

Terms of Reference

Stichting IDH

Mapping the Physical Certified Cotton Chain in Brazil: Traceability, Segregation Costs and Brand Commitments

1. Introduction

Stichting IDH (“IDH”) accelerates and upscales 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 and its partners aim to select a service provider (the selected “**Consultant**”) **to map the physical certified cotton chain — including its traceability, segregation costs and brand commitments and targets, both in the domestic and international markets.**

2. Background

IDH works collaboratively to advance sustainability in production chains. Our mission is to improve jobs, income and the environment, also promote gender equality. Together with partners, we work to generate benefits for people and the planet through markets.

Globally, IDH's Cotton Programme works to make textile value chains more climate-resilient and regenerative, partnering with brands, retailers and producing-country governments to improve wages, working conditions, gender equality, sustainable sourcing and smallholder inclusion. This work is pursued through landscape-level initiatives spanning from raw material production to end markets, including the Climate-Smart Cotton Landscapes programme, the long-standing partnership with Better Cotton, and the Alternate Materials Accelerator Program, which is accelerating the adoption of recycled cotton and other alternative fibers.

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 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.

Within the cotton sector in Brazil, IDH has been implementing the Raízes da Caatinga programme across Brazil's semi-arid region, focusing on agroecological cotton as one of several regenerative and market-oriented value chains, alongside honey, fruits and other family farming systems. This work has



strengthened producer organisations, expanded technical assistance through producer service hubs, and facilitated access to credit and public policies. Building on these learnings, IDH sees an opportunity to impact the cotton sector at a larger scale, while also connecting with the previous experience working with soft commodities in Mato Grosso and Maranhão.

These opportunities have led IDH to explore a dedicated regenerative agriculture programme for large scale cotton, which lays out the market architecture needed to improvements in regenerative performance into credible, measurable and commercially relevant value for producers, brands and other market actors. Building on this vision, IDH is working with the ABR Institute/ABRAPA and Better Cotton to structure a programme that can accelerate the transition towards regenerative cotton production in Brazil. A key foundation for this programme is the mapping of the physical certified cotton chain — including its traceability, segregation costs and brand commitments and targets, both in the domestic and international markets.

ABR Institute/ABRAPA

The ABR Institute was created to broaden participation and strengthen decision-making within the ABR Program, bringing together different links of the cotton chain — producers, ginners, cooperatives, exporters, traders, research institutions and civil society — under a more collaborative and transparent governance model. Its Council, established in 2025, ensures the ABR sustainability programme remains aligned with the sector's best practices, incorporating innovations, reviewing criteria, and promoting methodological updates whenever necessary.

At the national level, the ABR Institute manages the Brazilian Responsible Cotton Programme (*Programa Algodão Brasileiro Responsável*), jointly approving priorities and action plans and monitoring their implementation, thereby supporting the continuous evolution of ABR's socio-environmental certification.

Better Cotton Initiative (BCI)

The Better Cotton Initiative (BCI) is the world's largest cotton sustainability programme. BCI's mission is to help cotton communities survive and thrive, while protecting and restoring the environment. Through a network of field-level partners, BCI supports growers in 16 countries to meet its standards enabling access to the BCI global supply chain. More than a fifth of the world's cotton is now grown under the BCI Standard and our membership network includes more than 2,400 members.

In Brazil, BCI has a standard recognition agreement with ABRAPA since 2013. This partnership allows Brazilian growers that are ABR-certified to sell their production as BCI Cotton to stakeholders around the globe. In 2025, BCI announced the transition to becoming a regenerative agriculture standard and in 2026 started the implementation of its new farm-level standard, the Principles & Criteria 3.2.

Building on this partnership, IDH, ABR Institute/ABRAPA and BCI are seeking a partner to support the initial phase of this new initiative, which consists of gathering the elements needed to build market pull and commercial incentives for regenerative cotton, while also laying the groundwork to accelerate regenerative cotton production in Brazil.

IDH and its partners are looking for a consultant or organisation to map the physical certified cotton chain — including its traceability, segregation costs and brand commitments and targets, both in the domestic and international markets.



3. Assignment

Objectives

The overall objective of this assignment is to map the physical traceability and segregation costs of Brazilian certified cotton — both in the international market, through Better Cotton Initiative (BCI), and in the domestic market, through SouABR — as well as the commitments and targets set by brands regarding regenerative cotton, so as to inform the design of a commercial mechanism that incentivises and scales regenerative cotton production in Brazil.

