

Terms of Reference

Stichting IDH

Hiring Process for the Operation and Maintenance of the ABC Facility Digital Platform

1. Introduction

Stichting IDH (“**IDH**”) accelerates and up-scales sustainable trade by building impact-oriented coalitions of front running companies, civil society, governments, knowledge institutions and other stakeholders in several commodity sectors. We convene the interests, strengths and knowledge of public and private partners in sustainability commodity programs that aim to mainstream international and domestic commodity markets. We jointly formulate strategic intervention plans with public and private partners, and we co-invest with partners in activities that generate public goods.

Based on these Terms of Reference (“**ToR**”), IDH aims to conduct the hiring process for the operation and maintenance of the ABC Facility Digital Platform according to the aspects detailed in this document.

2. Background

IDH aims to accelerate sustainability at scale by establishing impactful coalitions with companies, NGOs, governments, trade unions, financial institutions, and universities to promote the well-being of the public and society at large. The ABC Facility program aligns with IDH's values and goals, particularly focusing on sustainable cattle farming practices in the Amazon region. The program already supports 460 enrolled farmers who are part of The Sustainable Production of Calves Program by providing financial scores and carbon emissions balance assessments to track socio-environmental impacts. This initiative fosters sustainable production, conservation, and social inclusion, thereby contributing to broader national and international environmental and social goals.

The ABC Facility Digital Platform, led by IDH, supports the Sustainable Production of Calves program, with primary objectives focusing on carbon management and efficient access to inventory data of the involved properties.

The platform consists of three main interfaces: the Field Technician App, the Farmer App, and the Platform Administrator Portal. Each of these interfaces is tailored to meet the specific needs of its users, ensuring effectiveness in information collection and management. Key functionalities include real-time socio-environmental assessments, carbon balance tracking, livestock inventory management, and comprehensive financial analysis. The platform supports both offline data collection and direct integration with partners for enhanced operational efficiency.



The ABC Facility Digital Platform represents a commitment to continuous improvement and sustainability in the agricultural sector, facilitating access to key information and enhancing management practices throughout the value chain.

3. Assignment

Objectives

The purpose of this assignment is to operate and maintain the ABC Facility Digital Platform, a suite of digital products aimed at tracking the socio-environmental impact of cattle farmers in the Amazon region. The selected consultant will provide support services for field technicians, implementation partners, and 280 farmers through a specialized team with proven knowledge and experience in the livestock value chain. This service shall be performed over a period of 24 months, starting on August 1st, 2024.

Scope of the assignment

As part of the assignment, the selected service provider will be responsible for the following tasks:

1. Operation and Maintenance:

- Operate and maintain the ABC Facility Digital Platform to ensure its reliability, security, and efficiency for users.
- Manage cloud hosting, software updates, and scalability to handle increased user demand.
- Implement best security practices and regular security audits.
- Provide comprehensive backup and recovery solutions to prevent data loss.
- Oversee user management, including access controls and user permissions.

2. Technical Support:

- Develop and provide training resources and onboarding assistance to ensure users can effectively utilize the platform.
- Resolve technical issues promptly and efficiently to minimize downtime and disruption.
- Deliver technical support to field technicians, implementation partners, and farmers via email, chat, and phone.

3. Performance Monitoring and Reporting:



- Continuously monitor the performance of the platform, including system uptime, response times, and user activity.
- Generate detailed performance reports for stakeholders on a regular basis, highlighting key metrics and insights.

4. Data Integrity, Security, and Privacy:

- Ensure the integrity of data through rigorous validation and error-checking processes.
- Maintain the highest standards of data security, including compliance with applicable laws and industry best practices.
- Protect user privacy by implementing robust data protection policies and ensuring that all data handling procedures comply with relevant regulations.

Monitoring of the assignment

The performance of the service provider/consultant will be monitored through:

- Periodic reports of performance and deliverables*.
- Regular meetings with IDH to discuss progress and any challenges encountered*.
- Evaluation of user feedback and satisfaction with the platform and support services.

** Frequency to be agreed between IDH and the selected service provider.*

Deliverables

The expected deliverables for this assignment include:

Deliverables of the assignment	Timeframe
Quarterly Performance Reports: Detailed reports on the operational status of the platform, active users base, usage analysis, issues addressed, and tickets opened by users.	Every quarter, starting on 15 Oct 2024.
Support Service Reports: Documentation of support provided to field technicians, partners, and farmers, including training sessions and tickets' status.	Monthly, by the 5th of the following month

4. Selection Procedure



The selection procedure will be as follows:

1. Publication of the Terms of Reference and invitation for service providers to submit a proposal.
2. Appraisal of proposals by the evaluation committee. The evaluation committee will analyse the proposals against the selection criteria published in this ToR under Section 6.
3. Decision on the selection of the applicant.
4. Initial meeting with the selected applicant.

