

Terms of Reference

Stichting IDH

HUBs IDH at municipal level – Producers Support Center (CAP)

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.

On basis of these Terms of Reference (“ToR”) IDH aims to select a party **to provide and management of four analysts to support producers at IDH HUBs at the municipal level (Producers Support Center-CAP) on procedures of the environmental register (CAR) and land tenure regularization procedures of the Mato Grosso State.**

2. Background

Since 2015, IDH has been working in Brazil on an innovative approach to promoting long-term sustainable land use. We connect rural producers, companies, governments, local communities, financiers, and investors to establish collective governance models. These alliances create an environment for positive and reliable dialogue, aiming to solve complex issues through a common approach: economic and social development coupled with the protection of forests. As a result, agricultural products are produced sustainably, small producers and local communities are included in socio-productive chains, and natural resources are conserved and protected.

In IDH-funded projects, a territorial (landscape) approach is applied, which seeks to promote long-term sustainable management and development, with three central pillars: Produce, Conserve, and Include (PCI). Based on these pillars, we work on strategic fronts with companies, governments, and producers on developing green growth plans, connecting companies, proposing financial solutions, and supporting producers.

To support the sub-regional municipal model of PCI (PCI compacts) on their goals related mainly to environmental and land tenure regularization IDH has been implementing the **IDH HUBs (Producers Support Center -CAP) in four (4) municipalities in Mato Grosso State (Juruena, Cotriguaçu, Sorriso and Barra do Garças).**

3. Assignment

I. Objectives

The overall objective of this Assignment is to provide qualified personnel to support the IDH HUBs (Producers Support Center -CAP) on activities of the environmental registers (CAR) and land tenure regularization procedures in accordance with the Mato Grosso state and Federal legislations and



provide information regarding projects and opportunities for producers in the PPI Compact region. The Consultant will be expected to provide and manage the analysts in accordance with the required professional profile and expertise, as outlined below, for a period of five (5) months.

II. Scope of Services

The Consultant will engage and manage four (4) analysts to support producers at IDH HUBs at the municipal level (Producers Support Center - CAP) on procedures of the environmental register (CAR) and land tenure regularization procedures of the Mato Grosso State within the municipalities where IDH together with local stakeholders has established PPI Compacts (Juruena, Cotriguaçu, Sorriso and Barra do Garças).

The Services shall consist of the following:

- I. Preparation of environmental registers (CAR)
- II. Supporting on land tenure regularization procedures in accordance with the Mato Grosso state and Federal legislations;
- III. Recommendations for forest restoration in the Mato Grosso region where the PPI Compacts are established.
- IV. Support for producers to access projects and opportunities in the Mato Grosso region where the PPI Compacts are established.

The CAP service team must include:

- To perform these activities, four (4) analysts will be responsible for the full range of services outlined in this term. They must hold either a technical degree or a higher education degree in Agronomy, Forestry Engineering, Environmental Engineering, Cartographic Engineering, Geography, Biology, or related fields. The professionals must have proven expertise in the scope of the required services, valid professional registration, solid knowledge of GIS tools (such as ArcGIS), in-depth understanding of Brazilian environmental legislation—particularly the Forest Code—and Mato Grosso State regulations, as well as demonstrated experience in conducting environmental regularization analyses.
- The Consultant must assign and manage these analysts who meet the required professional profile and expertise for a period of five (5) months.

1. Monitoring

The Consultant must monitor the implementation and services provided by the CAP. This information must be reported periodically (every two months) to IDH.

III. Deliverables

The deliverables of this assignment will be:

Deliverables of assignment	Deadline
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Report A (activities Aug - Sep)	15/10/2025
Report B (activities Oct - Nov)	15/12/2025
Report C (activities Dec)	15/01/2026

Reports must be sent to IDH every two months. The report must include at least the following items:

I. Hiring and monitoring the CAP team

- Numbers of farmers/farm attended;
- Type of attendance;
- Name of producers/farms;
- Main farm activities;
- Projects and resource accessed by producers;
- Attendance gender information
- Total area;
- Production area;
- Production per crop;
- Forest area (preservation, APP or Legal Reserve);
- Farms Shapefiles

Note: the Consultant will be responsible for data collection and processing in line with the principles and rules of EU GDPR and Brazilian LGDP.

