

Terms of Reference

Stichting IDH

Program Brazil

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 service provider (the “**Consultant**”) to implement its Producers Support Centre (CAP) strategy at the municipal level in Juruena Valley Region, Barra do Garças Municipality and the Pantanal Region, Brazil. The analysts will assist producers in the beef value chain with connection and support to access to public policies, financial services, technical assistance and commercial opportunities.

2. Background

Since 2020, IDH has implemented the CAPs in various regions of Brazil, including the state of Mato Grosso, to promote long-term sustainable management and development of territories. These hubs support producers with environmental regularisation and land tenure issues, promoting better land use and social inclusion. In line with IDH Brazil’s new strategy for the cycle 2026-2030, which aims to promote a more sustainable beef value chain, the CAPs will now focus on supporting producers with the connection and access to transformative mechanisms such as credit, commercial requalification and technical assistance programs, traceability and other initiatives,

3. Assignment

3.1 Objectives

The overall objective of this Assignment is to hire a Consultant to provide and manage qualified personnel to support the IDH CAPs in the implementation of its activities. The Consultant will be expected to provide and manage the CAPs’ staff in accordance with the required professional profile and expertise, as outlined below, for a period of ten (10) months.

3.2 Scope of Services

The Consultant will engage and manage six (6) analysts to support producers at IDH CAPs at the regional on the following topics:

I. **Public Policy Navigation**

Act as a structured access point connecting small cattle ranchers to existing state and federal programs, such as environmental regularization, traceability, and commercial requalification, replacing fragmented, high-touch support with a scalable facilitation model that accelerates compliance and formalization.



II. **Financial Access and Blended Capital**

Bridge producers to credit lines and innovative financing solutions for pasture restoration, productivity improvements, and low-carbon practices, reducing investment barriers while crowding in private capital.

III. **Technical Assistance Brokerage**

Operate as a coordination platform that connects producers with vetted technical assistance providers, ensuring efficient service delivery, avoiding duplication of efforts, and accelerating the adoption of climate-smart production systems.

- The CAP service team must include six (6) analysts to be responsible for the full range of services outlined in this term, considering two technicians per CAP. 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. These professionals must have proven expertise in the scope of the required services and valid professional registration. They must also have an in-depth understanding of Brazilian environmental legislation, particularly the Forest Code, as well as Mato Grosso state regulations. Experience with financial opportunities and credit for producers should also be part of the qualifications of the technicians hired.
- The Consultant must assign and manage these analysts who meet the required professional profile and expertise for a period of nine (09) months.
- Activities are expected to be conducted both individually and collectively, through events, workshops etc.
- All the infrastructure necessary to carry out the work must be provided by the partner.

3.3 *Monitoring*

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

The content of the reports will be defined at the first meeting after the start of the contract.

3.4 *Deliverables*

The deliverables of this assignment will be:

Deliverables of assignment	Deadline
Report A (activities Mar – Apr)	10 May 2026
Report B (activities May – Jun)	10 July 2026
Report C (activities Jul – Aug)	10 September 2026
Report D (activities Sept – Oct)	10 November 2026
Report E (activities Nov – Dec)	31 December 2026



4. Selection Procedure

The procedure will be as follows:

1. Publishing the tender and inviting services providers (the “**Applicants**”) to submit a proposal based on this ToR.
2. Evaluation of the proposals by the evaluation committee. The evaluation committee will evaluate the proposals based on the selection criteria as published in this ToR.
3. Decision on selection of the Consultant.
4. Inception meeting with the selected Consultant.

The schedule below indicates the timelines for the tender procedure:

Tender process	Timeline
ToR published	23 February 2026
Deadline for submission of proposals*	08 March 2026, 18:00 BRT
Selection of Consultant	12 March 2026
Start of assignment	23 March 2026

* 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 IDH evaluation committee will assess 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 selection committee will evaluate the proposal based on the criteria as set forth in Section 7.

The assignment will be awarded to the Applicant with the most economically advantageous tender. This is determined based on the evaluation criteria price and quality (see Section 6).

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 Applicant to hand in a proposal of maximum 6 pages (excluding company biographies, CVs, sample work 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 the CVs of the project team members.
- d. Budget (as per template in Annex 1).
- e. Statement on Ground for exclusion – see Section 6 below (as per the template in Annex 6).