The schedule below indicates the deadlines for the tender procedure:

Tender procedure	Schedule
ToR published	22 Jul 2024
Deadline for submission of proposals**	05 Aug 2024
Selection of a Consultant	09 Aug 2024
Services start	12 Aug 2024

** Proposals submitted after the closing date will be returned and will not be considered in the bidding process.

After the deadline for submitting a proposal has lapsed, the evaluation committee will assess the proposals.

The proposals will first be checked for completeness:

- The failure to provide any of the documents listed in Section 6 hereof may disqualify the bidder from participating in the bidding process. This will also be the case if the minimum requirements indicated in this ToR are not met.
- If the proposal is complete, the selection committee will then assess the proposal against the criteria mentioned in Section 6.

The assignment will be awarded to the applicant with the most economically advantageous proposal. The decision will be based on the price and quality evaluation criteria.

Should any illegal or corrupt practice be found to have taken place in connection with the premium or the tender procedure, IDH will reject the proposal.

5. Proposal requirements



IDH requires applicants to submit a proposal consisting of no more than 5 pages (excluding company biographies, CVs, work samples and references). The proposal should be submitted in an MS Word or PowerPoint version along with a PDF version to make it easier to copy and paste the necessary content during the evaluation.

The proposal must include, at least:

- a. A brief and well-documented approach taking into account the requirements set out in these ToR. Please ensure that the structure of your proposal matches the selection criteria as closely as possible.
- b. No more than three client references and a sample of previous work relevant to the deliverables set out in this ToR.
- c. An overview of the project team, including the CVs of the project team members.
- d. Fixed Monthly Cost Estimate: Provided in Euros (excluding VAT), detailing the fixed monthly cost for the operation and maintenance services.
- e. Description of the Safeguarding approach¹ (the consultancy firm currently has a Safeguarding policy in place and, if not, it will be able to fulfil this request and undertakes to observe and implement IDH's Safeguarding policy (which can be found [here](#)); measures (to be) taken to identify risks in relation to Safeguarding in the project at hand and description of the approach to mitigating these Safeguarding risks (if any).
- f. Experience and Knowledge:
 - i. **Technical Expertise:** Demonstrate in-depth technical knowledge of operating digital platforms, including cloud and on-premise infrastructure, system administration, development and deployment, database management, security, performance monitoring, UX/UI design, API integration, data analytics, project management, customer support, and continuous learning, to ensuring a secure, efficient, and user-friendly platform.
 - ii. **Previous Experience:** Evidence of successful completion of projects similar in scope and complexity to the ABC Facility platform. Prior experience with digital platforms aimed at tracking socio-environmental impacts, financial scoring, and carbon emissions balance, particularly in the livestock sector.

¹ IDH's safeguarding approach means that all reasonable steps must be taken to identify and minimise the risk of harm caused by sexual exploitation, abuse, harassment ("Harm") to children and vulnerable adults arising from contact with our staff, partners or our work. In addition, safeguarding means protecting our own staff from such harm. For more information, please refer to IDH's Safeguarding Policy [here](#).



- iii. **References and Case Studies:** Provide at least three detailed references from previous clients that outline the service provider's role, the scope of the project, and the outcomes.
- g. Certified AWS Solutions Architect:
 - i. The service provider must have a trained and experienced AWS Solutions Architect as part of their team.
 - ii. The architect must hold a certification of AWS Certified Solutions Architect – Professional level.

Administration

- h. Detailed information request form completed (Annex 2)
- i. Copy of most recent financial accounts (audited, if available)
- j. Declaration of acceptance of the draft agreement (Annex 4)

The proposal must be sent to Paulo Costa via email to costa@idhtrade.org by 05 August **2024** at **24pm (Brasilia time)**.



6. Testing and weighing

The assignment will be awarded to the bidder with the best quality and most economically advantageous proposal. The most economically advantageous tender will be determined based on price and quality evaluation criteria.

Grounds for exclusion

1. Applicants may be disqualified from participating in this bidding process if:
 - a) they have gone bankrupt or into liquidation, their business is in receivership, they have entered into an arrangement with creditors, they have discontinued their business activities, they are subject to proceedings relating to these matters or they are subject to any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) or if persons with powers of representation, decision-making or control over them have been convicted of an offence related to their professional conduct by a judicial decision that has the force of res judicata;
 - c) have been found guilty of gross professional misconduct proven by any means that can be justified by IDH;
 - d) have failed to fulfil any obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established, or with those in force in the Netherlands or in the country in which the contract is to be performed;
 - e) or persons with powers of representation, decision-making or control over them have been the subject of a final judgment for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity.

Applicants must confirm in writing that they are not found in any of the situations described above.

2. Applicants must not engage in child labour or forced labour and/or discriminatory practices and must respect the right to freedom of association and the right to organise and participate in collective bargaining, in accordance with the fundamental conventions of the International Labour Organisation (ILO).

Minimum criteria:

Applicants or proposals that fail to meet the minimum criteria will be excluded from the tender procedure and will not be evaluated against other criteria.

