

Request for Proposals

IDH Sustainable Trade Initiative

Digital Services Partnership: Grains Supply Chains, Ghana

June 8, 2022

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.

Based on these Terms of Reference (“TOR”), **IDH is looking to partner with an agricultural digital platform company in Ghana to develop and secure digital services that meet the needs of the SMEs and SHFs included in the Grains for Growth program.**

2. Background

In partnership with Mastercard Foundation, IDH is leading a three-year market-led grains value chain development program in Ghana (Grains for Growth), that aims to contribute to the development of the grains sector, support the inclusion of smallholder farmers, and create jobs with a central focus on women and youth empowerment. The Grains for Growth program was launched in April 2022 and will be implemented until March 2025.

Through a market-driven approach, IDH will work closely with three premium off-takers, 12 SMEs, and support the inclusion of at least 20,000 smallholder farmers in the maize, rice, millet, sorghum and fonio supply chains in Northern Ghana. Through strengthening these supply chains, IDH aims to create new employment opportunities (with a core focus on women and youth inclusion), and improve the commercial prospects and livelihoods of smallholder farmers (SHFs). A central component of the Grains for Growth program is to support the SME and SHFs included in the program to access **digital services** that can strengthen their supply chain engagements and commercial operations.

The success of these resulting digital platform services will be a combination of:

1. Meeting the needs of the SME and SHF partners in the Grains for Growth program in supporting their supply chain operations, and
2. That these services can be provided to the SMEs in the Grains for Growth Program on a commercially viable basis.

With three large-scale, premium off-takers, 12 SMEs, and at least 20,000 smallholder farmers under the Grains for Growth program, and if the digital platform services are successful, **this project represents a significant business opportunity for the selected digital platform provider**. IDH therefore views this project as a partnership, with significant potential positive outcomes for both IDH and significant potential commercial opportunities for the selected digital platform provider.

IDH will provide support through financial contributions under this project to ensure alignment with the Grains for Growth program objectives, and we will require a co-financing commitment (on at least a 1:1 basis) against IDH’s support. This is to share the costs of ‘investing’ in a commercial opportunity, and to secure the commercial interests of the selected partner.

3. Project Objectives

The overall objective of this project is to **provide a suite of digital platform services to the partners in the Grains for Growth program, including the 12 selected SMEs and the (at least) 20,000 SHFs, and that these services can be provided on a commercially viable basis at the end of the program.**

These digital services will need to (at least) include the following:

	Description	Target Beneficiaries
1	Advisory services (GAP, weather, agronomy, and financial literacy) and monitoring	Farmer level
2	Digital/mobile payments	Farmer level
3	Input distribution / credit	Farmer level
4	Traceability	Farmer level
5	Market linkages	Farmer level
6	Farmer digital identities	Farmer level
7	Farm equipment finance or equipment renting service	Farmer level
8	Credit scoring	Farmer level
9	Operation efficiency – digitization of records, inventory and transactions, logistics support	SME level
10	Quality control	SME level
11	Traceability of inventory	SME level
12	Digital payments	SME level
13	Market linkages	SME level

Prospective project partners and support through this program

Only existing digital platform providers that have an existing customer offering will be considered for this project. The aim of this project is to partner with an existing digital platform to develop or further develop their service offering to meet the needs of the Grains for Growth program (as outlined above). The project engagements will be considered a *partnership*, in which IDH and the selected applicant have the joint objective of creating value for the Grains for Growth SMEs and SHFs in the maize, rice, millet, sorghum, and fonio supply chains of northern Ghana.

IDH will enter a 'funding agreement' with the selected service provider for this project (see IDH's Funding Agreement template attached as Annex 1 and IDH's General Terms and Conditions for Funding Agreements attached as Annex 2).

Project budget and co-financing

For this project, IDH will provide direct grant financing support (in USD) to the selected digital platform provider to secure digital platform services for the SMEs and SHFs in the Grains for Growth program. However, as this is a partnership to (further) develop a commercial offering, IDH requires co-financing by the applicant against the financial support provided by IDH under the Grains for Growth program, with this co-financing being on at least a 1:1 basis. The following can be considered as project co-financing:

- The company's share of the total project costs to ensure the development and delivery of the digital platform services outlined on page 2 (above); and/or
- The operational costs associated with the management of services that have already been taken to market can be considered as project co-financing.

IDH's financial contribution to the development and maintenance of the platform services will be in the range of USD 400,000 – USD 500,000.

Project duration

Contract implementation will formally start on the 25th of July 2022 with the signing of the project contract. The Grains for Growth program will run until the end of 2024, and the timeline for this project should follow a similar timeline. The first part of this project should entail the (further) development and roll-out of digital platform services to the SMEs and SHFs included in the Grains for Growth program; the second part of this project should entail the management, maintenance and continued roll-out of digital platform services to the program SMEs and SHFs to the end of the program timeline (end-2024), whereafter there should be a clear transition strategy in place for the continued delivery of these services following the completion of the Grains for Growth program.

Project reporting

The selected digital platform partner will need to follow IDH's planning and reporting requirements, which entails quarterly narrative, KPI and financial reporting. IDH's written approval of project

reporting will be a condition to approving project disbursements. This is a standard requirement for all of IDH’s project contracts, and is how IDH maintains a clear, documented view of project activities and is IDH’s means to ensuring accountability to project implementation plans (IDH’s Planning and Reporting Guidelines will be an annex to the Funding Agreement, to be shared with the selected applicant prior to contracting).