- **Mapping physical traceability and segregation costs of Better Cotton Initiative (BCI) cotton:** identify the main international value-chain pathways through which significant volumes of Brazilian Better Cotton flow, from production and ginning through trading, spinning and subsequent processing stages. For selected representative pathways, identify where physical segregation or identity preservation is currently possible, where commingling occurs, what operational changes would be required to maintain physical traceability, and estimate the incremental costs associated with segregation at each relevant stage.
- **Mapping the traceability system and segregation costs of SouABR:** document how the SouABR traceability system currently operates, including the actors, stages, data flows and chain-of-custody requirements involved. Identify domestic value-chain pathways and market segments where identity-preserved Brazilian cotton could be maintained through to brands or final products, and estimate the incremental operational and transaction costs of maintaining segregation and traceability along these pathways.
- **Mapping brand commitments and targets:** identify relevant Brazilian and international brands with existing commitments, targets or sourcing strategies related to regenerative cotton, including the volumes, timelines, geographies and definitions or standards associated with these commitments where available. Assess how these commitments could translate into demand for Brazilian regenerative cotton and identify potential brands and market segments for engagement in a future commercial mechanism.

Deliverables

The deliverables of this assignment will be:

Deliverables of assignment	Deadline
Work plan	1 week from signature of the contract
Brands commitments and targets mapping	3 weeks from signature of the contract
BCI physical cotton chain traceability and segregation costs	6 weeks from signature of the contract
SouABR physical cotton chain traceability and segregation costs	6 weeks from signature of the contract



Final activities report	8 weeks from signature of the contract
-------------------------	--

The results should be presented in anonymised form, without individual partner figures, to feed a broader sector conversation with other traders and brands.

4. Selection Procedure

The procedure will be as follows:

1. Publishing the tender and/or 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	21 September 2026
Deadline for submission of proposals**	08 October 2026, 17:00 CET
Selection of service provider	16 October 2026
Start of assignment	26 October 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 7).



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

For this assignment, IDH is setting a maximum budget of **EUR 15,000.00**, in which the Applicant must include all expenses related to taxes, travel, accommodation, meals, and materials required to provide the services.

Payments will be made in three instalments upon presentation of invoices, as follows:

- **First instalment (30%):** upon signing of the contract;
- **Second instalment (40%):** upon submission and approval of the preliminary report by IDH;
- **Third instalment (30%):** upon satisfactory completion of the assignment and delivery and approval of all final products.

All payments are subject to the acceptance of the corresponding deliverables by IDH, in accordance with the terms established in these Terms of Reference.

5. Proposal requirements

IDH is requesting the Applicants to hand in a proposal of maximum 10 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 matches 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 the template in Annex 1).
- e. Statement on Ground for exclusion – see Section 6 below (as per the template in Annex 2).

Administrative:

- f. Completed IDH Letter of Assignment in sections A1 and A6 (as per the template in Annex 3). It is not necessary to fill in the other sections at this stage.
- g. Copy of most recent (audited) financial accounts.
- h. Statement of acceptance draft contract (Annex 4).

The proposal must be submitted to Aline Silva at silva@idhtrade.org before **08 October 2026 at 17:00 CET**.



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.

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) and not go over the budget ceiling of EUR 15,000. In the event that the financial proposal is above the available budget, IDH reserves the right to exclude the Applicant from further participation in this tender procedure.

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: for each budget the lowest price will receive 5 points. 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 budget 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 Applicant 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), alongside the IDH General terms and Conditions for services that are available on [IDH's website](#).

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 Aline Silva via silva@idhtrade.org. The Applicant is thus explicitly prohibited, to prevent discrimination of the other Applicants and to ensure the diligence of the procedure, to have any contact whatsoever regarding the tender with any other person 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 confidentially. 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 participants 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 participants 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 to the tender procedure cannot claim compensation from IDH, any affiliated persons or entities, in any way, in case any of the afore-mentioned situation occurs.

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: Statement on Grounds of Exclusion

Annex 3: Letter of Assignment template

Annex 4: Statement of acceptance of draft contract

Budget breakdown per requested deliverable and cost categories	Unit of measurement	Number of units	Unit cost in EUR	Total cost in EUR	Budget notes (Please describe the assumptions used for budget calculation)
1. DELIVERABLE 1: XXX					
Lead consultant/ evaluator	Working days			-	e.g. xx working days of lead evaluator to review project information and provide inputs to the methodological design e.g. key expert will support the methodology design and secondary information review 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) Add rows if additional costs are incurred at this stage and detail what these are about
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			-	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) e.g. travel allowance and hire of 3 vehicles for field data collection for 10 people during 10 days. Total surveyees 400 people e.g. 10 days field work of 10 enumerators Add rows if additional costs are incurred at this stage and detail what these are about
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			-	Add rows if additional costs are incurred at this stage and detail what these are about
XXX	Working days			-	
Other				-	
Sub-total D.4	Number of working days			-	
4. DELIVERABLE 3: POWER POINT PRESENTATION AND LEARNING SESSION					
XXX	Working days			-	Add rows if additional costs are incurred at this stage and detail what these are about
XXX	Working days			-	
Other				-	
Sub-total D.3	Number of working days			-	
TOTAL BUDGET EXCLUDING TAXES				-	
CONTINGENCY	%			-	If applicable.
TAXES (IF APPLICABLE)				-	i.e 21% VAT if the consultant is based in the Netherlands. There is an automated formula for 21% VAT. Please amend the formula as needed.
TOTAL BUDGET				-	

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.*

LETTER OF ASSIGNMENT ("AGREEMENT")