The applicant needs to have the following experience / knowledge:



At least 3 years of experience and proven track record in operation and maintenance of digital products.

Scoring and weighing

The assessment criteria are compared and weighted according to the procedure below. The following general description of the scoring methodology and an explanation of how the bidder can demonstrate compliance with the requirements.

Step 1- Quality Criterion

Evaluation scores will be awarded for each of the components. Each component will be scored by the entire evaluation committee.

The proposal will be assessed based on the following selection criteria:

Component	Criterion	Maximum score
1	Overall proposal The proposal must fulfil the requirements set out in Section 3 above and throughout this document. Is the service provider able to provide the required services? Will the service provider be able to provide a comprehensive solution?	5
2	Background To what extent does the service provider/consultant have the necessary level of expertise and knowledge to meet the requirements, both with regard to the team members and the company? The extent to which service provider/consultant provides a clear description of the project team, the relevant experience (delivery of similar projects) of team members and time allocation per team member.	5

The evaluation committee will unanimously score each component by awarding marks from 1 to the maximum score, where the maximum score represents a perfect performance on the component and 1 represents an extremely poor performance on the relevant component.

Step 2 - Price Criteria

Bidders must submit their proposals priced in euros (excluding VAT). The price must be detailed by services and fees, covering cloud hosting, technical support, maintenance and updates, security, backup and recovery, integration with other tools, user management, training and onboarding, and analytics and reporting. The quote must encompass all expenses necessary to perform the services offered, including infrastructure and travel expenses.



The evaluation criterion is "the best price for the level of quality proposed" with a maximum score of 5.

Step 3 - Weighing

The final score will consist of 70 per cent Quality and 30 per cent Price.

Should applicants be awarded equal scores, prioritisation will be based on the total scores awarded for Quality. The assignment will be awarded to the applicant awarded the highest Quality score. If the evaluation of the Quality Criterion fails to lead to a successful conclusion, the score for the "Overall proposal" component will be determining factor. If this does not lead to a successful outcome, the ranking will be determined by drawing lots.

Step 4 - Award

Once IDH has decided which applicant it wishes to award the contract to, a written notification will be sent to all applicants who took part in the bidding process.

The winning consultant will be contracted by means of a letter of assignment, as per IDH's template (see Annex 4).

7. Communication and Confidentiality

The applicant must ensure that all their interactions with IDH regarding the proposal during the bidding process are made exclusively in writing, by e-mail addressed to costa@idhtrade.org. Therefore, in order to avoid any form of discrimination against other Service Providers and to ensure the diligence of the procedure, the applicants are expressly prohibited from maintaining any contact regarding the bidding process with any IDH persons other than the person named in the first sentence of this paragraph.

Documents provided by or on behalf of IDH will be treated as confidential. The applicant must also demand confidentiality from all parties with whom it liaises. Any breach of the duty of confidentiality by the applicant or its third parties will give IDH grounds to debar the applicant, with no prior written or verbal notice required.

All information, documents and other data requested or provided by the applicants will be treated with due care and confidentiality by IDH. After evaluation by IDH, the information provided will be filed as confidential. Information provided will not be returned to the applicant.

8. Disclaimer

IDH reserves right to update, amend, extend, postpone, withdraw or suspend the ToR, this bidding procedure or any decision related to the selection or award of the agreement. IDH is



not under any obligation in this tender procedure to take any award decision or to conclude an agreement with any of the applicants.

The parties participating in the tender procedure may not claim any compensation from IDH, any persons or entities associated with it, in any capacity whatsoever, should any of the above situations occur.

By submitting a bid, bidders accept all the terms and conditions set out in this ToR and the subsequent information and documentation in this tender procedure.

9. Annexes

Annex 1: Budget template

Annex 2: Detail request form

Annex 3: Letter of Assignment

Annex 4: IDH General Terms and Conditions for Services

Annex 5: Statement of acceptance

Budget breakdown per requested deliverable and cost categories	Unit of measurement	Number of units	Unit cost in EUR	Total cost in EUR	Budget notes (Please describe the assumptions used for budget calculation)
1. DELIVERABLE 1: XXX					
Lead consultant/ evaluator	Working days			-	<i>e.g. xx working days of lead evaluator to review project information and provide inputs to the methodological design</i> <i>e.g. key expert will support the methodology design and secondary information review</i> <i>Add additional Key experts as needed in line with the technical proposal (add rows below for every additional Key expert needed, in line with the proposal)</i> <i>Add rows if additional costs are incurred at this stage and detail what these are about</i>
Key expert 1	Working days			-	
Key expert 2	Working days			-	
Other	Working days			-	
Sub-total D.1	Number of working days			-	
2. DELIVERABLE 2: XXX					
XXXX	Working days			-	<i>Add additional Key experts as needed in line with the proposal (add rows below for every additional Key expert needed, in line with the proposal)</i> <i>e.g. travel allowance and hire of 3 vehicles for field data collection for 10 people during 10 days. Total surveyees 400 people</i> <i>e.g. 10 days field work of 10 enumerators</i> <i>Add rows if additional costs are incurred at this stage and detail what these are about</i>
XXXX	Working days			-	
XXXX	Working days			-	
XXXX	Lumpsum			-	
XXXX	Working days			-	
Other				-	
Sub-total D.2	Number of working days			-	
3. DELIVERABLE 3: XXX					
XXX	Working days			-	<i>Add rows if additional costs are incurred at this stage and detail what these are about</i>
XXX	Working days			-	
Other				-	