IDH also has the requirement of an annual project audit should annual spending of IDH’s contribution exceed EUR 75,000, and a total project audit should spending of IDH’s contribution across the whole project exceed EUR 75,000 (IDH’s Guidelines Selection Auditor will be an annex to the Funding Agreement, to be shared with the selected applicant prior to contracting).

Deliverables

The deliverables of this project will include:

Deliverables of project	Deadline
<p>A detailed functional specification document that outlines the functionalities of the digital platform, technology architecture, the user interface, project scope, risks and assumptions, use cases, configuration steps, timeline, and non-functional specs. The functional specification document must be clearly aligned with the project objectives.</p> <p>The selected use cases should be separated into three development phases, according to priority and time and resource requirements. Phase one use cases should include those that are already offered by the digital platform and require minor additional investment to align with the project objectives, with the selection of phase 2 and phase 3 use cases according to priority and the resources required.</p>	15 August 2022
Joint sign-off on the functional specification document by the IDH project team and the selected digital platform provider	31 August 2022
Initiate roll-out of phase 1 use cases to the Grains for Growth project partners	30 September 2022
Q3 2022 financial and narrative progress reporting to IDH; quarterly presentation	15 October 2022
Initiate roll-out of phase 2 use cases to the Grains for Growth project partners	15 November 2022
Q4 2022 financial and narrative progress reporting to IDH; quarterly presentation	15 January 2023
Initiate roll-out of phase 3 use cases to the Grains for Growth project partners	15 February 2023
Q1 2023 financial and narrative progress reporting to IDH; quarterly presentation	15 April 2023
Q2 2023 financial and narrative progress reporting to IDH; quarterly presentation	15 July 2023
Continued quarterly financial and narrative progress reporting to IDH (due on the 15th day of the subsequent month)	

4. Selection Procedure

The procedure will be as follows:

1. Inviting digital platform providers to submit a proposal based on this Request for Proposals (RFP).

2. Option to submit questions regarding the project and the RFP. Questions will be answered via an information notice that will be shared with all digital platform providers that have indicated interest in the project or have submitted questions.
3. Evaluation of the proposals by the Grains for Growth program team. The 3 proposals that receive the highest scores will be presented to the Grains for Growth Project Review Committee. The Project Review Committee will evaluate the proposals based on the selection criteria as published in this RFP.
4. The top 2 digital platform providers will be selected to do a pitch of their proposal. The pitch should include a detailed overview the existing platform structure and services, user interface, project approach, project team (and any applicable sub-contractors), project governance and communication, and risk mitigation measures.
5. Decision on selection of the digital platform provider.
6. Contracting of the selected digital platform provider
7. Inception meeting with the selected digital platform provider.

The schedule below indicates the timelines for the Request for Proposals:

RFP process	Timeline
RFP published	8 June 2022
Closing date questions*	13 June 2022 (17:00 GMT)
Publication of information notice	16 June 2022
Deadline for submission of proposals**	24 June 2022 (17:00 GMT)
Team pitch***	30 June 2022
Selection of Service provider	7 July 2022
Start of assignment (contract signed)	25 July 2022

* Questions received by IDH after this date will not be answered.

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

*** IDH may request shortlisted Service providers to a pitch session at the IDH offices in Accra, Ghana, or via video conference.

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 RFP are not met.
- If the proposal is complete, the Grains for Growth program team will evaluate the proposals based on the criterion as mentioned in section 6.

The project will be awarded to the digital platform provider with the most economically advantageous proposal. This will be determined based on the evaluation criteria relating to price and quality.

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

Questions and intention to submit a proposal

questions regarding the project or the RFP can be submitted until **13 June 2022, 17:00 GMT**, by e-mail to asugre@idhtrade.org. With the express mention: "Questions RFP Digital Platform". Questions must be submitted in the English language.

The submitted questions will be grouped, anonymized, and combined in an information notice. This notice will be sent to all consultants in a reply to the e-mail in which the questions were submitted.

The responsibility for the timely and accurate submission of the questions lies with the service provider. When IDH indicates that questions have not been received by IDH before the indicated deadline, the service provider must demonstrate that the questions were sent timely.

If you do not have any questions on the RFP, and if applicable, please indicate your intention to submit a proposal (and related documents) against the RFP by email to asugre@idhtrade.org. Please indicate your intention before the 13th of June 2022, 17:00 GMT.

5. Proposal requirements

IDH is requesting the service providers to hand in a proposal of maximum 20 pages (excluding implementation plan, 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 that addresses the requirements set out in this RFP. We request that the proposal structure match the selection criteria as closely as possible. The proposal should include the following:
 - a. Description of company, strategic objectives, regions of operation, and structure of digital platform services.
 - b. A detailed description of existing digital platform offerings, including operational supply chains, regions, client and farmer reach, and cost per farmer (per offering). A description of how existing digital platform offerings can/should be tailored to SMEs and SHFs operating in the grains supply chains of northern Ghana (maize, rice, millet, sorghum, and fonio).
 - c. A description of the steps required to develop additional platform offerings, in-line with the list provided on page 2 of this RFP. Please also highlight which services you think will be most beneficial to the SMEs and SHFs in the Grains for Growth program with reasoning (on how these services will support strengthened sourcing engagements).
 - d. A description of the hardware and software requirements for customers to use your platform, and how the roll-out of your platform is optimally structured within a supply chain and farmer networks. Please add a process flow diagram demonstrating this structure, and the corresponding access to market, services, and products.