4. Selection Procedure

The selection (tender) procedure will be as follows:

1. Publishing the ToR.
2. Evaluation of the proposals. The the evaluation committee will evaluate the proposals based on the selection criteria as published in this ToR. The evaluation committee will make the decision on selection of the Consultant.
3. Inception meeting with the selected Consultant.

The schedule below indicates the timelines for the tender procedure:



Tender process	Timeline
ToR published	16/07/2025
Deadline for submission of proposals*	27/07/2025
Selection of Applicant	29/07/2025
Start of assignment	01/08/2025

** Proposals submitted after the deadline will be returned and will not be considered in the tender procedure.*

After the deadline to submit a proposal has passed, the evaluation committee will evaluate the proposals.

The proposals will first be tested for completeness:

- The absence of the documents referred to in Section 5 of this document can lead to exclusion from further participation in the tender procedure. This is also the case when minimum requirements listed in this ToR are not met.
- If the proposal is complete, the evaluation committee will evaluate the proposal based on the criteria outlined in Section 6.

The assignment will be awarded to the service provider with the most economically advantageous tender. This is determined based on the evaluation criteria price and quality.

IDH will reject the proposal if any illegal or corrupt practices have taken place in connection with the award or the tender procedure.

5. Proposal requirements

IDH is requesting the service providers to hand in a proposal of maximum 5 pages (excluding company biographies, CVs, sample work, declarations and evidence specifically requested in section 6 and references). The proposal must be handed in a MS Word or PowerPoint version next to a PDF submission to facilitate any copy-and-pasting of content that we may need during evaluation.

The proposal must at least include:

Content:

- a. A succinct, well-documented approach addressing the requirements set out this ToR. We request that the proposal structure match the selection criteria as closely as possible
- b. Maximum of three client references and a sample of previous work relevant to the deliverables in this ToR
- c. An overview of the project team (including general profiles of team members)



- d. Budget presented in Euros (*including VAT and all other applicable taxes*) with a break-down of days/rate per project team member
- e. Statement on Ground for exclusion (see section 6 below)

Please note: Applicants are encouraged to utilize environmentally-sound products and/or services as part its proposals, including limiting the amount of travel to perform the services and, where relevant and appropriate, rather use virtual meetings.

Administrative:

- f. Declaration and payment of tax in accordance with the relevant national legislation,
- g. Declaration confirming that it is free from debts regarding taxes and social security contributions,
- h. Proof of registration with a national registrar of companies, if applicable,
- i. Completed detail request form (Annex 4)
- j. Copy of most recent (audited) financial accounts
- k. Statement of acceptance draft contract (Annex 3)

The proposal must be submitted to Alex Schmidt at schmidt@idhtrade.org before 27/07/2025 **at 6:00 PM (Mato Grosso/GMT-4)**.

6. Testing and weighing

The Assignment will be awarded to the Applicant with the most economically advantageous tender. The most economically advantageous tender is determined on the basis of the evaluation criteria of price and quality.

Grounds for exclusion

1. Applicants shall be excluded from participation in this tender procedure if:
 - a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b) They are the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by court, or for an arrangement with creditors or of any other similar proceedings.
 - c) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;



- d) they have been guilty of grave professional misconduct proven by any means which the IDH can justify;
- e) they have not fulfilled 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 of the Netherlands or those of the country where the contract is to be performed;
- f) they or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization, money laundering or any other illegal activity.
- g) They or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct.

Applicants must confirm in writing that they are not in one of the situations as listed above.

- 2. Applicants shall further observe the highest standards of ethics during the procurement and execution of contracts, including without limitation:
 - a. Not making use of child labor or forced labor and/or practice discrimination and respecting the right to freedom of association and the right to organize and engage in collective bargaining, in accordance with the core conventions of the International Labor Organization (ILO).
 - b. Respecting basic social rights and environmental aspects.
 - c. Having zero-tolerance for corruption and financial irregularities.
 - d. Having zero-tolerance for inaction to sexual exploitation, sexual abuse, and sexual harassment (SEAH).

