

Terms of Reference
IDH Sustainable Trade Initiative
Baseline study Coffee Farmer Income Resilience Program

May 27, 2021

1. Introduction

IDH Sustainable Trade Initiative (“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.

IDH Coffee Program is implementing a new strategy for coffee supporting smallholder farmers to close the living income gaps, to become more climate resilient and contribute to mitigation of climate change. The **Coffee Farmer Income Resilience Program** is a new partnership between the IKEA Foundation (“IKF”) and IDH working on income resilience and regenerative agriculture. The mission of the program is to expand IDH’s proven service delivery model approach in the coffee sector to develop a robust proof of concept for blending coffee-specific services with services for other non-coffee farm produce. This will improve the income resilience of 20,000 coffee farming families in Kenya and Uganda. For this, IDH will co-develop sustainable and economically viable service delivery systems that integrate a stepwise approach to achieving income resilience for farmers while transitioning farm systems to regenerative agriculture.

On basis of these Terms of Reference (“ToR”) IDH aims to select a party **to do the baseline study for the Coffee Farmer Income Resilience Program.**

2. Background

The Coffee Farmer Income Resilience Program has four overall outcomes:

1. Operationally and economically viable business cases for new tailor-made blended service delivery models are developed.
2. 20,000 coffee farming families have access to blended services in line with their needs and potentials.
3. Joint learning and efficient cooperation between different service providers (input supplies, extension, financial services, produce marketing, etc.) on regenerative agriculture and other topics.
4. Farmers are enabled to step onto the transition pathway to regenerative agriculture for coffee farm-systems.

As a result, the main intervention areas of the Coffee Farmer Income Resilience Program are:

- a. Farming systems: Coffee farmers have diversified farming systems with coffee cultivation integrated with other farming activities. To achieve a higher and more resilient farm income, coffee production and marketing will be embedded in an integrated farming systems approach.
- b. Environment: Improved soil health and biodiversity are preconditions for regenerative agriculture systems leading to more resilient output levels.
- c. Private sector: Co-investment by the agri-business sector for the set-up, capacity building and testing of blended service delivery for farmers and creating conditions for efficient sourcing and securing supplies of coffee and other farm produce.

Underlying these objectives is the explicit notion that we avoid child labour in all our projects and all projects will be at least gender intentional.

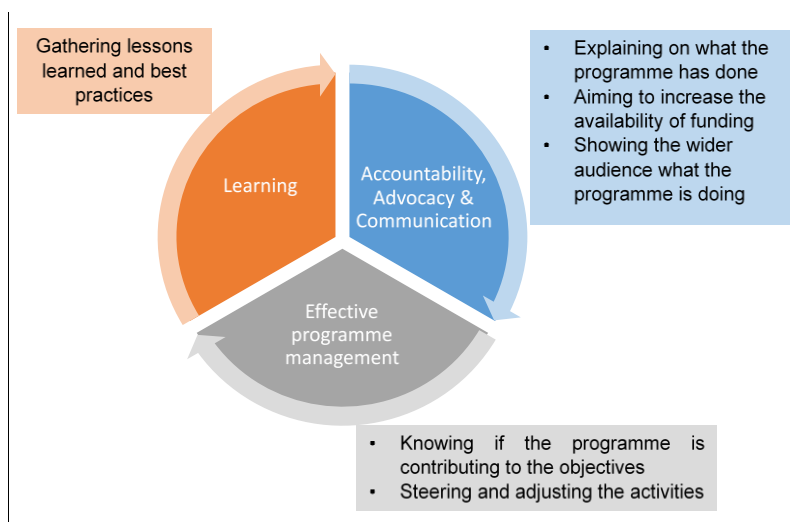
To successfully implement this program, measure progress and extract learnings, IDH is looking to contract a service provider to do a baseline study for this program, including inception phase, data collection and analysis, reporting and learning.