- e. Key targets in the Grains for Growth program include supporting the inclusion of 20,000 SHFs in commercial grains supply chains, creating 3,000 permanent jobs, and for each of these, include 60% women and 60% youth. Please provide a detailed description on how the platform offerings can be tailored to support/catalyze the commercial viability of the 20,000 SHFs, and to support the inclusion of women and youth in these supply chains. Describe how the platform will continue to create impact on these farmers and sub-groups (women and youth) beyond the duration of the project. Assess the cost – benefit of the adoption of digital services relative to conventional supply chain engagements.
 - f. Explanation of how a positive shift / change of SMEs business model through access to the digital platform services will lead to improved operational capacity, management systems, access to commercial financing, sourcing strategy and/or smallholder farmer service delivery that will contribute to the SMEs overall business and sustainability ambitions.
 - g. A description of how new platform offerings will be piloted, rolled-out to new users, connected to supporting inputs providers, services providers, and off-takers, and how these will be transitioned to a commercially viable product. (Include steps and costs to development, cost of use per farmer, and threshold customer base for commercial viability without support through this program).
 - h. Describe how the adoption of your company’s digital platform can support the Grains for Growth team in managing its program engagements with SMEs and SHFs, and to track progress against targets.
 - i. A project governance and communications model to ensure close partnership with the Grains for Growth project team and the successful delivery of project deliverables. The selected applicant will need report to IDH on at least a monthly basis and will ensure end-to-end platform availability of 99%, excluding downtime for planned maintenance, which is sufficiently backed and secured by, if any, Applicants supporting 3rd party agreements.
 - j. A detailed description of your company’s software and hardware controls to ensure data security and data privacy in-line with the EU General Data Protection Regulations (GDPR).
 - k. An overview of risks to the development of the digital platform solutions and associated roll-out, together with proposed mitigation measures.
 - l. Relating to the budget, please provide an explanation on which budget elements you expect to remain (relatively) stable, and which have a higher potential to be variable. For the budget elements that have the potential to have a higher variability, please specify communication and budget variability mitigation measures that will be in place.
- b. A detailed implementation plan to roll out existing platform offerings to the Grains for Growth program SMEs and SHFs, and to develop and roll-out new platform offerings (in-line with the list on page 2).
 - c. Using the budget template attached (see Annex 3), a budget presented in USD (incl VAT and any other applicable taxes) with a break-down of days/rate per project team member, and according to key project stages/milestones. Co-financing (on at least a 1:1 basis) should be specified in the budget. IDH’s financial contribution to the development and maintenance of the platform services will be in the range of USD 400,000 – USD 500,000.
 - d. A maximum of three client references and a sample of previous work relevant to the deliverables in this RFP.

- e. An overview of the project team, including the CVs of the project team members, and any proposed sub-contractors. Please also describe how any potential risk of staff turnover will be managed, in addition to the methodology used to calculate the staff rates included in the budget.
- f. Please describe (or attach as an annex to the proposal) the company's formal governance bodies; the company's financial management team's capacity and experience; the company's experience in managing project grants and meeting the reporting requirements against these grants; the company's experience in working with external auditors; and the company's authorization and procurement policies.
- g. Once operational, Service Level Agreements (SLAs) will need to be in place between the selected service provider and the SMEs included in the program. Please provide a comprehensive SLA template detailing agreed reporting elements and frequencies, service windows, Mean Time To Restore (MTTR) for high, medium and low priority (security) issues, problem management processes, contact information and escalation matrices.
- h. A data processing agreement must be in place to secure data security and protection, which outlines the roles, responsibilities, and risk mitigation measures. Please refer to Annex 4 for reference to IDH Data Processing Agreement, and please provide written acknowledgement of the IDH Data Processing Agreement.
- i. Description of safeguarding approach¹ (does the service provider have a safeguarding policy in place, and if not, are they able and committed to comply to and implement IDH's safeguarding policy (to be found [here](#)); steps (to be) taken to identify risks in relation to safeguarding in the project at hand and description of approach to mitigate these safeguarding risks (if any))
- j. Statement on Ground for exclusion (see section 6 below)

Administrative:

- k. Copy of company registration documents
- l. Copy of (audited) financial accounts from the previous two years
- m. Company organogram and authorization and procurement policies

The proposal must be submitted to Robert Asugre at asugre@idhtrade.org before 17:00 GMT, 23 June, 2022.

6. Testing and weighing

The project will be awarded to the service provider with the most economically advantageous proposal. The most economically advantageous proposal will be 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;

¹ IDH's safeguarding approach means taking all reasonable steps to identify and minimize the risk of harm caused by sexual exploitation, abuse, harassment ("Harm") to children and vulnerable adults arising from coming into contact with our staff, partners or our work. In addition, safeguarding means protecting our staff itself from such Harm. For more information, please find IDH's Safeguarding Policy [here](#).

- 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).

Minimum criteria (knock-out criteria)

Services providers or Proposals not fulfilling the minimum criteria will be excluded from the tender procedure and will not be assessed against the other criteria.