	Sub-total D.4	Number of working days			-	
4. DELIVERABLE 3: POWER POINT PRESENTATION AND LEARNING SESSION						
	XXX	Working days			-	<i>Add rows if additional costs are incurred at this stage and detail what these are about</i>
	XXX	Working days			-	
	Other				-	
	Sub-total D.3	Number of working days			-	
TOTAL BUDGET EXCLUDING TAXES						
	CONTINGENCY	%			-	<i>If applicable.</i>
	TAXES (IF APPLICABLE)				-	<i>i.e 21% VAT if the consultant is based in the Netherlands. There is an automated formula for 21% VAT. Please amend the formula as needed.</i>
TOTAL BUDGET						

Detail Request Form

LETTER OF ASSIGNMENT

DISCLAIMER: The sole purpose of this document is to gather relevant company information that may later be included in a Letter of Assignment. This document is not legally binding and no rights can be derived therefrom.

IDH kindly requests that you complete the fields in this form so IDH has the details needed to create an accurate and complete contract. There is space below for additional information if needed.

The contents of this form will not be released to third parties without prior written notice and approval.

Please attach copies of the items listed below, as well as any other additional documentation that is necessary or requested:

- Chamber of Commerce Extract (or equivalent)
- Any other additional documentation that is necessary or requested.

1. Consultant Details

Company Name: ⓘ

Name of Consultant: ⓘ

Form and Country of Legal Incorporation: ⓘ

Registration Number: ⓘ

Name of Registration Authority: ⓘ

Registered Address: ⓘ

Name of Legal Signatory: ⓘ

2. Bank Details

Bank Name:

Country:

Account Name:

Account Number:

Routing / ABA Number:

SWIFT Code:

3. Additional Information

Contracting process

After your contact person at IDH has received the details requested in this form, the contract will be drafted and send to you in PDF for a review. If there are any comments from your side, please inform your contact person at IDH. Once your contact person has received your approval, the draft version of the contract will be finalized. The contract will be signed and sent to you via Docusign for your signature. Once both parties have signed the contract, the signed version will be shared with you in PDF.

[THIS DOCUMENT IS A DRAFT CONTRACT PROVIDED FOR THE PURPOSE OF REVIEW AND IS PENDING REVIEW AND APPROVAL BY THE IDH LEGAL TEAM. AS SUCH, ALL INFORMATION HEREIN IS SUBJECT TO CHANGE AND DOES NOT BIND IDH IN ANY WAY.]

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 **[Mr./ Mrs. name representative]**, hereinafter referred to as "**IDH**", and;

[Name Partner], a [form of legal incorporation] under the laws of [name country], registered with the [name National Registration Authority] 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 and Conditions for Services (attached hereto as Annex 1) (hereinafter referred to as the "**IDH General Terms and Conditions**") 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

This will result in the following deliverables:

- I. example
 - II. example
 - III. example
4. The Services by the Consultant will be completed before date.
 5. The Consultant hereby agrees that the Services under this Agreement shall actually be performed by the following project team: insert name(s). Notwithstanding the individual(s)

assigned to the Services, the Consultant remains responsible and liable for the Services under this Agreement.

Payment

6. 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.
7. If IDH and the Consultant agree that additional time is needed to complete the Services, Parties will confirm their agreement to the amount of additional time needed in an addendum to this Agreement. The Parties agree that the rates used in calculating the cost of such agreed additional time spent by the Consultant on the Services will be in accordance with the rates set out in the Proposal.
8. The Consultant will invoice the amount due in two equal parts: the first invoice (which includes an advance payment for any expenses included in the Proposal) may be sent after signing of this Agreement, the second invoice can be sent after IDH's written approval of satisfactory completion of Services. The second invoice should include a settlement of the actual expenses made: in the event the Consultant spends less than the expenses budgeted in the Proposal, the actual costs shall be settled accordingly with the final invoice. The invoices shall make specific reference to the contract number [Salesforce number] and be sent by email to: 'invoice@idhtrade.org'.
9. Any expenses made within the scope of this assignment shall only be reimbursed against original receipts, to be provided to IDH by the Consultant together with the final invoice. Any 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).

Exclusivity

13. This is a non-exclusive Agreement and it preserves the right of each Party to work independently or with other persons or organisations on other programs or programs covering activities similar or identical to the subject of this Agreement anywhere in the world.
14. Nothing in this Agreement shall be construed as constituting the Parties as partners or as creating between such parties the relationships of employer and employee.