3. Assignment

Objectives

The aim of the baseline is to identify the starting point of the target groups, so we can further improve our program strategies and are able to follow up on the effectiveness of the programme interventions. The specific objectives are:

- **Effective program management:** having a clear overview of the starting point of farmers, which serves of input for strategic decisions for program staff and implementing partners. As such, IDH and its partners can better tailor their services to the current agricultural system, services that are already available and the other needs of the program participants.



- **Accountability:** the baseline measurement forms the basis for follow-up during the Mid Term and End Term Evaluations.
- **Learning:** learning is at the core of the baseline, Mid Term and End Term evaluation. For the baseline, learning about the starting point of the program and relevance can provide valuable insights within IDH and to external stakeholders.

These objectives are aligned with the broader set of objectives for the baseline, Mid Term and End Term evaluations (see figure above). The objectives advocacy (using the evidence from the evaluations) and communication are less relevant for the baseline. We focus on these objectives during the End Term evaluation.

In **Annex 1** there is a further breakdown into:

- Evaluation questions
 - Relevance
 - Effectiveness & Impact
 - Efficiency
 - Sustainability
- Link to the Mid Term and End evaluations

In **Annex 2** the methodological requirements are further specified.

Deliverables

We propose to divide the baseline activities in three phases:

1. **Inception phase** – We foresee an inception phase in which there is sufficient space for alignment on the scope, methodology, tools and practicalities. To ensure participation, we suggest that the evaluators facilitate a kick-off workshop and a session to discuss an action plan that further outlines the evaluation activities (see deliverables below).
2. **Data-collection** – see methodology section. IDH can support service provider in identification of partners for KIIs, review and validation of survey tool/questions, validation of work/action/plan and mobilization of respondents.
3. **Analysis, reporting and learning** - As we use a mixed-methods approach, we expect an integrated analysis of the baseline results from the different methods. Learning is one of the key objectives of this evaluation. Therefore, we propose to have a sensemaking session with IDH program staff and implementing partners after the data-collection is done.

The deliverables of this assignment will be:

Deliverables of assignment	Deadline
An inception report including the tools, sampling frame, evaluation matrix and fieldwork plan.	12 th July 2021
PowerPoint presentation of the sensemaking session, summarizing the main preliminary results.	17 th September 2021
The final evaluation report should be maximum 50 pages, including at least the following: <ul style="list-style-type: none"> • An executive summary 	15 th October 2021

<ul style="list-style-type: none"> • An introduction and short methodological description which explains how evaluation method is designed to answer the evaluation questions. • Two country reports that address the evaluation questions on Relevance, Effectiveness, Efficiency and Sustainability respectively, provides narrative analysis of IDH performance against the research questions detailed in Section 2. Objective of Evaluation. • Conclusions and recommendations for the specific countries and the program as a whole • In the Annex the quantitative data and underlying analyses: <ul style="list-style-type: none"> ○ The farm household survey data ○ The farm household survey analysis ○ Results of the analysis of the stakeholder interviews ○ Results of the analysis of the FGDs and KIIs 	
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The assignment is expected to take place between June and October 2021.

Activities of project	Proposed timeline
Contracting of the consultant	1 st July 2021
Inception report & tools	12 th July 2021
Finalizing data-collection	12 st August 2021
Presentation of preliminary findings	10 th September 2021
Draft evaluation report	1 st October 2021
Final evaluation report	15 th October 2021

4. Selection Procedure

The procedure will be as follows:

1. Publishing the tender and inviting services providers 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. If deemed necessary, the service providers of the best proposals can be invited to do a pitch for the Evaluation Committee. This ranking will be made according to the scoring on the selection criteria.
4. Decision on selection of the service provider.
5. Inception meeting with the selected service provider.