Conflict of Interest

Applicants shall not have a conflict of interest in submitting a tender application to IDH. Conflict of interest refers to any situation where an applicant's application may be compromised or not impartial and objective for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person. Should the applicant suspect any potential conflicts of interest on its part, it shall submit a written statement setting forth all conditions and circumstances of such potential conflict(s) of interest to IDH together with its application.

Scoring and weighing

The evaluation criteria are compared and weighed according to the procedure below. This concerns a general outline of the scoring methodology and an explanation how the service provider can demonstrate compliance with the requirements.

Step 1 - Criterion Quality

Evaluation scores will be awarded for each of the components. The evaluation committee will score each component unanimously.



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

Component		Criteria	Max. Grading
1	Proposal overall	The extent to which the proposal meets the requirements set out in Section 3 above and throughout this document. Can the Applicant deliver the requirement deliverables? Will the Applicant be able to deliver a comprehensive solution?	5
2	Design and Development process	<p>The extent to which the Applicant demonstrates that a clear design and development process will be followed and IDH is adequately consulted for input during the design and development.</p> <p>The extent to which it is clear what is required of IDH in terms of human resources, digital assets and other input to deliver the Assignment without being too onerous on IDH staff.</p>	5
3	Track record	<p>The extent to which the Applicant presents the required level of expertise and knowledge to fulfil the requirements both at team member and company level.</p> <p>To extent to which the Applicant gives a clear description of the project team, relevant (delivering similar projects) experience of team members and time allocation per team member.</p> <p>Relevant experience in non-profit sector is advantageous.</p>	5

The evaluation committee will unanimously score each component by assigning scores from 1 to the maximum grading, with the maximum grading representing optimal performance on the component and 1 representing extremely poor performance on the respective component.

Step 2 - Criterion Price

A combined price in Euros (*including VAT and all other applicable taxes*) is to be presented. This is to be broken down by team member rate and hours.

The criterion of assessment is “the best price for the proposed level of quality” with a maximum grading of 5.

Step 3 - Weighting

The final score will be weighted 75% on Quality and 25% on Price.

If scores of service providers are equal, priority will be based on the total scores that were given for the Criterion Quality. The assignment will be awarded to the service provider that has received the highest score for the Criterion Quality. If the evaluation of the Criterion Quality does not lead to a distinction, the score for the component “Proposal overall” will be decisive. If this does not lead to a distinction, the ranking will be determined by the drawing of lots.

Award



Once IDH has decided to which Applicant it intends to award the assignment, a written notification thereof is sent to all Applicants participating in the tender procedure.

The Applicant is contracted via a letter of assignment, following IDH's template (Annex 1). Additionally, the Consultant and IDH will enter into a Data Processing Agreement, as per Annex 5, as to the part of the Assignment which encompasses personal data collection.

7. Communication and Confidentiality

The Service provider will ensure that all its contacts with IDH, with regards to the tender, during the tender procedure take place exclusively in writing by e-mail to Alex Schmidt via schmidt@idhtrade.org. The Service provider is thus explicitly prohibited, to prevent discrimination of the other Service providers and to ensure the diligence of the procedure, to have any contact whatsoever regarding the tender with any other persons of IDH than the person stated in the first sentence of this paragraph.

The documents provided by or on behalf of IDH will be handled confidentiality. The Service provider will also impose a duty of confidentiality on any parties that it engages. Any breach of the duty of confidentiality by the Service provider or its engaged third parties will give IDH grounds for exclusion of the Service provider, without requiring any prior written or verbal warning.

All information, documents and other requested or provided data submitted by the Service providers will be handled with due care and confidentiality by IDH. The provided information will after evaluation by IDH be filed as confidential. The provided information will not be returned to the Service provider.

8. Disclaimer

IDH reserves the right to update, change, extend, postpone, withdraw, or suspend the ToR, this tender procedure, or any decision regarding the selection or contract award. IDH is not obliged in this tender procedure to make a contract award decision or to conclude a contract with a participant.

