

Termos de Referência

Stichting IDH

Comunicação digital e assessoria de imprensa

1. Introdução

A Stichting IDH ("IDH"), juntamente com sua afiliada no Brasil ("IDH Brasil") acelera e amplia o comércio sustentável através da construção de coalizões orientadas para o impacto de empresas, da sociedade civil, de governos, instituições e outras partes interessadas em vários setores de commodities. Reunimos os interesses, forças e conhecimentos de parceiros públicos e privados em programas de commodities de sustentabilidade que visam integrar os mercados internacionais e nacionais de cadeias de produção. Formulamos planos de intervenção estratégica em colaboração com parceiros públicos e privados, e co-investimos em atividades que geram benefícios para a sociedade.

Com base nestes Termos de Referência ("TdR"), a IDH busca selecionar um prestador de serviço **para desenvolver e implementar, em colaboração com a equipe da IDH Brasil, soluções estratégicas de comunicação digital e assessoria de imprensa.**

2. Histórico

Desde 2015, a IDH trabalha no Brasil com uma abordagem inovadora para promover o uso sustentável da terra no longo prazo. Conectamos produtores, empresas, governos, comunidades locais, financiadores e investidores para estabelecer modelos de governança coletiva. Essas alianças criam um ambiente para um diálogo positivo e de confiança, com o objetivo de solucionar questões complexas por meio de uma abordagem comum: desenvolvimento econômico e social aliado à proteção florestal. Dessa forma, os produtos agrícolas são produzidos de forma sustentável, os pequenos produtores e as comunidades locais são incluídos em cadeias socioprodutivas e os recursos naturais são conservados e protegidos. Aplicamos uma abordagem territorial, que busca promover a gestão e o desenvolvimento sustentável de longo prazo, a partir de três pilares centrais: Produzir, Proteger (Conservar) e Incluir. Com base nesses pilares, atuamos em frentes estratégicas junto a empresas, governos, produtores, bancos, ONGs e outros atores para priorizar agendas que promovam o desenvolvimento territorial sustentável. Essa agenda inclui: i) a articulação de estruturas de governança e agendas de sustentabilidade em nível estadual e municipal; ii) o cofinanciamento, em parceria com o setor privado, de programas de assistência técnica e rastreabilidade para a promoção do desenvolvimento de cadeias agrícolas mais sustentáveis; e iii) o apoio à implementação de políticas públicas e à atração de investimentos para as regiões.

Como parte dessa estratégia, atuamos nos estados de Mato Grosso, Pará, Maranhão, Rio Grande do Norte, Paraíba e Pernambuco, em diferentes níveis e formatos.

Com o objetivo de apoiar e impulsionar a comunicação relacionada aos diversos programas e iniciativas da **IDH no Brasil, ampliando o alcance a diferentes públicos, a IDH está buscando um**



prestador de serviços especializado em comunicação digital e assessoria de imprensa (incluindo formadores de opinião).

3. Objetivo

Objetivo geral

O objetivo dessa proposta é a contratação de um prestador de serviços para o desenvolvimento e implementação, em colaboração com a equipe da IDH Brasil, de soluções estratégicas de comunicação digital e assessoria de imprensa (incluindo formadores de opinião), com o objetivo de: i) aumentar a visibilidade da marca IDH e de suas atividades junto a seus públicos-alvo; ii) identificar oportunidades de exposição para comunicar temas estratégicos e alinhados aos princípios e valores da organização; iii) estabelecer bom relacionamento com a imprensa e formadores de opinião.

A proposta deve contemplar o escopo de comunicação digital e assessoria de imprensa, levando em consideração as atividades previstas em cada escopo definido para cada uma dessas frentes de trabalho.

É fundamental que as frentes de comunicação digital e assessoria de imprensa sejam desenvolvidas de forma integrada, de modo a garantir a consistência da marca IDH.

Todo o trabalho a ser realizado terá a participação e supervisão direta da gerência de comunicação da IDH Brasil.

