrepresentation of information required by IMS as a condition to participate in the contract or failure to supply this information;
- Submitted by bidders that are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Submitted by bidders that are convicted of an offence concerning their professional conduct by a judgment, which has the force of res judicata;
- Submitted by bidders that are guilty of grave professional misconduct proven by any means, which IMS can justify.

17. Processing of personal data

IMS will process the personal data included in tender documents and communications received from bidders in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR"). IMS ensures that all personal data is handled with the utmost confidentiality and security, adhering to GDPR principles. This includes, but is not limited to, the lawful and transparent collection, storage, use, and transmission of personal data. IMS will only process personal data as necessary for the purpose of evaluating and managing tenders, and will ensure that such data is not disclosed to unauthorized parties. All bidders have the right to access, rectify, and request the deletion of their personal data in compliance with GDPR.

18. Attachments

- Draft Framework Agreement – specific and general conditions and call-off order (Annex I)

Annex II

Draft Framework Agreement

Instructions to candidates: At this stage of the Request for Tender this document is for your information and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a Contractor has been selected, and the “draft” Contract will then become the “final” Contract” between the Contracting Authority and the successful Contractor.

Between International Media Support (IMS) VOX House Lyngbyvej 100 2100 Copenhagen Ø Denmark CVR No.: 26487013 Telephone: +45 8832 7000 (hereinafter referred to as “IMS”)	*and* [Insert name of person/company] Address Registration number: Contact person: Mobile phone: E-mail: (Hereinafter referred to as “the service provider”)

PART 1. SPECIFIC CONDITIONS

1. ASSIGNMENT

The service provider is hereby Framework agreemented by IMS to fulfil the tasks of [……..]. The scope of work constitutes the following services:

- ….

Under the provisions of this framework agreement, upon the request of IMS, the service provider shall undertake individual assignments as defined in a call-off order.

This framework agreement does not contain any guarantee for volume or number of assignments.

2. FRAMEWORK AGEREEMENT PERIOD

The Framework agreement period is 1 year from the date of signing.

The Framework agreement will be subject to prolongation if motivated by operational reasons for no more than 3 years total.

3. FEE AND ELIGIBLE EXPENSES

If an assignment under this framework agreement contains eligible expenses, these must be reasonable, relate to the agreement, and fall within the agreement period.

OUTPUT BASED

The daily fee for ……………………………is listed below:

4. **PAYMENT CONDITIONS**

1. **Social charges, taxes, etc.**

The service provider shall be responsible for all payments of social charges, personal income taxes, value added taxes (VAT), and other statutory contributions which may be imposed on the service provider in relation to this framework agreement. IMS shall under no circumstances be required to make any such payments.

2. **Payment of fee**

Payments will be transferred to the bank account of the service provider as follows:

3. **Payment of eligible expenses**

Eligible expenses to be reimbursed:

Eligible expenses are subject to reimbursement upon submission of the annexed expense report with original receipts, i.e. actual expenses documented by invoices / receipts from a third party for all the items purchased and covered by the IMS funds, including communication expenses. For flight costs to be eligible, boarding card stubs or digital captures of electronic boarding cards must be submitted as proof of travel.

5. **TERMS OF ENGAGEMENT**

A call-off order will be issued by IMS for each assignment to be performed by the service provider under this framework agreement. The call-off order contains the scope of work for the individual assignment and it can have a terms of reference attached to it. The call-off order will become effective when it has been signed by both parties.

6. **ANNEXES**

1. Call-off order

PART 2. GENERAL CONDITIONS

I. DELEGATION OF RESPONSIBILITES

The Service provider may not assign or delegate any of the assignments or responsibilities relating to this Framework agreement to another legal entity, without the written consent of IMS.

It is the responsibility of the Service provider, that any individual or entity, to whom the Service provider delegates the assignments or responsibilities related to this Framework agreement, complies with terms of this Framework agreement.

II. TRAVEL

All international travel for IMS must be approved prior to departure. Upon approval, IMS Travel Guidelines will be sent to the service provider. By signing this Framework agreement, the service provider confirms that the IMS Travel Guidelines, including standards and maximum rates specified therein, will be strictly adhered to.

III. TRAVEL INSURANCE

International travel insurance is provided by IMS. This insurance only covers activities related to this Framework agreement. Travel in current, registered country of residence or employment is not insured by IMS. If the service provider already has separate travel and safety insurance, the service provider must inform IMS thereof.

IV. SAFETY

If the consultancy involves travel IMS will provide information on safety procedures. By signing this Framework agreement, the service provider accepts the IMS safety procedures and any subsequent safety instructions by IMS. Failure to comply with the IMS safety procedures or instructions will constitute a breach of Framework agreement.

V. CONFLICT OF INTEREST

The service provider warrants that there is no separate interest, either current or reasonably foreseeable, which will create a conflict of interest related to this Framework agreement.

Should a conflict of interest arise or be foreseen by the service provider, the service provider must immediately bring this to the attention of IMS and cease the affected activities.

VI. MANDATE

The service provider shall not engage in activities or enter into agreements that commit IMS to any expenses or courses of action without having obtained the prior written consent of IMS. The service provider is liable for any obligations including financial obligations that might pertain from such activities.

VII. ETHICS

No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted - neither directly nor indirectly - as an inducement or reward in relation to activities funded under this Framework agreement, incl. tendering, award or execution of Framework agreements. Any such practice will constitute a material breach of the Framework agreement and be grounds for such additional action, civil and/or criminal, as may be appropriate. At the discretion of the donor(s), a further consequence of any such practice can be the definite exclusion from any tendering for projects, funded by the donor(s).