Tender process	Timeline
ToR published	27 th May 2021
Q&A of terms or reference calls*	1 st & 3 rd June

<p>1st June 16.00-17.00 CEST. Zoom link: https://idh.zoom.us/j/82263615703?pwd=REcxbXVPQWNDenFnVkhWWm1pQjJHdz09</p> <p>Passcode: 694261</p> <p>3rd June 11.00-12.00 CEST. Zoom link: https://idh.zoom.us/j/88244166238?pwd=eFpDU0ozcTVKRnB4Mk9aYXZrNjcyZz09</p> <p>Passcode: 149838</p>	
Deadline for submission of proposals**	14 th June 2021 12.00 CEST
Selection of Service provider	18 th June 2021
Expected rewarding of contract	1 st July 2021

* There will be 2 calls open to all interested parties where questions can be asked. These will be recorded and made available on the website until the deadline for submission. Unfortunately, due to time constraints, calls or emails outside of these time slots will not be possible.

** The proposal with all accompanying documents must be sent to meulensteen@idhtrade.org, oudendijk@idhtrade.org, nganga@idhtrade.org. 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 6 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 criterion as mentioned 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 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. This includes a description of research methodology against each research questions detailed in annex 1 & 2, as well as the risks and limitations.
- b) A section specifically focused on how service provider will deliver both the household survey and the environmental assessment.
- c) A contingency plan on the limitations faced due to the COVID-19 crisis.
- d) Inclusion of a budget in Euros (ex. VAT) with a break-down of many days/rates per consultant and other costs.
- e) Clear description of the project team, relevant experience of team members and time allocation per team member.
- f) Statement of experience (only experience from the suggested team members is relevant) and two references.
- g) Maximum of three client references and a sample of previous work relevant to the deliverables in this ToR.
- h) Statement on Ground for exclusion (see section 7 below).

Administrative:

- a. Completed detail request form (annex 3)
- b. Copy of most recent (audited) financial accounts
- c. Statement of acceptance draft contract (annex 4)

The proposal must be submitted to Tessa Meulenstein, Kati Oudendijk and Arthur Ng'ang'a at meulenstein@idhtrade.org, oudendijk@idhtrade.org, nganga@idhtrade.org before **14th June at 12.00 CEST**.

6. Service provider profile

The selected service provider will be composed of experts with following skills:

- Expertise on designing (baseline) evaluations and a proven track record on conducting evaluations.
- Experience with quantitative data-collection (farm household survey), preferably in Kenya and Uganda.
- Experience with facilitating focus group discussions and key informant interviews.
- Expertise on quantitative and qualitative data-analysis.
- Staff available in Kenya and Uganda or the ability to quickly find reliable enumerators that understand the context and sensitivities in both countries.
- Experience in working with smallholders.
- Experience in doing both income and environmental assessments (see approaches) or willingness to work with a partner in data gathering and analysis to ensure one overall outcome.
- Neutral and trusted.
- Ability and experience in presenting research findings in an accessible manner.

7. Testing and weighing

The assignment will be awarded to the service provider 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. Service providers 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.

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

2. Service providers 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).

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
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1	Proposal overall	The extent to which the proposal meets the requirements set out in Section 3 above, in annex 1 and annex 2 and throughout this document. Can the Service provider deliver the requirement deliverables? Will the Service provider be able to deliver a comprehensive solution?	5
2	Design and Development process	The extent to which the Service provider 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	Service provider profile	The extent to which the Service provider presents the required level of expertise and knowledge to fulfil the requirements both at team member and company level. To extent to which the Service providers gives a clear description of the project team, relevant (delivering similar projects) experience of team members and time allocation per team member.	5

The evaluation committee will unanimously score each component by assigning scores from 1 to 5, with 5 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 (ex VAT) 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 70% on Quality and 30% 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 Service provider it intends to award the assignment, a written notification thereof is sent to all Service providers participating in the tender procedure.

The Service provider is contracted via a letter of assignment, following IDH's template (Annex 4).

8. Communication and Confidentiality

The participant will ensure that all its contacts with IDH with regards to the Tender, during the tender procedure take place exclusively via 2 open zoom calls scheduled 27th and 31st May 2021 [TIME]. 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.

9. 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.