- 1 *Must be an existing digital platform with an existing client base and a live product offering.*
- 2 *Must be a company registered in Ghana, operating in agricultural supply chains.*

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 Project Review 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 5 above and throughout this document. Does the service provider have the platform structure, expertise, capacity and the approach required to deliver the digital services outlined to the SMEs and SHFs in the Grains for Growth program? Does the	10

		proposal convincingly demonstrate the transition to a commercial provision of these services beyond the support from the Grains for Growth program?	
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, development, and roll-out of the digital platform services to the SMEs and SHFs in the Grains for Growth program. This refers to the approach to the development and management of the digital services, and the proposed project governance and communication model.	10
3	Enabling the Grains for Growth impact targets	The extent to which the digital platform services can enable the G4G program team to reach its program impact targets: working closely with 3 premium buyers and 12 SMEs to strengthen grains sourcing relationships with (at least) 20,000 smallholder farmers (of which 60% are women and 60% are youth) and create 3,000 permanent job opportunities (of which 60% are women and 60% are youth).	10
4	Track record	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, and has sufficient financial expertise and internal controls to manage the support received through this project.	10
5	Budget	The extent to which the project budget is well-structured, reflects the implementation plan, key milestones, and realistic co-financing against IDH’s support (on at least a 1:1 basis) in alignment with the project objectives	10

The Project Review 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 - Project Budget

The proposed project budget will be presented in the budget template in Annex 3 in USD, with a breakdown per team member rate and hours per key steps in the project development. The structure of the budget for project activities and co-financing contributions will be evaluated under the quality criterion. Here, the criterion of assessment is “the best quality return on the proposed budget”, 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 project 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 project, a written notification thereof is sent to all Service providers participating in the RFP procedure. The Service provider will subsequently be contracted via a funding agreement.

7. Communication and Confidentiality

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

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

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

8. Disclaimer

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

Participants in the RFP 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 RFP procedure.

9. Annexes

Annex 1: IDH's Funding Agreement template

Annex 2: IDH General Terms and Conditions for Funding Agreements

Annex 3: Budget proposal template – **to be shared on indication of interest**

Annex 4: IDH's Data Protection Agreement (DPA)

FUNDING AGREEMENT

(“Agreement”)

Between:

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 project partner] a **[description legal entity]** under the laws of **[name country]**, registered with the company register 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 “**Project Partner**”.

IDH and the Project Partner also individually referred to as “**Party**” or collectively as the “**Parties**”.

WHEREAS:

- (A) The overall purpose of IDH is to accelerate sustainability within value chains of various sectors under the IDH strategy 2021-2025: ‘Catalyzing Private Sector Solutions for the Sustainable Development Goals (SDGs)’ through driving public-private coalitions and viable sustainable business- and finance models to have impact on the SDGs. For this purpose, IDH works with companies, NGOs, governments, trade unions, financial institutions, and universities.
- (B) The purpose of the Project Partner engaging in the **[name program]** (the “**Program**”) is to contribute to the society (particularly farmers) as part of its creating shared value effort whereby it promotes the **[commodity]** productivity and quality by implementing an improved method of **[commodity]** plantation and production and also to ensure the **[commodity]** sustainability in value chains.
- (C) The Parties have expressed their commitment to cooperate in order to support and implement the project under this agreement (the “**Project**”) as described and specified in the project proposal (the “**Project Proposal**”), as approved by IDH (attached hereto as Annex 1), and by applying for funding in relation to the objectives of the Project.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Scope

- 1.1 The IDH General Terms & Conditions (attached hereto as Annex 2) apply to this agreement between IDH and the Project Partner.

- 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 or precedence will be applied: i) the terms of this Agreement; ii) the IDH General Terms and Conditions; iii) the Reporting Guidelines; iv) the Auditor Selection Guidelines; v) the Project Proposal; vi) any other annexed documents, if relevant.
- 1.3 The Project Proposal includes a detailed description of the Project. In brief, the Project can be described as follows: **Summary project**
- 1.4 The Project Partner is responsible for the funding of the Project. In addition, the Project Partner is responsible for the implementation, coordination and results of and reporting on the Project as described in this Agreement and in the approved Project Proposal. This responsibility includes (yet is not limited to) the following:
- a. Provision of funding to the Project in accordance with the Project Proposal;
 - b. Implementation of the Project in accordance with the Project Proposal;
 - c. Report on the implementation and overall activities of the Project to IDH according to the Guidelines for Planning and Reporting for Implementing Partners (the "**Guidelines**", attached hereto as Annex 3);
 - d. Select independent auditor in accordance with the Guideline Selection Auditor (attached hereto as Annex 4).
- 1.5 IDH will support the Project with co-funding as described in this Agreement.

2. Finance & Planning and Reporting

Funding amounts

- 2.1 The Project Partner will provide funding for the Project in the minimum amount of **EUR [amount]**, in accordance with the budget in the Project Proposal and the funding ratio of the Parties' contributions contained therein.
- 2.2 IDH undertakes to provide co-funding of the Project Partner's investment for Project activities that have either already taken place or are anticipated during the Project term and agreed on in the budget and the Project Proposal, based on actual costs incurred, up to a total amount of maximum **EUR [amount]**.

Reporting Requirements and Funding Disbursement Schedule

- 2.3 The Project Partner will comply with the Guidelines in a full and timely manner. The Project Partner is aware that IDH has a zero-tolerance policy on faulty reporting and that all obligations under this Agreement must be fulfilled in order to receive the full IDH contribution to the Project. **As part of the Project, the Project Partner will make sure that the reporting is audited by an independent auditor. The Project Partner will select the independent auditor in accordance with the Guideline Selection Auditor (Annex 4).**

- 2.4 The Project Partner will:
- a. Monitor, evaluate and report on progress of activities (including KPIs) and financials (budgeted vs. actual) to IDH as defined in the schedule included in clause 2.6. Fully comply with the criteria and requirements stated in the Guidelines.
- 2.5 Funds made payable to the Project Partner under the Agreement will be transferred according to the following schedule, after approval of the relevant reporting content and receipt of a payment request from the Project Partner. The Project Partner is not allowed to deviate from the schedule without prior written approval by IDH:

Year	Reporting deadlines	Reporting content (in accordance with requirements in Guidelines)	Instalment (% of IDH annual budget)	Payment request date
Year 1	NA	NA	60% of Budget Year 1	Send payment request after submission of the signed Agreement.
	[Date]	Baseline Report	NA	NA
	April 30st	Quarterly progress update Jan-Mar <ul style="list-style-type: none"> Financial update Output KPI of Q1 results 	NA	NA
	July 30th	Quarterly progress update Apr-Jun <ul style="list-style-type: none"> Financial update Output KPI of Q2 results Financial forecast year 2 	30% of Budget Year 1	Send payment request after IDH's written approval of Quarterly update
	October 31st	Quarterly progress update Jul-Sep <ul style="list-style-type: none"> Financial update Output KPI of Q3 results of 	NA	NA
Year 2	January 30st	Annual progress report <ul style="list-style-type: none"> Financial Annual Report Revised Budget year 2 Revised work plan year 2 Summary Output and Outcome KPI of Q1 to Q4 results Narrative progress report 	Settlement of Balance Year 1 60% of Revised Budget Year 2	Send payment request after IDH's written approval of Annual progress report, Revised Budget and Audit Report (if applicable)
	March 1st	Audit Report Jan-Dec year 1*		
	April 30st	Quarterly progress update Jan-Mar <ul style="list-style-type: none"> Financial update Output KPI of Q1 results 	NA	NA
	July 30th	Quarterly progress update Apr-Jun <ul style="list-style-type: none"> Financial update Output KPI of Q2 results Financial forecast year 3 	30% of Budget Year 2	Send payment request after IDH's written approval of Progress Report
	October 31st	Quarterly progress update Jul-Sep <ul style="list-style-type: none"> Financial update Output KPI of Q3 results 	NA	NA
Year 3	January 31st	Annual progress report <ul style="list-style-type: none"> Financial Annual Report Revised Budget year 3 Revised work plan year 3 Summary Output and Outcome KPI of Q1 to Q4 results Narrative progress report 	Settlement of Balance Year 2	Send payment request after IDH's written approval of Annual Report and Audit Report (if applicable)

	March, 1st	Audit Report Jan-Dec year 2* (or whole project duration)		
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*Audit Report is required when the annual/total IDH spending and/or IDH liable spending is equal or more than EUR 75.000.

- 2.6 IDH reserves the right to deduct any amount of underspending against the annual budget by the Project Partner from the installments to be transferred by IDH in the subsequent year.
- 2.7 Payment will be made by IDH within 45 days after receiving the payment request from the Project Partner. The payment request must be sent via email to invoice@idhtrade.org, and must contain (i) the total amount to be transferred, (ii) the budget period, and (iii) shall reference the contract number [insert Salesforce number].
- 2.8 All funds provided by IDH will be transferred to and disbursed to the Project Partner at the following bank account:
- Bank Name: [Name bank + country]
- Account Name: [•]
- Account Number: [•]
- Routing/ABA Number: [•]
- SWIFT Code: [•]

3. Intellectual Property

- 3.1 The Project Partner 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**”).
- 3.2 Any Arising Intellectual Property vested in the Project Partner 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 Project Partner and IDH (in advance).

4. Duration and termination

- 4.1 The Agreement will be effective as from [date] and shall terminate automatically on [date], unless extended by the Parties in writing.
- 4.2 Any Party may terminate the Agreement or exit the Project - in full or in part - before the end of the term of the Agreement or the Project, subject to three (3) month's written notice. In that event, such Party is not allowed to withdraw funding already spent under the Agreement

and/or committed by the Project Partner under a sub-agreement between the Project Partner and a third party related to the execution of the activities by the Project Partner under the Agreement.

- 4.3 In reference to article 18.2 of the IDH General Terms and Conditions, the Parties acknowledge that IDH is an organization that is dependent on funding from multiple institutional donors. In the event IDH's institutional donors terminate, end or materially change their funding of IDH, the Parties reserve the right to terminate the Agreement with immediate effect and without the risk of incurring liability for damages or compensation.
- 4.4 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

SIGNATURE PAGE

For IDH

Name: Mr. Daan Wensing

Position: CEO

Date: _____

For the Project Partner

Name:

Position:

Date: _____

Attached to and integral part of this Agreement are:

- Annex 1: Project Proposal
- Annex 2: IDH General Terms & Conditions
- Annex 3: Guidelines for Planning and Reporting for Project- and Implementing Partners
- Annex 4: Guideline Selection Auditor

Annex 2: IDH's General Terms and Conditions for Funding Agreements



IDH SUSTAINABLE TRADE INITIATIVE GENERAL TERMS AND CONDITIONS

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

IDH General Terms and Conditions

I. GENERAL CONDITIONS

1. DEFINITIONS

1.1. In these General Terms and Conditions of IDH Sustainable Trade Initiative, the following definitions apply:

"IDH": Stichting IDH Sustainable Trade Initiative, a foundation under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 53521129, having its registered office and its place of business at Arthur van Schendelstraat 500 (3511 MH) Utrecht, the Netherlands.

"Contracting Party": The party (or parties) engaging in a contract with IDH.

"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": The terms & conditions in this document.

"Specific Agreement": Separate contract (and all amendments thereto) between IDH and the Contracting Party in which IDH and the Contracting Party agree to the implementation or execution of a certain Project or activities.

"Entire Agreement": The IDH General Terms and Conditions and the Specific Agreement 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 Specific Agreement expressly refers.