Participants in the tender procedure cannot claim compensation from IDH, any affiliated persons or entities, in any way, in case any of the afore-mentioned situations occur.

By handing in a proposal, participants accept all terms and reservations made in this ToR, and subsequent information and documentation in this tender procedure.

9. Language

This ToR was published in English and Portuguese. In the event of any conflicts between the English version of the ToR and the Portuguese version thereof, the English version of the ToR will prevail and be the authoritative document as to the subject matter contained herein.

10. Annexes

Annex 1: Letter of Assignment

Annex 2: IDH General Terms and Conditions for Services

Annex 3: Statement of acceptance draft contract



Annex 4: Detail request form

Annex 5: Data Processing Agreement

[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]'

STICHTING IDH

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.	DATA AND PRIVACY	2
8.	PROCESSING OF PERSONAL DATA	2
9.	ICSR	3
10.	COMPETITION COMPLIANCE	3
11.	SAFEGUARDING	3
12.	PROCUREMENT	3
13.	E&S POLICY	4
14.	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	5
17.	INSURANCES	5
18.	GOOD ADMINISTRATION	5
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	6
23.	CONFIDENTIALITY	6
V.	INTELLECTUAL PROPERTY	6
24.	INTELLECTUAL PROPERTY	6
VI.	TERM & TERMINATION	6
25.	TERM	6
26.	AMENDMENT & TERMINATION	6
VII.	APPLICABLE LAW & DISPUTE RESOLUTION	6
27.	APPLICABLE LAW	7
28.	DISPUTE RESOLUTION	7

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 IDH Sustainable Trade Initiative, 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, and its Affiliates.

"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 on the '*Policies and codes*' webpage: <https://idh.org/about/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 on the '*Policies and codes*' webpage: <https://idh.org/about/policies>.

8. PROCESSING OF PERSONAL DATA

8.1 With regards to the processing of personal data under the Agreement, 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.

8.2 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;

8.3 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.

8.4 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 on the '*Policies and codes*' webpage: <https://idh.org/about/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 on the '*Policies and codes*' webpage: <https://idh.org/about/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 on the '*Policies and codes*' webpage: <https://idh.org/about/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. PROCUREMENT

12.1. The Parties recognize that public trust and accountability are paramount, and that sound procurement practices are essential to ensure the efficient, transparent, and fair use of funds under the Entire Agreement, maximizing value for money while maintaining the highest ethical standards and fair market competition. The Contracting Party commits to adhere to internationally and domestically recognized best practices in procurement throughout the execution of the Entire Agreement.

12.2. If the Project is financed in whole or in part by NICFI or NORAD, the Contracting Party shall comply with the NORAD/NICFI Procurement Rules. Adherence to the applicable procurement rules is mandatory for the Contracting Party, and any third parties involved in the procurement process. The Contracting Party

remains fully responsible for the acts and omissions of the third parties as its own.

12.3. Compliance with this Section 12 is considered a material obligation under the Entire Agreement.

12.4. In the context of the Entire Agreement, "Procurement" shall mean any acquisition of goods, services, and works by any method, including but not limited to purchase or lease.

12.5. The Parties are aware of the IDH Procurement Policy, which can be found via the 'Our Policies' tab on the 'About' webpage: <https://idh.org/about/policies>.

13. E&S POLICY

13.1. The Parties are aware of the *IDH Environmental & Social Policy* (also referred to as "**E&S Policy**"), which can be found via the 'Our Policies' tab on the 'About' webpage: <https://idh.org/about/policies>.

13.2. The Contracting Party specifically commits to comply with the six core E&S Principles listed in the E&S Policy, and to meet – at least – the minimum requirements stated therein.

13.3. The Contracting Party will at all times actively participate in development and execution of an E&S Risk Management process if so invited by IDH, as laid down in the E&S Policy.

13.4. Compliance with this Section 13 is considered a material obligation in the context of the Entire Agreement.

14. SPEAKUP

14.1 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.

14.2 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 on the 'Policies and codes' webpage: <https://idh.org/about/policies>).