10. Annexes

Annex 1: Objectives, evaluation questions and link to Mid Term and End evaluations

Annex 2: Methodological requirements

Annex 3: Detail request form

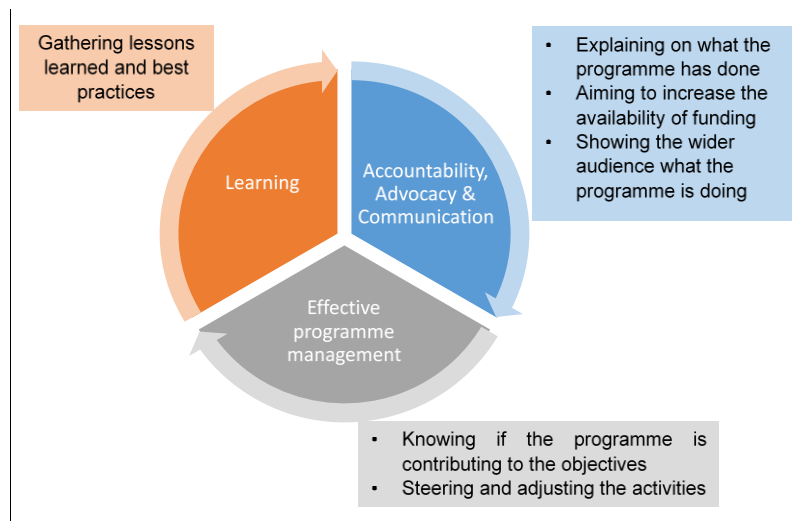
Annex 4: Draft contract

Annex 1: Objectives, evaluation questions and link to Mid Term and End Evaluation

Objectives

The aim of the baseline is to identify the starting point of the target groups, so we can further improve our program strategies and are able to follow up on the effectiveness of the programme interventions. The specific objectives are:

- **Effective program management:** having a clear overview of the starting point of farmers, which serves of input for strategic decisions for program staff and implementing partners. As such, IDH and its partners can better tailor their services to the current agricultural system, services that are already available and the other needs of the program participants.



- **Accountability:** the baseline measurement forms the basis for follow-up during the Mid Term and End Term Evaluations.
- **Learning:** learning is at the core of the baseline, Mid Term and End Term evaluation. For the baseline, learning about the starting point of the program and relevance can provide valuable insights within IDH and to external stakeholders.

These objectives are aligned with the broader set of objectives for the baseline, Mid Term and End Term evaluations (see figure above). The objectives advocacy (using the evidence from the evaluations) and communication are less relevant for the baseline. We focus on these objectives during the End Term evaluation.

a. Evaluation questions

The focus of the baseline will be on the relevance and effectiveness (baseline value) of the program. Additionally, we formulated questions on efficiency and sustainability.

Relevance

- What aspects/ components of regenerative agriculture are relevant to coffee farmers and service providers and why? What specific practices are relevant in the different farmer contexts?

- To what extent are the other service delivery models relevant for coffee farmers and service providers?
- What are the benefits and challenges of blended service delivery for service providers?
- Which services and other activities are still missing?
- Other than Coffee Exporters, which service providers are relevant in advancing regenerative agriculture? How and Why?

Effectiveness & impact

- What is the starting point (baseline value) on the KPIs related to the three outcome areas (soil health, more income and stable income, household decision making and child labour; pathway 3 in the Theory of Change)?
- What services do farmers already have access to?
- What farming systems can we identify? Which interventions best complement a stepwise approach for the identified farm-systems? What service delivery models are facilitating these interventions?
- What coalitions (if any) for blended service delivery currently exist (reference to pathway 1&2)?
- What are the most important contextual factors that might influence the results of service delivery models?
- What are the most important risks that can prevent the program from reaching its goals and what mitigation strategies could we apply?

Efficiency

- What investments are needed by farmers and other stakeholders to ensure successful implementation of service delivery models and adoption of practices?
- What possibilities do farmers and stakeholders have to mobilize these investments?
- What risks for farmers are associated with mobilizing these investments and what mitigation strategies are currently available to farmers?