"Program": The sector Program(s) that IDH operates in and concerning which the Contracting Party and IDH are entering into agreement.

"Project": The activities agreed to in the Specific Agreement.

"Guidelines": IDH Guidelines for Planning and Reporting, including audit instructions attached to this document. This is a separate document containing the terms and conditions specific to planning and reporting activities relating to the Project.

2. APPLICABILITY OF THE IDH GENERAL TERMS AND CONDITIONS

- 2.1 The IDH General Terms and Conditions 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. 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, the Specific Agreement and/or the Proposal, the Specific Agreement will prevail over the General Terms & Conditions. The General Terms & Conditions will prevail over the Proposal.

3. LIMITATION OF LIABILITY

- 3.1 IDH cannot be held liable if - for whatsoever reason - the objectives of the Project and/or Program have not been met nor can it be held liable for any other damages resulting from the performance of the Project by either Party or any third party involved, including any infringement of intellectual property rights of the Contracting Party. 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. FRAUD AND CORRUPTION

- 4.1 The Parties are aware of the IDH Code of Conduct (which can be found [here](#), or via the 'Our policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>). The IDH Code of Conduct provides the ethical framework in which IDH and any party contracted by IDH must operate. It provides an overview of the values, commitments, responsibilities and integrity that IDH stands for. IDH expects its business partners to apply similar standards of conduct when working for IDH.
- 4.2 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.
- 4.3 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

IDH General Terms and Conditions

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.

- 4.4 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.

5. CONFLICT OF INTEREST

- 5.1 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.
- 5.2 For the avoidance of doubt, a (potential) conflict of interest shall include all activities that would lead to an partial and/ or non- objective performance of the Entire Agreement.

6. PRIVACY

- 6.1 The privacy statement for business partners and consultants can be found [here](#) or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>.

7. ICSR

- 7.1 The Contracting Party must cooperate in the Program in a manner that is compatible with the ICSR Policy of IDH, which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>.

8. COMPETITION COMPLIANCE

- 8.1. The Contracting Party specifically acknowledges that IDH works in compliance with competition laws and principles as set out in IDH's *Competition Compliance Policy*, (which can be found [here](#), or via 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>). IDH and the Contracting Party, individually and collectively, shall not engage in any behavior that restricts competition. IDH and the Contracting Party are free to enter into any agreements with third parties.

9. SAFEGUARDING

- 9.1 The Parties are aware of the IDH Safeguarding Policy (which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>).
- 9.2 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.
- 9.3 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 10.1 and 10.2 below.
- 9.4 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 10.1 and 10.2 below.
- 9.5 The Parties will fully co-operate with investigations into such incidents.
- 9.6 If the Contracting Party fails to comply with the IDH Safeguarding Policy or commits a breach of any of the terms included in article 8, IDH has the right to immediately terminate the Entire Agreement without the risk of incurring liability for damages or compensation.

10. SPEAKUP

- 10.1 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.

IDH General Terms and Conditions

- 10.2 IDH's SpeakUp line can be accessed online or by phone. Click [here](#) for a list of free phone numbers in each country or to report online. For more information, please refer to the SpeakUp policy (which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>).
- 10.3 The Contracting Party shall promote the IDH SpeakUp line with its employees and any third party related to the execution of activities under the Entire Agreement, as well as the individuals and communities directly affected by the activities under the Entire Agreement. The Contracting Party shall use the communications materials provided by IDH (which can be found [here](#), or via the 'Our Policies' tab on the 'About' webpage: <https://www.idhsustainabletrade.com/policies>).

II. PROJECT IMPLEMENTATION

11. IMPLEMENTATION RESPONSIBILITIES

- 11.1 The Party liable for the implementation of the Project is agreed to in the Specific Agreement. That Party must do so with the necessary care and transparency, and in accordance with the terms and conditions of the Entire Agreement.

12. DELAYS, UNFORSEEN CIRCUMSTANCES, CHANGES TO IMPLEMENTATION

- 12.1 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 implementation of the Project as is agreed in the Specific Agreement, and/or affect compliance with the IDH General Terms and Conditions. Such notifications should include the financial interests involved (if applicable) as well as mitigating measures taken.
- 12.2 IDH may request changes to the implementation of the Project if IDH's donors request changes to policy that affect the implementation, or if they request changes to the Project specifically. Any changes will be discussed between the Parties and must be agreed to in writing before they take effect. If the Parties cannot reach agreement on the changes referred to in this clause, each Party has the right to terminate the Agreement without the risk of incurring liability for damages or compensation.

13. COMPLIANCE WITH LOCAL LAWS

- 13.1 In the execution of the Project, the Contracting Party must comply with all applicable laws and respect internationally recognized human rights, multilateral environmental agreements and internationally agreed core labor standards.
- 13.2 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.

- 13.3. In case a breach of article 12.1 occurs or such actual or potential conflict, as referred to in article 12.2, 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 Project.
- 14. THIRD PARTY COMPLIANCE**
- 14.1. 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.
- 14.2. 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 Specific Agreement must be in writing and will not relieve the Contracting Party of its responsibility for the third parties' performance.
- 15. INSURANCES**
- 15.1. The Contracting Party is responsible for its own insurances, social premiums, income tax and any other levies related to the Project regarding its performance of the activities related to its roles and responsibilities under the Entire Agreement.
- 16. GOOD ADMINISTRATION**
- 16.1. In order to provide proof that the activities under the Project have indeed been implemented as agreed to between IDH and the Contracting Party, 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.
- 17. RIGHT TO AN ADDITIONAL AUDIT**
- 17.1. 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 payments made or to be made to the Contracting Party under the Entire

IDH General Terms and Conditions

Agreement and the manner in which the said amounts have been allocated 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. For the avoidance of doubt, IDH's right to audit as set out in this clause does not affect any obligation for the Contracting Party to submit an audited report on the Project, if the requirement of audited report on the Project is agreed to between the Parties in the Specific Agreement.