Objetivos específicos

O trabalho com a imprensa e formadores de opinião deve incluir a atualização constante de mensagens-chave, briefings, talking points e Q&As; o estabelecimento de estreito relacionamento com jornalistas e veículos-chave, com a manutenção de um mailing list prioritário e atualizado; criação de artigos de opinião, press releases, sugestões de pauta e apoio de porta-vozes da IDH em entrevistas, sempre que necessário.

O trabalho de comunicação digital deve incluir a gestão integrada, constante e rotineira das páginas e perfis já existentes da IDH Brasil no LinkedIn, Instagram e Facebook, a criação dos respectivos conteúdos a serem publicados (considerando a estratégia de *thought leadership*), e o estabelecimento de relacionamento para ampliar e aperfeiçoar a presença da IDH nas mídias digitais, com o objetivo de informar, inspirar e engajar o público.

Entregas

As entregas previstas serão:

Entregas	Prazo
Plano anual de comunicação digital	15/04/25
3 peças de conteúdo finalizadas para divulgação em canais de mídia social: cards, textos, infográficos, imagens/carrosséis e vídeos	Semanalmente, iniciando com a entrega do plano e terminando no encerramento do contrato



Plano anual de assessoria de imprensa	15/04/25
Mailing de imprensa e formadores de opinião	15/05/25
Elaboração de press releases, artigos, entrevistas, notas, comunicados, posicionamentos, conteúdo para veículos de imprensa e influenciadores, monitoramento de clipping	Sob demanda, iniciando com a entrega do plano e terminando no encerramento do contrato
Relatório de desempenho conjunto incluindo produção, resultados alcançados e sugestões de melhoria (abril-junho)	30/06/25
Relatório de desempenho conjunto incluindo produção, resultados alcançados e sugestões de melhoria (julho-setembro)	30/09/25
Relatório de desempenho conjunto incluindo produção, resultados alcançados e sugestões de melhoria (outubro-dezembro)	19/12/25

Os planos a serem entregues devem incluir, entre outros, os seguintes itens e atividades:

Serviço 1: Imprensa e formadores de opinião

Atividade a) Plano de ação anual com objetivos, indicando principais oportunidades de divulgação, incluindo estratégias de comunicação específicas para ativação e posicionamento da IDH na imprensa, conforme temas prioritários, incluindo: conteúdos-chave, mapeamento de públicos-alvo, canais, veículos de imprensa, jornalistas e formadores de opinião relevantes aos temas, cronograma de desenvolvimento das atividades e metas por período (ano e trimestres);

Atividade b) Gerenciamento das demandas da imprensa/influenciadores, agendamento de entrevistas e preparação de porta-vozes com briefings específicos de acordo com o veículo;

Atividade c): Suporte para concepção de press trips e eventos especiais, como, por exemplo, COP30 no Brasil e Climate Week;

Serviço 2: Comunicação digital

Atividade a) Plano anual de estratégia digital, contendo: análise e diagnóstico sobre a visibilidade da marca, com base nos relatórios e inserções nos perfis das redes sociais da IDH (Instagram, Facebook e LinkedIn), criando uma matriz de relacionamento com adição de sugestões para aprimoramento; estratégia digital anual para os canais, objetivando o aumento da visibilidade dos conteúdos, número de seguidores e engajamento;

Atividade b) Implementação do plano com a criação e publicações de, pelo menos, 3 posts por semana nos canais de mídias sociais, reforçando a identidade da marca e trazendo inovação nos conteúdos;

Atividade c) Gestão de relacionamento, incluindo influenciadores da área, sugestão de resposta e interações com o público no LinkedIn, Instagram e Facebook, com acompanhamento constante de publicações de parceiros, menções e interações, atuando ativamente para gerar oportunidades de engajamento;



4. Procedimento para a Seleção

O procedimento será como segue:

1. Publicação do Termo de Referência para que os prestadores de serviços enviem uma proposta com base neste TdR.
2. Avaliação das propostas pelo comitê de avaliação. A comissão de avaliação avaliará as propostas com base nos critérios de seleção publicados nestes TdR.
3. Decisão sobre a seleção do Proponente.
4. Reunião inicial com o provedor de serviços selecionado.