Administrative:

- g. Completed detail request form (Annex 2).
- h. Copy of most recent (audited) financial accounts, if available.
- i. Statement of acceptance draft contract (Annex 5).

The proposal must be submitted to Alex Schmidt at schmidt@idhtrade.org before 08/03/2026 at 18:00 (Brasília time).

6. 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 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;
 - c) they have been guilty of grave professional misconduct proven by any means which the IDH can justify;
 - d) 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;



- e) 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.
- f) there is a conflict of interest (see below).

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

2. Applicants shall not make use of child labor or forced labor and/or practice discrimination and they shall respect 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).

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. A conflict of interest that cannot be solved effectively by less restrictive means constitutes an optional exclusion ground to an applicant, pursuant to article 2.87(1)(e) of the Dutch Procurement Act.

7. Scoring 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.

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	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. 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 project without being too onerous on our staff.	5
3	Track record	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. 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. Relevant experience in non-profit sector is advantageous.	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

The Applicant shall follow the Budget template (attached as Annex 1 to these Terms of Reference).

Please note that a combined price in Euros (both excluding and including VAT) is to be presented. This is to be broken down by team member rate and hours.

Given the non-for-profit nature of IDH, we encourage Applicant to clearly mention if the budget might be positively impacted by partial pro-bono work or reduced rate as a contribution to the successful delivery of the assignment.

The criterion of assessment is as follows: All others will receive points relative to the lowest offer (e.g., offer A: 20K, offer B: 25K, offer C: 28K; offer A receives 5 points; offer B receives $(20/25)*5 = 4$ points; offer C receives $(20/28)*5 = 3,6$ points). All scores will be automatically rounded to the first decimal point (for example, if an Applicant gets a score of 3,5782, the score will be rounded up to 3,6).



For the purpose of the assessment, the figures excluding VAT will be considered.

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 3).

Please note: the payment schedule set out in the letter of assignment template may be amended, subject to unilateral decision of IDH.

8. Communication and Confidentiality

All Applicants 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 participants is thus explicitly prohibited, to prevent discrimination of the other participants 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 Applicants will also impose a duty of confidentiality on any parties that it engages. Any breach of the duty of confidentiality by the Applicant or its engaged third parties will give IDH grounds for exclusion of the Applicant, without requiring any prior written or verbal warning.

All information, documents and other requested or provided data submitted by the Applicant 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 Applicant.

9. No remuneration

IDH respects the effort and time that Applicants are expected to put into this tender procedure. However, IDH has to use its financial means as economically as possible. Therefore, IDH will not remunerate Applicants for their interest and/or participation in the tender procedure.



10. 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 an Applicant.

Applicants 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, Applicants accept all terms and reservations made in this ToR, and subsequent information and documentation in this tender procedure.

11. Annexes

Annex 1: Budget template

Annex 2: Detail request form

Annex 3: Letter of Assignment

Annex 4: IDH General Terms and Conditions for Services

Annex 5: Statement of acceptance

Annex 6: Statement on Grounds of Exclusion

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

Detail Request Form

LETTER OF ASSIGNMENT

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

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

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

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

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

1. Consultant Details

Company Name: ⓘ

Name of Consultant: ⓘ

Form and Country of Legal Incorporation: ⓘ

Registration Number: ⓘ

Name of Registration Authority: ⓘ

Registered Address: ⓘ

Name of Legal Signatory: ⓘ

2. Bank Details

Bank Name:

Country:

Account Name:

Account Number:

Routing / ABA Number:

SWIFT Code:

3. Additional Information

Contracting process

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

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

LETTER OF ASSIGNMENT ("AGREEMENT")

THE PARTIES:

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

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

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

HEREBY AGREE AS FOLLOWS:

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

Scope of Services

3. The Consultant will provide services to IDH with regard to **[insert generic type of services]** (the "**Services**"), in accordance with the proposal enclosed to this 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]**.

- 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

- 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.
- 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.
- 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.

- 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.
- 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).