Part A – Assignment Particulars*

A1. Parties and signatories			
Field	Details		
IDH			
IDH	Stichting IDH, a foundation under the laws of the Netherlands, registered under number 53521129, having its registered office and place of business at Arthur van Schendelstraat 500, (3511 MH) Utrecht, the Netherlands.		
Consultant			
Consultant	Click or tap here to enter text., a Click or tap here to enter text. under the laws of Click or tap here to enter text., registered under number Click or tap here to enter text., having its registered office and its place of business at Click or tap here to enter text., Click or tap here to enter text..		
Consultant authorised signatory email address	Click or tap here to enter text.		
A2. Services			
Field	Details		
Services	Click or tap here to enter text.		
Deliverables	Dates		
Click or tap here to enter text. [add rows as needed]	Click or tap here to enter text. [add rows as needed]		
A3. Timelines			
Field	Details		
Agreement start date	Upon commencement of the Services		
Agreement end date	Click or tap here to enter text.		
A4. Fee(s)			
Field	Details		
Total Fee	Click or tap here to enter text. Click or tap here to enter text.(inclusive of VAT and all applicable taxes)		
A5. Invoicing (Owner: Finance — number and triggers of instalments may be edited per assignment)			
Invoice	Invoice amount	Invoice date / trigger	Special conditions
First invoice	50% of the Total Fee	The first invoice may be sent after signing of this Agreement.	Includes an advance payment for any expenses included in the Budget.
Second invoice	50% of the Total Fee	May be sent after IDH's written approval of satisfactory completion of the Services.	Includes settlement of actual expenses against the Budget; where actual expenses are lower, they are settled accordingly.

A1. Parties and signatories

[Add, remove or amend instalment rows as agreed for this assignment.]

Reference	Click or tap here to enter text.
------------------	----------------------------------

All invoices to be sent by email to invoice@idhtrade.org including above Reference.

A6. Consultant Bank details

Field	Details
Bank name and country	Click or tap here to enter text., Click or tap here to enter text.
Account name	Click or tap here to enter text.
Account number / IBAN	Click or tap here to enter text., Click or tap here to enter text.

A7. Annexes (as an integral part of the Agreement)

Field
IDH General Terms and Conditions for Services (Annex 1)
Proposal <i>(including the Budget (incl. hourly tariff) (Annex 2))</i>
OPTIONAL: Budget (incl. hourly tariff) (Annex 3) <i>(if not part of the Proposal)</i>
<i>[Add, remove or amend instalment rows as agreed for this assignment.]</i>

A8. Deviations from Part B (if any)

Article Number	New Article

**In the event of any conflict between the terms of Part A and Part B of this Agreement, the terms of Part A will be leading.*

*** The Budget can be part of the Proposal, in this case the Budget also forms part of Annex 2.*

Part B – Standard Terms

B1. Framework and order of precedence

- 1.1 The IDH General Terms and Conditions for Services (attached hereto as Annex 1) apply to this Agreement.
- 1.2 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 of 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.

B2. Performance of the Services

The Consultant will provide the Services described in Part A to IDH in accordance with the Proposal. The Services will be regarded as completed as specified in Part A, subject to the written approval of IDH, which shall not unreasonably be withheld.

B3. Payment and invoicing

- 3.1 For the satisfactory completion of the Services in compliance with the Proposal, the Consultant is entitled to the Total Fee set out in Part A, based on the rates set out in the Proposal.
- 3.2 If IDH and the Consultant agree that additional time is needed to complete the Services, the Parties will confirm their agreement to the amount of additional time needed in an addendum to this Agreement. The rates used in calculating the cost of such additional time will be in accordance with the rates set out in the Proposal.
- 3.3 The Consultant will invoice in accordance with the invoicing schedule set out in Part A.
- 3.4 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.
- 3.5 All funds provided by IDH will be transferred and disbursed to the Consultant at the bank account identified in Part A, unless otherwise indicated by the Consultant in writing.

B4. Intellectual Property

- 4.1 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”).
- 4.2 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 assignment. The aforementioned transfer, assignment and delivery is hereby accepted by the Consultant and IDH (in advance).

B5. Data Processing

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 (the “DPA”) that complies with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (the “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.

B6. Exclusivity and relationship of the Parties

- 6.1 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.
- 6.2 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.

B7. Duration and termination

- 7.1 The Agreement will be effective as from the start date set out in Part A and shall terminate automatically on the end date set out in Part A, unless extended by the Parties in writing.
- 7.2 Any Party may terminate the Agreement before the end of the term of the Agreement, subject to 30 days written notice.
- 7.3 The rights and obligations of the Parties which by nature are meant to survive this termination, shall survive termination of the Agreement.

B8. Signatures

SIGNED BY THE PARTIES FOR AGREEMENT:

For IDH

For the Consultant

Name: Click or tap here to enter text.

Name: Click or tap here to enter text.

Position: Click or tap here to enter text.

Position: Click or tap here to enter text.

Date: _____

Date: _____

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.*