Sustainability

- What opportunities for scalability of program activities are identified by farmers and service providers?

b. Link to the Mid Term and End Evaluations

The table below presents the foreseen focus of the Mid Term and End Term evaluations. We foresee follow-up on a selection of KPIs / evaluation topics, especially in relation to the three pathways of the Theory of Change. We expect the evaluators to design the methodology in such a way that this is feasible. To ensure consistency, we prefer working with the same evaluation team for the baseline, Mid Term and End Term evaluations.

	Mid Term	End Term
Relevance	Relevance of regenerative agriculture practices and blended	

	service delivery for farmers & service providers	
Effectiveness & impact	<p>Service delivery models & best practices</p> <p>Outcomes on soil health, more & stable income, household decision making & child labour (pathway 3)</p> <p>Outcomes on convening and co-designing blended service delivery (pathway 1 & 2)</p>	<p>Outcomes on soil health, more & stable income, household decision making & child labour (pathway 3)</p> <p>Outcomes on convening and co-designing blended service delivery (pathway 1 & 2)</p> <p>Added value of blended service delivery</p>
Efficiency	Investments by farmers & other stakeholders	Business case for blended service delivery
Sustainability	Potential for upscaling	Potential for upscaling

Annex 2: Methodological Requirements

Proposed methodology

The baseline should have a mixed methods approach, with a focus on quantitative methods. We foresee the following methods:

- **Soil health measurements** to provide a starting point on the soil health for different farm management systems, to further define the regenerative agricultural practices needed. IDH would suggest focusing on 1) soil organic carbon, 2) active carbon, 3) soil pH, 4) microbial diversity and 5) visual assessments of soil erosion and plant health but is open to other proposals for soil health measurement. Furthermore, the measurements form the basis for follow-up measurements during the Mid Term and End Term Evaluation. The potential to see results with the follow-up measurements within a 4-year timespan should be considered in the methodological design.
- **Survey** with coffee farmers that will be targeted by the program. The survey should at least establish a baseline value on the level of income and income stability, agricultural practices, household decision making, child labour prevalence and access to services. IDH already developed a set of indicators that should be included in all evaluations of the Coffee Farmer Resilience program, to make sure the evaluation results are aligned within IDH's monitoring and evaluation. Furthermore, IDH has a standardized survey that could be used for measuring income (the income measurement survey). Evaluators are encouraged to use these tools.
- **Qualitative methods** (key informant interviews and or focus group discussions). The above-mentioned methods should be complemented by key informant interviews with stakeholders involved in the program. Moreover, we ask the evaluators to outline in the proposal if it is needed to do focus group discussions with target groups, for instance on household decision making and income stability.
- **Observations.** We expect the consultants to report on their observations about possible prevalence of child labour¹ on coffee farms.

We expect the baseline, Mid Term and End Term evaluations to give insight in the contribution of programme activities and services to observed change. We expect the consultants to clearly outline how they propose to measure the contribution of services to outcomes, taking into account the different farming systems and other contextual factors. The methodology and tools should be designed in such a way that follow-up with respondents (time-series analysis) is possible.

Sampling & evaluation sites

We suggest a random sampling strategy, in which respondents are randomly selected based on participants lists to be provided by the implementing partners. The sample should include an equal number of respondents from Kenya and Uganda and target groups from all six partners, thereby covering the various sets of services and contexts in which the programme operates. In total, we propose a minimum sample size of 480 farmers².

¹ We use the definition of the Worst Forms of Child Labour to distinguish between family labour and child labour.

² At 95% confidence interval and 5% margin of error, the minimum sample size is 377. We add 25-30% to compensate for participants who drop out or are not be able to be traced for follow-up measurements.

Evaluation locations will be selected from coffee growing regions in both Kenya and Uganda. In Uganda, the regions include selected districts in the western, central and eastern regions while in Kenya this will be in selected counties in the central and west of Rift Valley regions.

Stakeholders for key informant interviews

The program requires that private sector partnerships be formed with traders, exporters and growers of both coffee and non-coffee farm produce. The nature of the coffee market system allows companies to play the role of trader and exporter either directly or through associated companies.

