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LETTER OF ASSIGNMENT ("AGREEMENT")

THE PARTIES:

Stichting IDH, a foundation under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 53521129, having its registered office and its place of business at Arthur van Schendelstraat 500, (3511 MH) Utrecht, the Netherlands, in this matter duly represented by , hereinafter referred to as "**IDH**", and;

[Name Partner], a [description legal entity] under the laws of [name country], registered with the [name registry] under number [registration number], having its registered office and its place of business at [address], [name country], in this matter duly represented by Mr./Mrs. [name representative], hereinafter referred to as the "**Consultant**".

IDH and the Consultant also together referred to as the "**Parties**" and individually as "**Party**".

HEREBY AGREE AS FOLLOWS:

1. The IDH General Terms & Conditions for services (attached hereto as Annex 1) apply to this Agreement between IDH and the Consultant.
2. Unless otherwise specifically agreed to by the Parties, in the event of any conflict between the terms of this Agreement and its annexes, the following order or precedence will be applied: i) the terms of this Agreement; ii) the IDH General Terms and Conditions; iii) the Proposal; iv) other annexed documents, if relevant.

Scope of Services

3. The Consultant will provide services to IDH with regard to [insert generic type of services (the "**Services**")], in accordance with the proposal enclosed to this letter as Annex 2 (the "**Proposal**"), which includes the approved budget and planning, all of which are integral part of this Agreement. The Services shall consist of the following:
 - I. example
 - II. example
 - III. example
4. The Services will be provided in the period from [start date] until [end date].
5. The Consultant hereby agrees that the Services under this Agreement shall actually be performed by the following individual(s): [insert name(s)]. Notwithstanding the individual(s) assigned to the Services, the Consultant remains responsible and liable for the Services under this Agreement.
6. [In reference to and in addition to article 14.1 of the IDH General Terms and Conditions, the Parties are obliged to promptly inform each other and consult with each other regarding any (suspected) changes in circumstances or irregularities that may affect the implementation of the

Project, and/or affect compliance with the Agreement. Such notifications should include the financial interests involved (if applicable) as well as mitigating measures taken. If any (suspected) changes in circumstances or irregularities, including but not limited to epidemics such as Covid-19, lead to any delay in the implementation of the Project, IDH shall have the right to adjust the instalment schedule.]

Payment

7. For the satisfactory completion of the Services in compliance with the Proposal, the Consultant is entitled to a payment of EUR [amount] (including VAT and all applicable other taxes), based on consultancy fees calculated in the budget, of which an amount of EUR [amount] is budgeted for the expected expenses to be made within the scope of this assignment.
8. If IDH and the Consultant agree that additional time is needed to complete the Services, Parties will confirm their agreement to the number of additional hours needed in an addendum to this Agreement. The Parties agree that the same daily rate is applicable to any agreed additional time spent by the Consultant on the Services.
9. [The Consultant will invoice the amount due in two equal parts: the first invoice will be sent after signing of this letter, the second invoice can be sent after IDH's written approval of satisfactory completion of Services. The invoice shall make specific reference the contract number [Salesforce number] and be sent by email to: 'invoice@idhtrade.org'. In addition, expenses made within the scope of this assignment shall be reimbursed against original receipts with proof of the expenses made (such as boarding passes, time sheets, transport tickets and boarding passes, proof of attendance to seminars, conferences and training courses (including relevant documentation) and for fuel and oil expenses a summary list of the distance covered) to be provided to IDH by the Consultant within 30 days of completion of the Services under this Agreement. In the event the Consultant cannot prove that the expenses budgeted in the Proposal have been fully spent, the actual expenses made and proven shall be settled accordingly in the final payment of the Services. Any such additional expenses not contained in the Proposal must be approved by IDH in writing, prior to making the expenses.
10. All funds provided by IDH will be transferred and disbursed to the Consultant at the following bank account:
Bank Name: [Name bank + country]
Account Name: [.]
Account Number: [.]
Routing/ABA Number: [.]
SWIFT Code: [.]

Intellectual Property

11. The Consultant acknowledges that IDH is and maintains to be the owner of all intellectual property arising from the performance of this Agreement, including but not limited to copyrights, database rights, trademarks, patents and know how (the "Arising Intellectual Property").
12. Any Arising Intellectual Property vested in the Consultant is hereby transferred, assigned and delivered to IDH (in advance), including the right to publicly communicate about the Project. The aforementioned transfer, assignment and delivery is hereby accepted by the Consultant and IDH (in advance).
13. In case natural, recognizable persons are depicted in a photograph or film, the Consultant shall ensure that these persons have given their permission for the described use of their images. The above does not refer to photographs or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.

Visibility

14. Any notice or publication by the Consultant concerning the Services, shall not be made without explicit written approval by IDH. Any notice or publication, in whatever form and by whatever

medium, including the internet, in any relation to the Services shall include the following statement: *'This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of IDH Sustainable Trade Initiative and under no circumstances be regarded as reflecting the position of the European Union.'*

Evaluation quality

15. IDH adheres to the evaluation quality criteria of the Department of International Research and Policy Evaluation (IOB) of the Ministry of Foreign Affairs of the Netherlands. The evaluation will be reviewed against the 26 criteria. In line with IOB's guidance, when assessing the overall quality of the final evaluation report and the evaluation process, at least 23 of the 26 evaluation criteria must be scored as 'adequate' or 'good' to consider the final report valid and accepted by IDH. In addition, there are 13 knock-out criteria. If an evaluation scores 'inadequate' on one of these 13 criteria, the evaluation as a whole should be regarded as inadequate and cannot be accepted by IDH ¹.

Duration

16. The Agreement will be effective as from [date] and shall terminate automatically on [date], unless extended by the Parties in writing.
17. [Any Party may exit the Agreement before the end of the term of the Agreement, subject to 30 days written notice.]
18. The rights and obligations of the Parties which by nature are meant to survive this termination, shall not terminate on this date.

¹ For more information, please refer to <https://english.iob-evaluatie.nl/publications/guidelines/2022/04/22/evaluation-quality-criteria>

**SIGNED BY THE PARTIES FOR AGREEMENT:
For IDH**

Name:| name representative |
Position: position |
Date:|_____|

For the Consultant

Name:| |
Position:| |
Date:|_____|

Attached to and integral part of this Agreement are:
Annex 1: IDH General Terms & Conditions for services
Annex 2: |insert name Proposal|