- 17.2. The Contracting Party shall maintain the material and records referred to in this clause 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.
- 17.3. Any costs related to an additional audit referred to in 15.1 shall be agreed to between the Parties in writing.

III. FINANCIAL CONDITIONS

18. (CO-)FUNDING BY IDH

- 18.1. Any funding provided by IDH is subject to IDH's principles on co-funding as described in the Entire Agreement.
- 18.2. Co-funding by IDH must be allocated to Project activities that have either already taken place or are anticipated during the Project term and agreed to in the Specific Contract, based on actual costs incurred, up to the total maximum amount agreed to in the Specific Agreement.
- 18.3. IDH's co-funding contribution shall at all times be proportionate to and dependent on the Contracting Party's contribution, to the extent that IDH's contribution shall never exceed the ratio between IDH's contribution and the Contracting Party's contribution as defined in the Entire Agreement and specified in the Project budget.
- 18.4. IDH reserves the right to adjust any future installments due to the Contracting Party, or to reassign or reclaim any amount of its contribution to the Project already transferred to the Contracting Party, in the event that, without the prior written consent of IDH: the Contracting Party does not fulfil, or not fulfil on time, its obligations under the Entire Agreement; the Contracting Party deviates from the

Specific Agreement and in particular if the Contracting Party spends IDH's contribution to the Project other than as agreed to in the Specific Agreement; the Project is funded by third parties which third party funding was not known to IDH and which has consequences for the Project budget.

- 18.5. Due to IDH's principles on co-funding, payment of IDH's co-funding contribution is conditional to reports submitted to IDH by the Contracting Party in accordance with the IDH Guidelines and the terms and conditions in the Entire Agreement, and approval of these reports by IDH. If (part of) this condition is not met, IDH reserves the right to make partial payment of its contribution or to suspend payment until compliance is achieved.
- 18.6. IDH has no VAT entrepreneurial status. The total amount of IDH's co-funding contribution agreed to in the Specific Agreement is the maximum contribution from IDH and cannot be increased by any applicable VAT, other taxes or amount unless a budget increase is specifically agreed to between the Contracting Party and IDH. Furthermore, any applicable taxes that are reclaimable by the Contracting Party are not eligible for co-funding by IDH.
- 18.7. Any amount of the funds provided by IDH that are left unspent upon ending or termination of the Specific Agreement and/or any payments transferred by IDH to the Contracting Party in excess of the agreed Project budget in the Specific Agreement shall be returned by the Contracting Party to IDH within 60 days of ending or termination of the Specific Agreement. At the expiry of this period, the amount in question shall accrue interest at Euribor rate per annum. All judicial and extrajudicial collection and other costs reasonably incurred by IDH as a result of the Contracting Party's failure to return the excess payment will be borne by the Contracting Party.
- 18.8. Any funding provided by IDH is subject to the condition that IDH reserves the right to request repayment of any amount paid but not yet spent in the event IDH's donors terminate their funding of IDH and request repayment. For the interpretation of this clause, "funds spent" is defined as expenditures agreed to in the Specific Agreement, reported on by the Contracting Party and approval of these reports by IDH.

19. EXCHANGE RATES

- 19.1. For all contributions provided to the Contracting Party by IDH, the exchange rate of the day of receipt by the Contracting Party of the IDH's contribution(s) is applicable. The applicable exchange rate must be included in the financial reports that the Contracting

Party must provide to IDH under the terms and conditions of the Entire Agreement.

20. TRANSFER OF FUNDS & PAYMENT CONDITIONS

- 20.1. 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 and the Project budget period the payment relates to. Payment will be made by IDH within 45 days after receiving a payment request, provided the payment request and the reporting from the Contracting Party is in accordance with the terms and conditions in the Entire Agreement.

- 20.2. 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 reserves the right to adapt the planning of the Project to ensure, to the extent possible, uninterrupted delivery of the objectives of the Project. The Contracting Party must notify IDH of the adapted planning as soon as possible.

IV. PLANNING & REPORTING

21. REPORTING GUIDELINES

- 21.1. The Contracting Party must report to IDH in accordance with the Guidelines in a full and timely manner, unless the Specific Agreement states otherwise.
- 21.2. IDH reserves the right to amend the Guidelines unilaterally if changed circumstances give reason to such amendment and the Contracting Party can reasonably be expected to accept such an amendment. Before the amended Guidelines take effect, IDH will inform the Contracting Party of the changes and give the Contracting Party reasonable time to review the amended Guidelines.

22. 'IATI' COMPLIANCE

- 22.1. The Contracting Party acknowledges that IDH is required to comply with the International Aid Transparency Initiative (IATI) Standard. The IATI Standard is a framework for publishing information on development cooperation activities in a timely, comprehensive and forward-looking manner (see <http://iatiregistry.org/>). The IATI Standard requires publication of data about both the organization(s) involved in development cooperation activities such as the Project, and the development cooperation activities (the Project) carried out by that

organization. For the purpose of meeting the IATI Standard within the scope of the terms and conditions of the Entire Agreement, and notwithstanding the agreed confidentiality thereof, IDH retains the right to publish aggregated Project results, data and other relevant Project information on an aggregated Program level. In practice this will entail that the results based on a Program's KPIs as well as the total contributions per commodity (Program) per country will be published on IDH's website.