14.3 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 on the 'Policies and codes' webpage: <https://idh.org/about/policies>).

II. PERFORMANCE OF THE SERVICES

15. RESPONSIBILITIES OF THE CONTRACTING PARTY

15.1 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.

15.2 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.

16. DELAYS, UNFORSEEN CIRCUMSTANCES, CHANGES TO THE SERVICES

16.1 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.

17. COMPLIANCE WITH LOCAL LAWS

17.1. 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.

17.2. 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.

- 17.3. In case a breach of article 17.1 occurs or such actual or potential conflict, as referred to in article 17.2, 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.

18. THIRD PARTY COMPLIANCE

- 18.1 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.
- 18.2 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.

19. INSURANCES

- 19.1 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.

20. GOOD ADMINISTRATION

- 20.1 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.

21. RIGHT TO AN ADDITIONAL AUDIT

- 21.1 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.

- 21.2 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

22. FUNDING BY IDH

- 22.1 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.

23. EXCHANGE RATES

- 23.2 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.

24. TRANSFER OF FUNDS & PAYMENT CONDITIONS

- 24.1 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.
- 24.2 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

25. CONFIDENTIALITY

25.1 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

26. INTELLECTUAL PROPERTY

26.1 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.

26.2 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**").

26.3 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

27. TERM

27.1 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.

28. AMENDMENT & TERMINATION

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

28.2 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.

28.3 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.

28.4 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

29. APPLICABLE LAW

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

30. DISPUTE RESOLUTION

30.1 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.*

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.]

DATA PROCESSING 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 **"Data Controller"**, 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 **"Data Processor"**.

Data Controller and Data Processor also together referred to as the **"Parties"** and individually as **"Party"**.

WHEREAS:

- A. On **[INSERT DATE]**, the Parties concluded an agreement under which Data Processor will conduct **[DESCRIPTION SERVICES]** (the **"Agreement"**);
- B. Under the Agreement, Data Processor will, on behalf of Data Controller, **[SERVICES]** and process Personal Data (as defined hereafter);
- C. Under article 28 of the General Data Protection Regulation, the Parties are required to conclude a data processing agreement;
- D. The Parties will enter into this data processing agreement (**"Data Processing Agreement"**) in order to fulfill their obligations under the General Data Protection Regulation.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

- 1.1. The following terms as used in this Data Processing Agreement shall, unless the context clearly indicates to the contrary, have the meanings set forth in this Clause:

"Agreement" means the agreement referred to in recital A hereto;

"Applicable Laws" means all laws and legislation, including the GDPR and the Dutch Implementation Act relating to the GDPR (*Uitvoeringswet AVG*), that are applicable to the Processing of Personal Data by the Data Controller and the Data Processor under the Agreement;

"Data Breach"	means any breach of security of Personal Data;
"Data Processing Agreement" or "DPA"	means the present data processing agreement including the annexes hereto;
"GDPR"	means the General Data Protection Regulation (EU) 2016/679;
"Personal Data"	means any information relating to an identified or identifiable natural person, obtained in relation to the Agreement, as set out in <u>ANNEX 1</u> ;
"Processing" or "Process"	means any operation or set of operations which is performed on Personal Data, whether or not by automatic means, as set out in article 4 of the GDPR;
"Sub Processor"	means any processor, as defined in the GDPR, engaged by the Data Processor and any processor engaged by the processor who agrees to Process Personal Data on behalf of the Data Controller; and
"Technical and Organizational Measures"	means the technical and organizational measures as defined in the GDPR.

2. OBLIGATIONS OF THE DATA PROCESSOR

The Data Processor shall:

- a. Process Personal Data in accordance with Applicable Laws;
- b. not Process any Personal Data other than in accordance with the Data Controller's instructions as set out in the Agreement;
- c. only store the Personal Data for as long as the Data Controller requires and correct, anonymize, block or delete the relevant Personal Data at the Data Controller's instructions; and
- d. ensure that the only persons able to process or access any particular Personal Data in Data Processor's or Sub Processor's possession, custody or control in the performance of the Agreement are (i) the Data Processor's employees or (ii) Sub Processor's employees who need to process or access such Personal Data in order to carry out their duties in connection with the Agreement.