O cronograma abaixo indica os cronogramas para o procedimento de licitação:

Processo de licitação	Cronograma
TdR publicado	10/03/25
Prazo para apresentação das propostas**	24/03/25
Seleção do Proponente	28/03/25
Início da prestação de serviços	07/04/25

** As propostas apresentadas após o prazo serão devolvidas e não serão consideradas no procedimento de licitação.

Após transcorrido o prazo para apresentação de uma proposta, a comissão de avaliação avaliará as propostas.

As propostas serão primeiramente analisadas quanto à sua totalidade:

- A ausência dos documentos citados na Seção 5 deste documento poderá levar à exclusão de participação no processo de licitação. Este também será o caso quando os requisitos mínimos indicados nestes TdR não sejam atendidos.
- Caso a proposta esteja completa, a comissão de avaliação avaliará a proposta com base no critério destacado na seção 6.

A atribuição será concedida ao prestador de serviços com a proposta economicamente mais vantajosa. Isso será determinado com base nos critérios de avaliação preço e qualidade.

A IDH rejeitará a proposta caso qualquer prática ilegal ou corrupta tenha ocorrido em associação à concessão ou ao processo de licitação

5. Requisitos da proposta

A IDH está solicitando aos prestadores de serviços que entreguem uma proposta com no máximo 05 páginas (excluindo biografias de empresas, CVs, amostras de trabalhos declarações e evidências especificamente solicitadas na seção 6 e referências). A proposta deverá ser entregue em uma versão



em MS Word ou PowerPoint juntamente com uma versão em PDF para facilitar uma eventual cópia e colagem de conteúdo necessária durante a avaliação. A proposta, assim como todos os demais materiais a serem produzidos e entregues no escopo deste TdR, deverão estar em língua portuguesa.

A proposta deve incluir, no mínimo:

Conteúdo:

- a. Uma abordagem resumida, bem documentada considerando os requisitos estabelecidos neste TdR. Solicitamos que a estrutura da proposta corresponda tanto quanto possível aos critérios de seleção;
- b. Máximo de três referências de clientes e uma amostra de trabalhos anteriores relevantes para as entregas previstas nestes TdR;
- c. Uma visão geral da equipe do projeto;
- d. Orçamento apresentado em reais (*incluindo impostos e todas as demais taxas aplicáveis*) com uma discriminação de dias/valor por membro da equipe do projeto (conforme modelo no Anexo 1);
- e. Declaração sobre o Motivo para Exclusão– veja seção 7 abaixo (Anexo 2).

Observe: Recomenda-se aos proponentes utilizarem produtos e/ou serviços ambientalmente corretos como parte de suas propostas, incluindo a limitação da quantidade de viagens para a execução dos serviços e, quando relevante e apropriado, o uso de reuniões virtuais.

Administrativo:

- f. Declaração e pagamento de impostos de acordo com a legislação nacional aplicável;
- g. Declaração confirmando que a empresa não possui débitos relativos a impostos e contribuições para a seguridade social;
- h. Comprovante de registro junto a um órgão nacional de registro de empresas, se aplicável;
- i. Formulário de solicitação de informações devidamente preenchido (Anexo 3);
- j. Cópia dos relatórios financeiros mais recentes (auditados);
- k. Declaração de aceitação da minuta do contrato (Anexo 6).

A proposta deverá ser enviada para Daniela Torezzan, no e-mail torezzan@idhtrade.org até **24 de março, às 18h (horário de Brasília)**.