In the first year of the program, 6 coffee trading companies have been identified and are in various stages of co-designing projects which will lead to co-funding partnerships with IDH. Through the process of formation of these partnerships, other partners who will co-invest and work together with the 6 trading companies will be identified and they will, together with the trading companies, participate in the key informant interviews. At the producer level, the key informants will be leaders of farmer organizations (cooperatives, associations, business groups). It is anticipated that some technical partners will also be included as key informants, especially those active in the regenerative agriculture space in East Africa.

It is anticipated that a few of the IDH Coffee team staff both at Netherlands HQ and in East Africa will also participate as key informants.

Annex 3: Details Request Form

[IDH Details Request Form](#)

Annex 4: Draft Contract

[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:

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

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

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

HEREBY AGREE AS FOLLOWS:

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

Scope of Services

3. The Consultant will provide services to IDH with regard to [insert generic type of services] (the "**Services**"), in accordance with the proposal enclosed to this letter as Annex 2 (the "**Proposal**"), which includes the approved budget and planning, all of which are integral part of this Agreement. The Services shall consist of the following:
 - I. example
 - II. example
 - III. example

This will result in the following deliverables:

- I. example

- II. example
- III. example |

4. The Services by the Consultant will be completed before [date].
5. The Consultant hereby agrees that the Services under this Agreement shall actually be performed by the following project team: [insert name(s)]. Notwithstanding the individual(s) assigned to the Services, the Consultant remains responsible and liable for the Services under this Agreement.

Payment

6. For the satisfactory completion of the Services in compliance with the Proposal, the Consultant is entitled to a payment of [EUR [amount]] (including VAT and all applicable other taxes), based on consultancy fees calculated in the budget.
7. If IDH and the Consultant agree that additional time is needed to complete the Services, Parties will confirm their agreement to the amount of additional time needed in an addendum to this Agreement. The Parties agree that the rates used in calculating the cost of such agreed additional time spent by the Consultant on the Services will be in accordance with the rates set out in the Proposal.
8. [The Consultant will invoice the amount due in two equal parts: the first invoice (which includes an advance payment for any expenses included in the Proposal) may be sent after signing of this Agreement, the second invoice can be sent after IDH's written approval of satisfactory completion of Services. The second invoice should include a settlement of the actual expenses made: in the event the Consultant spends less than the expenses budgeted in the Proposal, the actual costs shall be settled accordingly with the final invoice. The invoices shall make specific reference to the contract number [Salesforce number] and be sent by email to: 'invoice@idhtrade.org'.
9. Any expenses made within the scope of this assignment shall only be reimbursed against original receipts, to be provided to IDH by the Consultant together with the final invoice. [Any additional expenses not contained in the Proposal must be approved by IDH in writing, prior to making the expenses.
10. All funds provided by IDH will be transferred and disbursed to the Consultant at the following bank account:
 - Bank Name: [Name bank + country]
 - Account Name: [•]
 - Account Number: [•]
 - Routing/ABA Number: [•]
 - SWIFT Code: [•]

Intellectual Property

11. The Consultant acknowledges that IDH is and maintains to be the owner of all intellectual property arising from the performance of this Agreement, including but not limited to copyrights, database rights, trademarks, patents and know how (the “**Arising Intellectual Property**”).
12. Any Arising Intellectual Property vested in the Consultant is hereby transferred, assigned and delivered to IDH (in advance), including the right to publicly communicate about the Project. The aforementioned transfer, assignment and delivery is hereby accepted by the Consultant and IDH (in advance).

Duration

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

SIGNATURE PAGE FOLLOWS

SIGNED BY THE PARTIES FOR AGREEMENT:

For IDH

Name: { Mr. Daan Wensing }
Position: { CEO }
Date: { _____ }

For the Consultant

Name: { _____ }
Position: { _____ }
Date: { _____ }

Attached to and integral part of this Agreement are:

Annex 1: IDH General Terms and Conditions for Services

Annex 2: {insert name Proposal}

[IDH General Terms&Conditions for Services](#)