3. TECHNICAL AND ORGANIZATIONAL MEASURES

3.1. The Data Processor shall:

- a. adopt and maintain appropriate Technical and Organizational Measures. Such Technical and Organizational Measures will at least include the Technical and Organizational Measures as set out in ANNEX 2;

- b. taken into account the nature of the processing as well as with all the means at its disposal provide the Data Controller assistance in ensuring compliance with regard to the obligations arising from Applicable Laws, especially articles 32 up to and including 36 of the GDPR.
- 3.2. The Data Processor ensures that the Technical and Organizational Measures as mentioned in Article 3.1. are:
 - a. appropriate, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for rights and freedoms of persons, that, where appropriate, may include, but are not limited to:
 - i. the pseudonymization and encryption of personal data;
 - ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - iii. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - iv. a process for regularly testing, assessing and evaluating the effectiveness of Technical and Organizational Measures for ensuring the security of the processing.
 - b. adopted and applied in such a way that the Data Controller, with regard to the processing that is entrusted to the Data Processor, constantly acts in compliance with the Applicable Laws.
- 3.3. The Data Controller has the right to instruct the Data Processor to take additional security measures. The Data Processor shall implement these additional security measures within a reasonable time.

4. USE OF SUB PROCESSORS

- 4.1. The Data Processor may not engage a Sub Processor, unless the Data Processor:
 - a. obtains prior written consent of the Data Controller; and
 - b. enters into data processing agreements with the relevant Sub Processors which requires the Sub Processor to abide by the same obligations as the Data Processor under this Data Processing Agreement.
- 4.2. In relation to the Data Controller, the Data Processor is fully responsible for the fulfilment of the obligations of the Data Processing Agreement by the Sub Processor.

5. TRANSFER OF PERSONAL DATA

- 5.1. The Data Processor may only transfer and Process Personal Data in a country outside the Netherlands, if Data Processor acts in accordance with local applicable law and regulations on Processing of Personal Data.
- 5.2. The Data Processor may not transfer Personal Data to a country outside the European Economic Area ("EEA"), unless the Data Controller instructs the Data Processor in writing prior to the transfer or the Data Processor is obliged to transfer Personal Data on the basis of a statutory provision. In case a statutory provision requires the Data Processor to transfer personal data outside the EEA, the Data Processor will prior to the transfer inform the Data Controller, unless

the statutory provision due to overriding reasons of general interest prohibits the Data Processor from doing so.

- 5.3. If the Data Controller instructs the Data Processor to transfer personal data to a country outside the EEA the Data Processor is only permitted to transfer and process personal data to this country, in case:
- a. such country offers an adequate level of protection according to the EU 'white list' of countries offering adequate data protection standards; or
 - b. EC Model Clauses are concluded between the Data Controller and the Data Processor or a Sub Processor, as set out under article 46, paragraph 2, sub paragraph c and d GDPR; or
 - c. The transfer is allowed based on another legal ground under Applicable Laws and the Data Controller has explicitly consented with a transfer based on such legal ground.
- 5.4. In case Personal Data is transferred to a Sub Processor located in a country outside the EEA and there are no EC Model Clauses as set out under paragraph 5.3 (b) available that regulates the transfer between two processors, the Data Controller hereby instructs and authorizes the Data Processor to instruct the Sub Processor in Data Controller's name and vis-a-vis the Sub Processor's to conclude EC Model Clauses.

6. AUDITS

- 6.1. The Data Controller or another auditor mandated by the Data Controller is at any given moment entitled to audit Data Processor's and its Sub Processor's compliance with this Data Processing Agreement and more specifically with respect to the Technical and Organizational Measures.
- 6.2. The Data Processor shall provide the Data Controller and its auditors with all reasonable cooperation, access to its Processing facilities and assistance in relation to each audit and shall ensure that its Sub Processor's will do the same.
- 6.3. The Data Processor will cover its own as well as the Data Controller's expenses in connection with any such audit in the event that the Data Processor breaches this Data Processing Agreement.