Duration

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

SIGNATURE PAGE FOLLOWS



SIGNED BY THE PARTIES FOR AGREEMENT:

For IDH

Name:
Position:
Date: _____

For the Consultant

Name:
Position:
Date: _____

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

STICHTING IDH
GENERAL TERMS AND CONDITIONS
for services

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These General Terms & Conditions for services of Stichting IDH (“IDH”) state the rights and obligations of both the contracting party and IDH regarding their cooperation in general. Specific rights and obligations are agreed to in a separate agreement between the contracting party and IDH.

I. GENERAL CONDITIONS

1. DEFINITIONS

1.1. In these General Terms and Conditions of Stichting IDH, the following definitions apply:

“IDH”: 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.

“Contracting Party”: The party (or parties) that has/ have been awarded an assignment by IDH for providing services.

“Party” / “Parties”: IDH and the Contracting Party individually and collectively.

“Affiliates”: affiliates and/or subsidiaries (groeps- en/of dochtervennootschappen) within the definition of section 2:24 a and b of the Dutch Civil Code (Burgerlijk Wetboek);

“IDH General Terms and Conditions for services”: The terms & conditions in this document.

“Letter of Assignment”: the specific agreement (and all amendments thereto) between IDH and the Contracting Party in which IDH and the Contracting Party agree that the Contracting Party will provide services for IDH (under section 7:400 of the Dutch Civil Code (‘overeenkomst van opdracht’).

“Entire Agreement”: The IDH General Terms and Conditions for services and the Letter of Assignment together, as well as any annexes or other documents and terms and conditions which are applicable to the relationship between IDH and the Contracting Party (‘Additional Conditions’) and to which the Letter of Assignment expressly refers.

“Services”: The services to be performed by the Contracting Party pursuant to the Letter of Assignment.

2. APPLICABILITY OF THE IDH GENERAL TERMS AND CONDITIONS FOR SERVICES

2.1 The IDH General Terms and Conditions for services apply to the Entire Agreement between the Contracting Party and IDH. The applicability of any of the Contracting Party’s conditions or other conditions is expressly excluded.

2.2 IDH has the right to change or add to the IDH General Terms and Conditions for services. IDH will notify the Contracting Party of any changes and/or additions before they take effect.

2.3 In case of inconsistencies between the General Terms & Conditions and the Letter of Assignment, the Letter of Assignment will prevail over the General Terms & Conditions.

3. LIMITATION OF LIABILITY

3.1 IDH cannot be held liable for damages, losses and/or personal injury suffered by the Contracting Party and/or any third party resulting from the execution of the Entire Agreement, including any infringement of intellectual property rights. In addition, either Party's liability for consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions or damage ensuing from claims by third parties - whether based on contract, tort or otherwise - shall be excluded. The limitations of liability mentioned in this clause, or elsewhere in the Entire Agreement, shall not apply if and insofar as the damage or injury is the result of the willful intent or deliberate recklessness by the Parties or their executives.

4. INDEPENDENCE

4.1 The Contracting Party is not a legal signatory for IDH and does therefore not have the mandate to sign any contracts or other legally binding documentation on behalf of IDH.

4.2 The Entire Agreement does not, in any way, constitute an employment agreement between the Contracting Party and IDH. Therefore the Contracting Party shall be fully responsible for the payment of all taxes, social security and other costs and obligations. IDH cannot be held liable for any financial claims in this respect.

5. FRAUD AND CORRUPTION

5.1 The Parties are aware of the IDH Code of Conduct (which can be found [here](#), or via the 'Our policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>). The IDH Code of Conduct provides the ethical framework in which IDH and any party contracted by IDH must operate. It provides an overview of the values, commitments, responsibilities and integrity that IDH stands for. IDH expects its business partners to apply similar standards of conduct when providing services for IDH.

5.2 The Parties will not offer to third parties or seek or accept from third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which would be deemed corrupt or illegal.

5.3 The Parties will refrain from providing any form of support to activities that have the goal of undermining the political independence of a state, or unlawfully overthrowing a lawful government. The 'lawfulness' (or unlawfulness) referred to in this clause is not solely defined by the opinions or views of the government in

question, but is also defined by international standards and/or international law.

5.4 IDH partners and persons associated with IDH projects who become aware or suspect the existence of fraud, corruption or bribery shall bring it to the attention of IDH.

6. CONFLICT OF INTEREST

6.1 The Contracting Party and/ or any subcontracted third party will inform IDH in writing without delay in the event there are any (potential) conflicts of interest relating to the activities under the Entire Agreement. Such party shall immediately take all necessary steps to resolve the (potential) conflict of interest. IDH reserves the right to verify whether the measures taken are appropriate and may require additional measures to be taken if necessary.

6.2 For the avoidance of doubt, a (potential) conflict of interest shall include all activities that would lead to and partial and/ or non- objective performance of the Entire Agreement.

7. DATA AND PRIVACY

7.1 The privacy statement for business partners and consultants can be found [here](#) or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>.