6. Motivos para exclusão

Motivos para exclusão

1. Os proponentes serão excluídos da participação neste procedimento de licitação caso:



- a) se encontrem em situação de falência ou em processo de liquidação, tiverem seus negócios sob administração judicial, tiverem entrado em acordo com os credores, tiverem suspenso as atividades comerciais, estiverem sujeitos a procedimentos relativos a essas questões ou estiverem sujeitos a qualquer situação análoga decorrente de um procedimento similar previsto na legislação ou regulamentação nacional;
- b) estejam sujeitos a um processo de declaração de falência, a uma ordem de liquidação compulsória ou administração judicial, a um acordo com credores ou a qualquer outro processo semelhante.
- c) eles ou pessoas com poderes de representação, tomada de decisão ou controle sobre eles tenham sido condenados por um delito relacionado à sua conduta profissional por uma sentença com força de trânsito em julgado;
- d) tenham sido considerados culpados de má conduta profissional grave comprovada por qualquer meio que a IDH possa justificar;
- e) tenham deixado de cumprir obrigações relativas ao pagamento de contribuições à seguridade social ou pagamento de impostos de acordo com as disposições legais do país em que estão estabelecidos, ou com as leis da Holanda ou do país onde o contrato deve ser executado;
- f) eles ou pessoas com poderes de representação, tomada de decisões de controle sobre eles tenham sido objeto de sentença com força de trânsito em julgado por fraude, corrupção, envolvimento em uma organização criminosa, lavagem de dinheiro ou qualquer outra atividade ilegal;
- g) eles ou pessoas com poderes de representação, tomada de decisões ou controle sobre eles tenham sido condenados por um delito relacionado à sua conduta profissional;
- h) conflito de interesses (veja abaixo).

Os Proponentes devem confirmar por escrito que não se encontram inseridos em nenhuma das situações descritas acima.

- 2. Os Proponentes deverão ainda observar os mais altos padrões de ética durante a aquisição e execução de contratos, incluindo, sem limitação:
 - a. Não fazer uso de trabalho infantil ou trabalho forçado e/ou praticar discriminação e respeitar o direito à liberdade de associação e o direito de se organizar e participar em negociações coletivas, de acordo com as convenções fundamentais da Organização Internacional do Trabalho (OIT)
 - b. Respeitar os direitos sociais básicos e os aspectos ambientais.
 - c. Ter tolerância zero em relação à corrupção e irregularidades financeiras.
 - d. Tolerância zero em relação à falta de ação quanto à exploração sexual, abuso sexual e assédio sexual (SEAH).



Conflito de interesses

Os Proponentes não devem ter conflito de interesses ao apresentar uma proposta à IDH. Conflito de interesses refere-se a qualquer situação em que a proposta de um Proponente possa ser comprometida ou não seja imparcial e objetiva por motivos que envolvam família, vida pessoal, afinidade política ou nacional, interesse econômico ou qualquer outra conexão ou interesse compartilhado com outra pessoa. Caso o proponente suspeite de um potencial conflito de interesses de sua parte, ele deverá apresentar uma declaração por escrito estabelecendo todas as condições e circunstâncias desse(s) potencial(is) conflito(s) de interesses à IDH juntamente com sua Proposta.

Um conflito de interesses que não possa ser resolvido efetivamente por meios menos restritivos constitui um motivo de exclusão opcional para o proponente, de acordo com o artigo 2.87(1)(e) da Lei Holandesa de Aquisições.

Critérios mínimos:

Os prestadores de serviços ou as Propostas que não atendam aos critérios mínimos serão excluídos do procedimento de licitação e não serão avaliados em função dos outros critérios.

- 1 Experiência mínima de 5 anos na prestação dos serviços requeridos;
- 2 Conhecimento e experiência de atuação com questões socioambientais e agrícolas no Brasil;
- 3 Equipe multifuncional com conhecimento e experiência na produção de conteúdo especializado de alto impacto.

7. Pontuação e ponderação

A atribuição será concedida ao Proponente com a proposta economicamente mais vantajosa. A proposta economicamente mais vantajosa será determinada com base nos critérios de avaliação de preço e qualidade.

Os critérios de avaliação são comparados e ponderados de acordo com o procedimento abaixo. O que segue é um esboço geral da metodologia de pontuação e uma explicação de como o prestador de serviços pode demonstrar a conformidade com os requisitos.

Etapa 1 - Qualidade do Critério

Serão atribuídas notas de avaliação para cada um dos componentes. A comissão de avaliação pontuará cada componente por unanimidade.