7. CONFIDENTIALITY

- 7.1. The Data Processor keeps all Personal Data strictly confidential and ensures, prior to the disclosure of Personal Data to its employees, Sub Processors or employees of Sub Processors, that these persons are bound by the same conditions of confidentiality.
- 7.2. Subject to Article 7, the Data Processor may disclose Personal Data when a law requires the Data Processor to disclose Personal Data or when the Data Controller instructs the disclosure of Personal Data.
- 7.3. When a Data Processor has reasonable doubts as to whether the Data Processor is permitted to disclose information, Data Processor shall consult with Data Controller.
- 7.4. The obligation of confidentiality shall also apply after termination of this Data Processing Agreement.

8. NOTIFICATION OF A DATA BREACH

- 8.1. As part of the obligations incumbent on the Data Processor with regard to the security of personal data, the Data Processor shall establish and maintain procedures designed to reasonably detected Data Breaches and then implement the correct measures, including recovery measures.
- 8.2. The Data Processor will promptly, as soon as possible under the circumstances, notify the Data Controller, as set out in Article 8.3, about (i) any legally binding request for disclosure of Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, and (ii) a Data Breach.
- 8.3. The Data Processor will notify the Data Controller about every Data Breach as well as:
 - a. the start and end time and date and the location of such event;
 - b. the nature and scale of such event;
 - c. the department or part of the system in which the event occurred;
 - d. the time needed to reverse damage of the Data Breach;
 - e. the nature and scope of Personal Data records concerned;
 - f. the categories and approximate number of data subjects concerned;
 - g. the likely consequences of such event, including the consequences for the Data subject and a proposal to prevent damage and other negative consequences;
 - h. measures taken or to be taken to mitigate the consequences of the Data Breach; and
 - i. the name and contact details of the data protection officer or other contact point where more information about the Data Breach can be obtained.
- 8.4. The Data Processor will promptly, without delay, and in any case within 24 hours of discovery of a Data Breach notify, as set out under Articles 8.2. and 8.3., the Data Controller and subsequently keep the Data Controller fully informed about any progress of the recovery or other relevant developments with respect to such event.
- 8.5. The Data Processor shall without delay take all reasonable measures to recover the Personal Data and reduce the negative impact of a Data Breach. The Data Processor is obliged to inform Data Controller of these measures as soon as possible.
- 8.6. The Data Processor shall not, on its own initiative, notify data subjects that are affected or likely to be affected by a Data Breach or the supervisory authority that is competent to take notice of a Data Breach.

9. REQUESTS BY DATA SUBJECTS

- 9.1. The Data Processor will provide all reasonable assistance to ensure that the Data Controller is able to fulfil its legal obligations when a data subject exercises his or her rights under the Applicable Laws.
- 9.2. As soon as the Data Processor receives a request as mentioned in Article 9.1, the Data Processor shall promptly inform the Data Controller. The Data Processor shall not respond to the request without the consent of the Data Controller.
- 9.3. On the instruction of the Data Controller, the Data Processor shall, without delay, correct, erase or otherwise adjust or process the Personal Data.
- 9.4. The Data Processor will promptly inform the Data Controller about any request or complaint of the Data Subject with respect to the processing of its Personal Data.

10. LIABILITY

- 10.1. The Data Processor is liable for and indemnifies and hold the Data Controller harmless from and against all (i) damages; and (ii) fines imposed by regulators, which arise from or in connection with or the Data Processor's failure to perform any one or more obligations under this Data Processing Agreement.
- 10.2. Data Controller's entire and aggregate liability under this Data Processing Agreement, irrespective of the grounds for liability including indemnities and breached warranties, for any and all events will be limited to 50% of the fees paid to Data Processor under the Agreement in the twelve (12) months preceding the event giving rise to such liability.
- 10.3. Article 10.2 is not applicable to liability arising in connection with (i) wilful default or (ii) gross negligence.