Data Processing

13. If the provision of the Services involves the processing of personal data on behalf of IDH, the Parties shall enter into a separate Data Processing Agreement (“DPA”) that complies with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and any relevant local legislation. The DPA shall form an integral part of this Agreement, and in the event of any inconsistency between the terms of this Agreement and the DPA regarding data protection and processing, the terms of the DPA shall prevail.

Exclusivity

14. 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.
15. 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

16. The Agreement will be effective as from [insert date] and shall terminate automatically on [insert date], unless extended by the Parties in writing.
17. Any Party may terminate the Agreement before the end of the term of the Agreement, subject to 30 days written notice.
18. The rights and obligations of the Parties which by nature are meant to survive this termination, shall 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

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

I. GENERAL CONDITIONS

1. DEFINITIONS

1.1. In these General Terms and Conditions of 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 'About' webpage: <https://idh.org/about>). 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. COMPETITION COMPLIANCE

- 9.1 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.

10. SAFEGUARDING

- 10.1 The Parties are aware of the IDH Safeguarding Policy (which can be found on the '*Policies and codes*' webpage: <https://idh.org/about/policies>).
- 10.2 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.
- 10.3 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 13.1 and 13.2 below.

- 10.4 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 13.1 and 13.2 below.
- 10.5 The Parties will fully co-operate with investigations into such incidents.
- 10.6 If the Contracting Party fails to comply with the IDH Safeguarding Policy or commits a breach of any of the terms included in article 10 IDH has the right to immediately terminate the Entire Agreement without the risk of incurring liability for damages or compensation.

11. PROCUREMENT

- 11.1 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.
- 11.2 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.
- 11.3 Compliance with this Section 12 is considered a material obligation under the Entire Agreement.
- 11.4 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.

11.5 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>).

12. E&S POLICY

12.1 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>).

12.2 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.

12.3 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.

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

13. SPEAKUP

13.1 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.

13.2 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>).

13.3 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

14. RESPONSIBILITIES OF THE CONTRACTING PARTY

14.1 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.

14.2 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.

15. DELAYS, UNFORSEEN CIRCUMSTANCES, CHANGES TO THE SERVICES

15.1 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.

16. NO DETRIMENTAL ACTIVITY

16.1 Each Party under this Agreement represents and warrants to the others that it knows of no activities or other matters not yet a matter of public information that should preclude a cooperation under this Agreement or prove detrimental to the other Party's interests. In addition, if in the future, any Party becomes aware of any activity or matter that may become detrimental to the interests of the other Party, then that Party shall promptly notify the affected party of the relevant facts and circumstances.

16.2 The Contracting Party shall immediately notify IDH in writing of any actual, pending, or threatened litigation, investigation, or allegation involving the Contracting Party, its management, shareholders, or key personnel that could reasonably be expected to affect its ability to perform its obligations under this Agreement or could pose a reputational or compliance

risk to IDH. Failure to disclose such information may be deemed a material breach of this Agreement.

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.
- 23.3 For all expenses incurred by the Contracting Party, an end-of-expense-period exchange rate as per Oanda shall be applied.

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.*

Annex [insert number] – Statement on Grounds for Exclusion

Do you or any member of your organisation have any direct or indirect personal or financial interest in IDH or its staff that could improperly influence the outcome of this tender procedure?

Yes No

If yes, please describe:

Are you aware of any current or past relationships (professional, financial, or personal) with any member of the Evaluation Committee of this tender procedure that could be perceived as a conflict of interest?

Yes No

If yes, please describe in detail the situation, the role of the person with the perceived conflict of interest in your organisation and their role in the tender procedure:

In the event that the answer to the question above is yes, please list and describe at least 3 (three) mitigating measures that your organisation is actively taking to prevent the conflict of interest:

Can you confirm that you will immediately disclose any situation that may give rise to a conflict of interest during the course of the assignment?

Yes No

If no, please describe:

Can you confirm that your organisation is not in one of the situations as referred to in Article 2.86 and 2.87 of the Dutch Procurement Act?

Yes No

If you cannot confirm it, please describe which situations your organisation is in:

By signing this statement, the Participant confirms that it has filled this form truthfully and it is not in one of the situations as referred to in Articles 2.86 and 2.87 of the Dutch Procurement Act.

Name Participant:

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.*