A IDH valoriza consideravelmente a qualidade, portanto, o prestador de serviços deve obter uma pontuação mínima de 3 em cada componente. Caso o prestador de serviços apresente uma pontuação inferior ou igual a 3 em um dos componentes, ele será excluído do processo de licitação e da adjudicação do contrato.



A proposta será avaliada com base nos seguintes critérios de seleção:

Componente		Critérios	Classificação máx.
1	Proposta geral	A medida em que a proposta atende aos requisitos estabelecidos na Seção 3 acima e em todo este documento. O Proponente está apto a fornecer os serviços requeridos? O Proponente poderá fornecer uma solução abrangente?	5
2	Processo de Concepção e Desenvolvimento	A medida na qual o Proponente evidencia que um processo claro de concepção e desenvolvimento será seguido e que a IDH será devidamente consultada para receber informações durante a concepção e desenvolvimento O grau de clareza do que é exigido da IDH em termos de recursos humanos, ativos digitais e outros insumos para a realização do Projeto sem sobrecarregar o pessoal da IDH.	5
3	Histórico	O grau em que o Proponente apresenta o nível de especialização e conhecimento necessário para cumprir os requisitos tanto como membro da equipe quanto como empresa. O grau em que o Proponente fornece uma descrição clara da equipe do projeto, experiência relevante (participando de projetos similares) dos membros da equipe e alocação de tempo por membro da equipe. Experiência relevante no setor de entidades sem fins lucrativos e conhecimento de língua inglesa são consideradas vantagens.	5

O comitê de avaliação pontuará unanimemente cada componente atribuindo notas de 1 até a nota máxima, com a nota máxima representando um desempenho perfeito no componente e 1 representando um desempenho extremamente ruim no respectivo componente.

Etapa 2 - Critério de Preço

O Proponente deverá seguir o modelo de Orçamento (Anexo 1 a este Termo de Referência).

Deve ser apresentado um preço combinado em reais (incluindo impostos e todas as demais taxas aplicáveis). Esse valor deve ser discriminado indicando o valor e o número de horas por membro da equipe.

O critério de avaliação é como segue: para cada orçamento, o preço mais baixo receberá 5 pontos. Todos os outros receberão pontos relativos à oferta mais baixa (por exemplo, oferta A: 20 mil, oferta B: 25K, oferta C: 28K; a oferta A receberá 5 pontos; a oferta B receberá $(20/25)*5 = 4$ pontos; a oferta



C receberá $(20/28) \times 5 = 3,6$ pontos). Todas as pontuações serão automaticamente arredondadas para a primeira casa decimal (por exemplo, se um candidato obtiver uma pontuação de 3,5782, a pontuação será arredondada para 3,6).

Etapa 3 - Ponderação

A pontuação final será ponderada considerando 75% com base na Qualidade e 25% com base no Preço.

Caso as pontuações dos prestadores de serviços sejam iguais, a prioridade será baseada nas pontuações totais que foram dadas para o Critério de Qualidade. A tarefa será atribuída ao prestador de serviços que tiver recebido a pontuação mais alta para o Critério de Qualidade. Se a avaliação do Critério de Qualidade não levar a uma distinção, a pontuação para o componente “Proposta geral” será decisiva. Se isso não levar a uma distinção, a classificação será determinada pelo sorteio de lotes.

Decisão

Uma vez que a IDH tenha decidido a qual Proponente será selecionado, será enviada uma notificação por escrito a todos os Proponentes participantes no processo de licitação.

O prestador de serviço será contratado por meio de uma carta de cessão, seguindo o modelo da IDH (Anexo 4).

Observação: qualquer uma das disposições estabelecidas no modelo de carta de cessão poderá ser alterada, sujeita à decisão unilateral da IDH.

8. Comunicação e Confidencialidade

O prestador do serviço garantirá que todos os seus contatos com a IDH, com relação à licitação, durante o processo de licitação serão feitos exclusivamente por escrito por meio de e-mail para Daniela Torezzan via torezzan@idhtrade.org. Assim, o prestador do serviço fica explicitamente proibido, para evitar a discriminação dos outros prestadores de serviços e para assegurar a diligência do procedimento, de manter qualquer contato com qualquer outra pessoa da IDH além da pessoa indicada na primeira frase deste parágrafo.