8. PROCESSING OF PERSONAL DATA

8.1 With regards to the processing of personal data under the Agreement, within the meaning of Article 4 (2) of the General Data Protection Regulation ("GDPR"), both Parties are deemed to be controller within the meaning of Article 4 (7) GDPR.

8.2 Parties shall:

- a. process personal data in accordance with applicable laws and regulations regarding the processing of personal data, including but not limited to the GDPR;
- b. provide each other reasonable cooperation and assistance, for example with respect to the handling of requests of data subjects and the performance of data protection impact assessments, to ensure that each Party complies with applicable laws and regulations.

8.3 The Contracting Party shall:

- a. only process personal data of data subjects in order to comply with its obligations under the Agreement and not for any other purposes;

- b. limit the provision of personal data to IDH to what is strictly necessary to fulfill its obligations under the Agreement;
- c. inform the data subject with respect to the processing of personal data by both Parties in accordance with the GDPR. Upon request IDH shall provide relevant information for the provision of such information;

8.4 Upon detection of a personal data breach as defined under article 4 of the GDPR ("Data Breach") with respect to the Personal Data, the Contracting Party shall promptly notify IDH of said Data Breach, and shall ensure that the Data Breach is handled and data subjects and/or supervisory authorities are notified in accordance with the GDPR.

8.5 The Contracting Party shall fully indemnify and hold IDH harmless from and against any and all damages, loss, costs, fines from regulatory or supervisory authorities, charges, expenses, legal fees and disbursements and any other liabilities suffered as a result of or in connection with the processing of personal data and any breach of this Agreement by [Consultant/ the Contracting Party] or its employees or other representatives.

9. ICSR

9.1 The Contracting Party aims to cooperate in the Program in a manner that is compatible with the *ICSR Policy* of IDH, which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage:
<https://www.idhsustainabletrade.com/policies>.

10. COMPETITION COMPLIANCE

10.1 The Contracting Party specifically acknowledges that IDH works in compliance with competition laws and principles as set out in IDH's *Competition Compliance Policy*, (which can be found [here](#), or via the 'Our policies' tab on the 'About' webpage:
<https://www.idhsustainabletrade.com/policies>) IDH and the Contracting Party, individually and collectively, shall not engage in any behavior that restricts competition. IDH and the Contracting Party are free to enter into any agreements with third parties.

11. SAFEGUARDING

11.1 The Parties are aware of the IDH Safeguarding Policy (which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage:
<https://www.idhsustainabletrade.com/policies>).

11.2 The Parties have a zero-tolerance approach towards any form of sexual exploitation, abuse and harassment. The Contracting Party will comply with IDH's Safeguarding Policy and shall take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the execution of the Entire Agreement by both its employees and any third party subcontracted in relation to the execution of activities under the Entire Agreement.

11.3 The Contracting Party shall immediately report to IDH any breach of the Safeguarding Policy and credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to the Entire Agreement. The Contracting Party will assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. The Contracting Party can use the reporting mechanisms described in articles 12.1 and 12.2 below.

11.4 The Contracting Party shall also report any credible suspicions of, or actual incidents that are not directly related to the Entire Agreement but could be of significant impact to IDH's reputation or partnerships with its donors. The Contracting Party can use the reporting mechanisms described in articles 12.1 and 12.2 below.

11.5 The Parties will fully co-operate with investigations into such incidents.

11.6 If the Contracting Party fails to comply with the IDH Safeguarding Policy or commits a breach of any of the terms included in article 11 IDH has the right to immediately terminate the Entire Agreement without the risk of incurring liability for damages or compensation.

12. SPEAKUP

12.1 IDH is committed to conducting its work with honesty, dignity, fairness and with respect for each other and the law. The Contracting Party is encouraged to report to IDH any (suspected) violation by the Contracting Party's staff, IDH's staff or third parties of IDH's values and principles included in IDH's Code of Conduct, other IDH policies or laws or regulations that has occurred or may occur in relation to the Entire Agreement. The Contracting Party can report this directly to its contact person at IDH, to IDH's Executive Board or by using IDH's SpeakUp line.

12.2 IDH's SpeakUp line can be accessed online or by phone. Click [here](#) for a list of free phone numbers in each country or to report online. For more information, please refer to the SpeakUp policy (which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>).

12.3 The Contracting Party shall promote the IDH SpeakUp line with its employees and any third party related to the execution of activities under the Entire Agreement, as well as the individuals and communities directly affected by the activities under the Entire Agreement. The Contracting Party shall use the communications materials provided by IDH (which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>).

II. PERFORMANCE OF THE SERVICES

13. RESPONSIBILITIES OF THE CONTRACTING PARTY

13.1 The Contracting Party is responsible for execution, coordination and results of the Services, as well as reporting on the Services to IDH, as agreed between the Parties in the Letter of Assignment. The Contracting Party must do so with the necessary care and transparency, and in accordance with the terms and conditions of the Entire Agreement.