11. TERM AND TERMINATION

- 11.1. This Data Processing Agreement is concluded on the moment the Parties signed the same and is effective until termination or expiration of the Agreement.
- 11.2. Parties agree that on the day of termination of this Data Processing Agreement, the Data Processor shall, at the choice and the costs of the Data Processor return all Personal Data and the copies thereof, by means of the Data Controllers choice, to the Data Controller or a third party designated by the Data Controller.
- 11.3. After the return of the Personal Data, a written rejection of the return of the Personal Data by the Data Controller, or if the Data Controller does not respond within one month after the offer to return the data, the Data Processor will promptly destroy all Personal Data. On request of the Data Controller, the Data Processor will confirm to the Data Controller in writing that it has destroyed the Personal Data.

12. MISCELLANEOUS

- 12.1. This Data Processing Agreement shall be governed by, and construed in accordance with, the laws of the Netherlands.
- 12.2. No term of this Data Processing Agreement shall be amended or modified, unless such amendments or modifications are made in writing with express reference to this Data Processing Agreement and signed by both parties.
- 12.3. The Data Processor will accept any modification of this Data Processing Agreement which is incorporated for the purpose of compliance with Applicable Laws.

SIGNATURE PAGE FOLLOWS

SIGNED BY THE PARTIES FOR AGREEMENT:

For IDH

Name:
Position:
Date:_____

For the [NAME PARTY]

Name:
Position:
Date:_____

ANNEX 1

DESCRIPTION OF PROCESSING OPERATIONS

Categories of personal data

The Personal Data processed concern the following categories of data:

- Name
- Address
- Telephone number
- Gender
- Financial data
- Household data
- Geolocation data
- [and other data provided by the farmer in relation to the interviews and surveys]

ANNEX 2

DESCRIPTION OF TECHNICAL AND ORGANIZATIONAL MEASURES

This Annex describes the technical and organizational security measures and procedures that the Data Processor shall maintain to protect the security of Personal Data. The Data Processor will keep documentation of technical and organizational measures identified below to facilitate audits and for the conservation of evidence.

[Insert IT security measures implemented by Data Processor]

1)

1.1) Physical access control

- *Is the office secured? For example by limiting access through locks, electronic entrance passes for staff members, biometric authentication, alarm system (also for natural hazards), security staff members, camera surveillance, accompany visitors, extra secured rooms (like server rooms) and registration of access.*

1.2) Technical access control

- *How are the servers protected? For example secured network, firewall and other protection against malware etc, separated server.*
- *In what manner are the computers protected? For example login name and password, secured transmission of authentication data, monitoring of online access (via web application e.g.)*
- *How is access to Personal Data secured? For example access based on the roles/authorised groups within software programs, document of roles and authorisations, registration of access, changeover possibilities, periodic back ups and an emergency plan.*

2) Management of the lifecycle of data

2.1) Enter data

- *In what way is it allowed to process Personal Data? For example determining purposes of processing, defining the use of Personal Data (read-only mode, blocking of data transfers, etc.), processing by trained professionals and closing of a non-disclosure agreement.*
- *How is the data processing being controlled? For example determining input, authorising input and checking of processing purposes.*

2.2) Security and storage of Personal Data

- *How is Personal Data protected? For example: encryption/pseudonymisation/anonymization of databases, transfer of devices, blocked entrance for USB's or similar devices, separation from processing activities, revised and testing of security measures.*
- *For what period of time can Personal Data be stored and how is it destroyed? For example automatized erasure, secured erasure and destruction, control of data minimisation and storage periods, erasure from a distance when devices are involved.*

3) Exchange of Personal Data

- *Who is allowed to receive or send Personal Data? For example determine safe receivers or senders, record data transfers.*

- *How is the exchange of Personal Data secured? Secured transfer of Personal data (via encryption), secured network, machinery to machinery authentication, digital signature, documents secured with passwords.*

4) Control

- *How are Technical and Organisational Measures, as they are named here, checked and evaluated? For example via an external or internal audit, periodic execution of a data protection impact assessment, appointment of a Data Protection Officer.*

ANNEX 3

DESCRIPTION OF SUB PROCESSORS

With prior consent of the Data Controller, the Data Processor engages the following Sub Processors:

- [INSERT]