Os documentos fornecidos por ou em nome da IDH serão tratados de forma confidencial. O prestador do serviço também exigirá confidencialidade de quaisquer partes com as quais se comprometa. Qualquer violação do dever de confidencialidade por parte do prestador do serviço ou de seus terceiros contratados dará à IDH motivos para exclusão do prestador de serviços, sem exigir qualquer aviso prévio por escrito ou verbal.

Todas as informações, documentos e outros dados solicitados ou fornecidos pelos prestadores do serviço serão tratados com o devido cuidado e confidencialidade pela IDH. As informações fornecidas serão arquivadas como confidenciais após avaliação pela IDH. As informações fornecidas não serão devolvidas ao prestador do Serviço.



9. Isenção de responsabilidade

A IDH se reserva o direito de atualizar, alterar, estender, adiar, retirar ou suspender o TdR, este procedimento de licitação, ou qualquer decisão relativa à seleção ou concessão de contrato. A IDH não é obrigada neste processo de licitação a tomar decisões sobre a concessão de contratos ou a concluir um contrato com um participante.

Os participantes no processo de licitação não podem exigir compensação da IDH, de quaisquer pessoas ou entidades afiliadas, de forma alguma, caso ocorra alguma das situações acima mencionadas.

Ao entregar uma proposta, os participantes aceitam todos os termos e ressalvas feitas neste TdR, e as informações e documentação subsequentes neste processo de licitação.

10. Anexos

Anexo 1: Modelo de orçamento (Budget template)

Anexo 2: Declaração sobre os motivos da exclusão (Statement on grounds of exclusion)

Anexo 3: Formulário de solicitação de detalhes (Detail request form)

Anexo 4: Carta de Atribuição (Letter of Assignment)

Anexo 5: Termos e Condições Gerais da IDH para Prestação de Serviços (IDH General Terms and Conditions for Services)

Anexo 6: Declaração de aceitação da minuta do contrato (Statement of acceptance draft contract)

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			-	e.g. xx working days of lead evaluator to review project information and provide inputs to the methodological design
Key expert 1	Working days			-	e.g. key expert will support the methodology design and secondary information review
Key expert 2	Working days			-	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)
Other	Working days			-	Add rows if additional costs are incurred at this stage and detail what these are about
Sub-total D.1	Number of working days			-	
2. DELIVERABLE 2: XXX					
XXXX	Working days			-	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)
XXXX	Working days			-	
XXXX	Working days			-	e.g. travel allowance and hire of 3 vehicles for field data collection for 10 people during 10 days. Total surveyees 400 people
XXXX	Lumpsum			-	e.g. 10 days field work of 10 enumerators
XXXX	Working days			-	Add rows if additional costs are incurred at this stage and detail what these are about
Other				-	
Sub-total D.2	Number of working days			-	
3. DELIVERABLE 3: XXX					
XXX	Working days			-	Add rows if additional costs are incurred at this stage and detail what these are about
XXX	Working days			-	
Other				-	
Sub-total D.4	Number of working days			-	
4. DELIVERABLE 3: POWER POINT PRESENTATION AND LEARNING SESSION					
XXX	Working days			-	Add rows if additional costs are incurred at this stage and detail what these are about
XXX	Working days			-	
Other				-	
Sub-total D.3	Number of working days			-	
TOTAL BUDGET EXCLUDING TAXES					
CONTINGENCY	%			-	If applicable.
TAXES (IF APPLICABLE)				-	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.
TOTAL BUDGET				-	

Statement on grounds of exclusion

By signing this statement, the Applicant confirm that they are not in one of the situations listed in Section [number] of the Terms of Reference for [subject tender].

Name Applicant:

Name Signatory*:

Position:

Date:

Signature:

**This statement shall be signed by a person with authority to represent the Applicant as appears in the trade register in the Applicant's country of registration.*

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.

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.