13.2 The Parties agree to define "**satisfactory completion of the Services**" under the Letter of Assignment as the Contracting Party providing IDH with the deliverables described in the proposal attached to the Letter of Assignment and approval of these deliverables by IDH in writing (e-mail included). If satisfactory completion of the Services is not (fully) achieved, IDH shall have the right to adjust future payment, terminate payment and/or demand repayment of any payment, proportionate to the budget of the uncompleted (part of) the assignment.

14. DELAYS, UNFORSEEN CIRCUMSTANCES, CHANGES TO THE SERVICES

14.1 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 performance of the Services, and/or affect compliance with the Entire Agreement. Such notifications should include the financial interests involved (if applicable) as well as mitigating measures taken.

15. COMPLIANCE WITH LOCAL LAWS

14.1 In the performance of the Services, the Contracting Party must comply with all applicable laws and respect internationally recognized human rights, multilateral environmental agreements and internationally agreed core labor standards.

15.2 In the event of conflict between applicable laws and internationally recognized human rights, multilateral environmental agreements and/or internationally agreed core labor standards, the Contracting Party shall seek ways to respect the principles of internationally recognized human rights, multilateral environmental agreements and/or internationally agreed core labor standards to the greatest extent possible given the circumstances.

15.3 In case a breach of article 15.1 occurs or such actual or potential conflict, as referred to in article 15.2, arises under the Entire Agreement, the Contracting Party shall immediately inform IDH in writing of the breach or of the actual or potential conflict and must request IDH's approval prior to continuing the performance of Services.

16. THIRD PARTY COMPLIANCE

16.1 The Contracting Party will not assign the Entire Agreement or transfer any right or obligation thereunder to an Affiliate or any third party without the prior written consent of IDH.

16.2 The Contracting Party will ensure that any and all of the terms and conditions in the Entire Agreement shall be incorporated in equivalent contract terms in any sub-contract between the Contracting Party and a third party related to the execution of activities by the Contracting Party under the Entire Agreement. Any engagement of the Contracting Party with third parties in relation to the Letter of Assignment must be in writing and will not relieve the Contracting Party of its responsibility for the third parties' performance.

17. INSURANCES

17.1 The Contracting Party is responsible for their own insurances, social premiums, income tax and any other levies related to the Project regarding their performance of the activities related to their roles and responsibilities under the Entire Agreement.

18. GOOD ADMINISTRATION

18.1 In order to provide proof that the activities under the scope of the Services have indeed been executed as agreed to between IDH and the Contracting Party in the Letter of Assignment, as well as for the purpose of good governance in general, the Contracting Party is required to have and maintain a proper and transparent (financial) administration and management.

19. RIGHT TO AN ADDITIONAL AUDIT

19.1 IDH, or any third party nominated by IDH, shall have the right to carry out audits of the Contracting Party's and/or subcontracted third parties' records to verify compliance with the provisions of the Entire Agreement, as may be relevant. IDH shall further be entitled to carry out audits of the Contracting Party's and/or subcontracted third parties' books and records insofar as they relate to the Services under the Entire Agreement and the manner in which the Services have been performed by the Contracting Party. In this respect, IDH, or any third party nominated by IDH, shall have access to all records, including systems and computers where information is stored electronically, and to all other material and records related to the performance of the Entire Agreement. Such information will be treated as confidential and will be used exclusively for auditing. Information once verified will not be used for any other purpose without the prior written consent of the party to whom it relates. Any extra costs related to an additional audit referred to in this clause shall be agreed to between the Parties in writing.

19.2 The Contracting Party shall maintain the material and records referred to in clause 17.1 until expiry of a period of two (2) years from the date of termination of the Entire Agreement or for the length of time required under the applicable law, whichever is longer.

III. FINANCIAL CONDITIONS

20. FUNDING BY IDH

20.1 IDH reserves the right to adjust any future installments due to the Contracting Party, or to (proportionally) reassign or reclaim any amount already transferred to the Contracting Party, in the event that the Contracting Party, without the prior written consent of IDH, does not fulfil, or not fulfil on time, its obligations under the Entire Agreement.

21. EXCHANGE RATES

21.2 For all payments made by IDH to the Contracting Party under the scope of the Letter of Assignment, the exchange rate of the day of receipt by the Contracting Party of the IDH's contribution(s) is applicable.

22. TRANSFER OF FUNDS & PAYMENT CONDITIONS

22.1 Payment requests sent to IDH by the Contracting Party must contain the total amount to be transferred and a reference to the IDH contract number (in Letter of Assignment) that the payment relates to. Payment will be made by IDH within 45 days after receiving a payment request, provided such is in accordance with the terms and conditions in the Entire Agreement.