VIII. BANK ACCOUNT

To ensure timely bank transfers, IMS requires the service provider to submit an official letter, payment instruction for inward remittances or 'certificate of bank details' from his/her bank. The service provider is responsible for providing IMS with correct and accurate bank details, including any changes to the bank details that should occur during the Framework agreement period.

Any bank charges related to the return of amounts to IMS or bank search for transferred amounts due to inaccurate information will be deducted from the final transfer to the service provider. IMS is not liable for bank fees deducted by the service provider's bank or corresponding banks, pertaining to the service provider's receipt of transfers.

IX. PAYMENT CONDITIONS

The Service provider shall be responsible for all payments of social charges, personal income taxes, value added taxes (VAT), and other statutory contributions which may be imposed on the service provider in relation to this Framework agreement. IMS shall under no circumstances be required to make any such payments.

X. TITLE TO EQUIPMENT

IMS shall retain ownership of any equipment and/or supplies furnished by IMS. Such equipment shall be returned to IMS in an acceptable condition no later than at the termination of this Framework agreement. The Service provider shall be liable for equipment determined to be damaged or degraded beyond normal wear and tear.

XI. DATA PROTECTION

In this Framework agreement the scope and range of "data processing" is defined by Article 4(2) of the General Data Protection Regulation (EU) 2016/679 ("GDPR"). Where the service provider acts as an autonomous Data Controller, the service provider must ensure compliance with relevant laws that govern data processing.

XII. INTELLECTUAL PROPERTY RIGHTS, CREDITS, AND EDITORIAL RESPONSIBILITY

IMS shall have the ownership of the intellectual property rights (IPR) to any materials produced and/or other results of this Framework agreement, reports and other related documents, notwithstanding the incorporation of IP and/or materials previously produced by the Service provider.

At the request of the Service provider, IMS shall credit the Service provider for the involvement in creating the IPR.

The Service provider warrants that there will be no incorporation of any material that would affect any intellectual rights of third parties.

IMS is not responsible for any opinions, beliefs, or viewpoints expressed by the Service provider.

XIII. CONFIDENTIALITY

Information about IMS' partners, programmes, personnel or financial issues shall be treated as confidential by the service provider. This shall also apply after the termination of the Framework agreement.

Both during and after the Framework agreement period, the service provider will, when asked, return to IMS any confidential information related to IMS and/or any property of IMS.

The above includes any employees, Framework agreementors, sub-suppliers etc. that the service provider has used.

XIV. SOCIAL MEDIA AND ADVERTISING

The Service provider is not to engage in social media as a representative of IMS unless the specific mandate has been given by IMS' Communications Unit or through the job description. Furthermore, the Service provider is encouraged to consider if certain social media activity may reflect negatively on IMS.

The Service provider shall not advertise or otherwise make public the fact that he is a service provider to IMS without specific approval from IMS. Nor shall the Service provider use the name of IMS in connection with his business or otherwise. Non-observance of these conditions shall entitle IMS to cancel the Framework agreement, or any part thereof, and to hold the Service provider liable for any subsequent damages suffered by IMS.

XV. TERMINATION OF FRAMEWORK AGREEMENT AND FORCE MAJEURE

This Framework agreement may be terminated by four weeks written notice by either party.

In case of material breach of Framework agreement, force majeure or any other unforeseen situation rendering it impossible for either party to perform its obligations according to this Framework agreement, IMS may terminate the Framework agreement with immediate effect.

In the event of termination by either party, all advanced payments as per the date of termination are to be returned to IMS together with complete reporting for services delivered/activities implemented for the period up until the date of termination.

XVI. BREACH OF FRAMEWORK AGREEMENT

In case of non-compliance with the provisions of this Framework agreement, IMS shall notify the service provider in writing - informing the service provider that continuing lack of compliance constitutes a breach of Framework agreement. The notification shall state the nature of the non-compliance as well as what section/provisions of this Framework agreement the breach relates to.

From the date of receiving a written notification stating a breach of Framework agreement, the service provider must - within a period of 10 calendar days - comply with all Framework agreement obligations and produce written documentation to IMS that any error, breach and/or non-compliance with this Framework agreement has been corrected. If the service provider fails to do so, this will constitute a material breach of this Framework agreement that entitles IMS to terminate the Framework agreement with immediate effect according to section XIV below.

XVII. MATERIAL BREACH OF FRAMEWORK AGREEMENT

In case of the service provider’s material breach of Framework agreement, willful misconduct or gross negligence of obligations under this Framework agreement, IMS shall have the right to terminate the Framework agreement with immediate effect and the service provider shall indemnify IMS in accordance with general principles of Danish law.

In case of material breach of this Framework agreement IMS shall have any and all remedies available to it under general principles of Danish law. IMS, at its sole and exclusive discretion, shall be entitled to enforce claims (including the right to claim a refund of all payments made and indemnification of losses related to the breach of Framework agreement).

XVIII. SETTLEMENT OF DISPUTES

If any dispute arises relating to the implementation or interpretation of this Framework agreement, the parties shall seek to reach an amicable solution.

Any dispute that cannot be solved amicably shall be settled according to Danish laws and regulations and shall be settled at IMS venue: Copenhagen District Court, Nytorv 25, 1450 Copenhagen K.

Date: [INSERT DATE]	Date: [INSERT DATE]
______________________	______________________
[Name of IMS signatory]	[Name of Service provider/Signatory]