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

[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 Agreement as Annex 2 (the "**Proposal**"), which includes the approved budget and planning. The Services shall consist of the following:
 - I. **example**
 - II. **example**
 - III. **example**The Services will result in the following deliverables:
 - A. **example**
 - B. **example**
 - C. **example**
4. The Services by the Consultant will be completed by **[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 the rates set out in the Proposal.
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 as follows:

	Invoice amount	Invoice date	Special conditions
First invoice	EUR XXX (50% of the total amount)	The first invoice may be sent after signing of this Agreement.	The first invoice includes an advance payment for any expenses included in the Proposal.
Second invoice	EUR XXX (50% of the total amount)	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 second invoice.

All invoices shall make specific reference to the contract number [insert ROSA 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. Only the actual costs incurred shall be reimbursed, therefore the Consultant may not charge VAT on top of the aforementioned 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. Without prejudice to the Intellectual Property and Confidentiality rights and obligations contained in this Agreement, the Parties hereby acknowledge and agree that 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 [insert date] and shall terminate automatically on [insert date], unless extended by the Parties in writing.
16. Any Party may terminate 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 survive termination of the Agreement.

SIGNATURE PAGE FOLLOWS

SIGNED BY THE PARTIES FOR AGREEMENT:**For IDH**-----
Name: [name of representative]

Position: [insert job title]

Date: _____

For the Consultant-----
Name: [name of representative]

Position: [insert job title]

Date: _____

Attached to and integral part of this Agreement are:

Annex 1: IDH General Terms and Conditions for Services

Annex 2: Proposal '[insert name of the Proposal]'

IDH SUSTAINABLE TRADE INITIATIVE GENERAL TERMS AND CONDITIONS for services

Contents

I.	GENERAL CONDITIONS.....	1
1.	DEFINITIONS.....	1
2.	APPLICABILITY OF THE IDH GENERAL TERMS AND CONDITIONS FOR SERVICES.....	1
3.	LIMITATION OF LIABILITY	2
4.	INDEPENDENCE.....	2
5.	FRAUD AND CORRUPTION.....	2
6.	CONFLICT OF INTEREST	2
7.	PRIVACY	2
8.	PROCESSING OF PERSONAL DATA	2
9.	ICSR.....	3
10.	COMPETITION COMPLIANCE	3
11.	SAFEGUARDING	3
12.	SPEAKUP	3
II.	PERFORMANCE OF THE SERVICES.....	4
13.	RESPONSIBILITIES OF THE CONTRACTING PARTY	4
14.	DELAYS, UNFORSEEN CIRCUMSTANCES, CHANGES TO THE SERVICES	4
15.	COMPLIANCE WITH LOCAL LAWS	4
16.	THIRD PARTY COMPLIANCE	4
17.	INSURANCES	4
18.	GOOD ADMINISTRATION.....	4
19.	RIGHT TO AN ADDITIONAL AUDIT	5
III.	FINANCIAL CONDITIONS	5
20.	FUNDING BY IDH.....	5
21.	EXCHANGE RATES	5
22.	TRANSFER OF FUNDS & PAYMENT CONDITIONS	5
IV.	CONFIDENTIALITY	5
23.	CONFIDENTIALITY.....	5
V.	INTELLECTUAL PROPERTY	5
24.	INTELLECTUAL PROPERTY.....	5
VI.	TERM & TERMINATION.....	6
25.	TERM	6
26.	AMENDMENT & TERMINATION	6
VII.	APPLICABLE LAW & DISPUTE RESOLUTION	6
27.	APPLICABLE LAW.....	6
28.	DISPUTE RESOLUTION	6

These General Terms & Conditions for services of IDH Sustainable Trade Initiative ("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 IDH Sustainable Trade Initiative, the following definitions apply:

"IDH": Stichting IDH Sustainable Trade Initiative, 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](https://www.idhsustainabletrade.com/policies), 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](https://www.idhsustainabletrade.com/policies) 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:
- process personal data in accordance with applicable laws and regulations regarding the processing of personal data, including but not limited to the GDPR;
 - 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:
- 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 18.1 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.*