22.2 IDH is an organization that is dependent on funding from multiple donors and subject to various levels of (government) approvals for payments. IDH will use its best efforts to transfer the payment to the Contracting Party on time in accordance with the Entire Agreement. However, a late payment by IDH, notwithstanding IDH's best efforts, that is later than 45 days but no more than 60 days later than the date of the payment request, will not be considered a breach of the Entire Agreement. For payments received later than 60 days, the Contracting Party has the right to adapt the planning of the Services to ensure, to the extent possible, uninterrupted delivery of the deliverables agreed to in the Letter of Assignment. The Contracting Party must notify IDH of the adapted planning as soon as possible.

IV. CONFIDENTIALITY

23. CONFIDENTIALITY

23.1 It is understood and agreed to that certain information may be provided to the Contracting Party by IDH and/or any other parties, in the context of this assignment, that is and must be kept confidential. Both during the term of this Agreement and after the termination thereof, for whatever reason, the Contracting Party or its substitute shall refrain from disclosing, in any way whatsoever and to any other party, any information of a confidential nature regarding IDH's activities which has come to the Contracting Party's or its substitute's attention in the course of performing the Services under this Agreement and whose confidential nature is clear or should reasonably be clear. This obligation shall apply, by way of example and without limitation, to any technical, financial and other information, the names of partners, proposed transactions, computer software, computer systems and databases, patent and/or trade secret laws.

V. INTELLECTUAL PROPERTY

24. INTELLECTUAL PROPERTY

24.1 If IDH's donors, or the governments they may relate to, request use of reports, documentation, studies, publications, logo's or other material that is Arising Intellectual Property belonging (jointly) to IDH or free to use by IDH, IDH is free to share such information with the donor freely and without the consent of the Contracting Party.

24.2 Nothing contained in this Entire Agreement shall affect the absolute and unfettered rights of each Party in all materials, inventions, discoveries and intellectual property owned or controlled by that Party independently of the subject matter of

the Entire Agreement (the “**Background Intellectual Property**”).

24.3 Each Party (the “**Indemnifying Party**”) will indemnify and hold the other Party (the “**Indemnified Party**”) harmless from claims of third parties as a consequence of infringement of intellectual property rights of said third party, provided that the Indemnified Party informs the Indemnifying Party immediately in writing of the existence and content of the alleged right to claim. The aforementioned obligation to indemnify and hold harmless lapses if and insofar as the concerned infringement is related to modifications in the intellectual property rights made by the Indemnified Parties, or by third parties mandated by the Indemnified Party.

VI. TERM & TERMINATION

25. TERM

25.1 The Entire Agreement takes effect on the starting date agreed to between the Parties in the Letter of Assignment. The Entire Agreement ends on the end date agreed to between the Parties in the Letter of Assignment or if the Entire Agreement is terminated in accordance with the terms and conditions in the Entire Agreement. If the end date agreed to in the Letter of Assignment is exceeded yet the obligations of the Contracting Party have not been met, the Entire Agreement will remain in effect until all obligations have been met by the Contracting Party or the Entire Agreement is terminated, whichever is earlier.

26. AMENDMENT & TERMINATION

26.1 The terms and conditions of the Letter of Assignment can be amended only if the Parties agree to such amendment in writing.

26.2 IDH is an organization that is dependent on funding from multiple donors. In the event that IDH's donors terminate or materially change their funding of IDH, IDH and the Contracting Party individually and collectively have the right to terminate the Entire Agreement with immediate effect and without the risk of incurring liability for damages or compensation.

26.3 Either Party to the Agreement may terminate the Agreement immediately without the risk of incurring liability for damages or compensation, in the event that:

- a. the other Party fails to remedy any breach of its obligations under the Agreement within 30 days of written notification requiring it to do so;
- b. suspected fraud, or other illegitimate circumstances exist to such an extent that IDH considers the Contracting Party to be at fault or grossly negligent and further continuation of the Services is not possible

- or of too much risk. Written notice of termination shall be provided in this case, stating the applicable circumstances;
- c. the other Party files a petition for bankruptcy or is declared bankrupt; or has a liquidator, receiver, trustee or administrator appointed to it; or becomes insolvent; or admits its inability to pay its debts as they fall due.

26.4 A late payment by IDH, notwithstanding IDH's best efforts, that is no more than 60 days later than the date of the payment request, will not be considered a breach of the Agreement.

VII. APPLICABLE LAW & DISPUTE RESOLUTION

27. APPLICABLE LAW

27.1 The Entire Agreement is governed by the laws of the Netherlands.

28. DISPUTE RESOLUTION

28.1 Any dispute arising from or in connection with this Agreement which cannot be resolved amicably shall be submitted exclusively to the district court in Utrecht, the Netherlands, and each Party to this Agreement hereby submits irrevocably to the jurisdiction of such court.

Statement of acceptance

By signing this statement of acceptance, the Applicant accepts the IDH General Terms and Conditions for Services as well as the provisions of the draft Letter of Assignment.

Name Applicant:

Name signatory:

Position:

Date:

Signature*:

**This statement shall be signed by a person with authority to represent the Applicant as appears from the Dutch Trade Register (Kamer van Koophandel) or a comparable trade register in the Applicant's country of registration.*