V. CONFIDENTIALITY

23. CONFIDENTIALITY

23.1. In the course of agreeing and implementing the Project, the Parties may receive and become aware of information (such as but not limited to projects, practices, and customer or potential customer information) that is sensitive and confidential in nature. Any information and knowledge shared, obtained before, during or after the Entire Agreement, with the exception of the existence of the Entire Agreement and the purpose thereof, shall be treated confidentially and may not be stored or shared with any other organization without the prior written consent of the other Party.

VI. INTELLECTUAL PROPERTY

24. INTELLECTUAL PROPERTY

24.1. If IDH's donors, or the governments they may relate to, request use of reports, documentation, studies, publications, logo's or other material that is Arising Intellectual Property belonging (jointly) to IDH or free to use by IDH, IDH is free to share such information with the donor freely and without the consent of the Contracting Party.

24.2. Nothing contained in this Entire Agreement shall affect the absolute and unfettered rights of each Party in all materials, inventions, discoveries and intellectual property owned or controlled by that Party independently of the subject matter of the Entire Agreement (the "Background Intellectual Property").

24.3. Each Party (the "Indemnifying Party") will indemnify and hold the other Party (the "Indemnified Party") harmless from claims of third parties as a consequence of infringement of intellectual property rights of said third party, provided that the Indemnified Party informs the Indemnifying Party immediately in writing of the existence and content of the alleged right to claim. The aforementioned obligation to indemnify and hold harmless lapses if and insofar as the concerned infringement is related to modifications in the intellectual property rights made by the Indemnified Parties, or by third parties mandated by the Indemnified Party.

VII. PUBLICATIONS / COMMUNICATION

25. COMMUNICATION

25.1. Communication on the IDH funded and/or by IDH managed projects will be done in close collaboration with IDH. The Contracting Party shall give IDH a reasonable period of time to review intended communications and must receive IDH's approval in writing prior to any external communication regarding the Program or Project. In the event that the Program or Project is mentioned publicly, the Contracting Party shall mention IDH or the Program or Project, using IDH's logo. IDH reserves the right to use the logo of the Contracting Party on its website and in publications related to the Program or Project.

25.2. The Parties shall only take position on behalf of any of the other Party with that other Party's prior written consent.

25.3. Subject to the terms and conditions regarding confidentiality in these IDH General Terms and Conditions, the Parties may communicate the existence of their cooperation under the Entire Agreement on their website and may inform other parties of its purpose, but the Parties shall refrain from mentioning anything relating to the content of the Entire Agreement. The Parties agree that these communications shall be driven and focused on the Program's objectives. IDH will take all necessary precautions to ensure that sensitive information will not be shared with anyone outside of IDH, especially with potential competitors.

26. LEARNING

26.1. By participating in the Project, the Parties commit to participate in the learning activities that are part of the Program and Project. The Parties shall share lessons learned and relevant Project information including digital data with each other for the benefit of the Project. IDH has access to this information for inter- and cross-sectoral learning purposes. IDH will take all necessary precautions to ensure that confidential information will not be shared with anybody outside of IDH.

VIII. TERM & TERMINATION

27. TERM

27.1. The Entire Agreement takes effect on the starting date agreed to between the Parties in the Specific Agreement. The Entire Agreement ends on the end date agreed to between the Parties in the Specific Agreement 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 Specific Agreement is exceeded yet the reporting obligations of the Contracting Party have not been met, the terms and conditions related to reporting

on the Project will remain in effect until all obligations have been met by the Contracting Party or the Entire Agreement is terminated, whichever is earlier. Continuation of implementation activities after the end date in the Specific Agreement will explicitly not be covered by this Entire Agreement and will not be eligible for (co-)funding from IDH.

28. AMENDMENT & TERMINATION

28.1. The terms and conditions of the Specific Agreement 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 end, 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. If a breach of any terms of the Entire Agreement, 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 Project is not possible or of too much risk, IDH shall be entitled to terminate the Entire Agreement without the risk of incurring liability for damages or compensation. Written notice of termination shall be provided, stating the applicable circumstances. Funding provided by IDH to the Contracting Party must be returned to IDH under the terms and conditions of clause 17.7 of these IDH General Terms and Conditions.

28.4. The Entire Agreement may be terminated in writing with immediate effect and at any time if:

- a. a receiver is appointed for a Party or its property,
- b. a Party makes an assignment for the benefit of its creditors,
- c. proceedings are commenced by or for a Party under any bankruptcy, insolvency, or debtor's relief law,
- d. a Party liquidates or dissolves or attempts to do so,
- e. a Party assigns or purports to assign (part of) the Entire Agreement in breach of its provisions,
- f. a Party commits any other breach of a material obligation hereunder which it fails to cure within 30 calendar days of written notice or which is by its nature incurable; or
- g. a Party undergoes a change in control.

IX. APPLICABLE LAW & DISPUTE RESOLUTION

IDH General Terms and Conditions

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.

Annex 4: IDH Data Processing Agreement

Data Processing Agreement

THE PARTIES:

IDH Sustainable Trade Initiative, a foundation incorporated under the laws of the Netherlands, having its registered office at Arthur van Schendelstraat 500 (3511 MH) Utrecht, the Netherlands, registered at the Dutch Chamber of Commerce under number 53521129 (hereinafter referred to as "**Data Controller**"); and

[DATA PROCESSOR], incorporated and registered in **[COUNTRY]** with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]**, registered **[at the Dutch Chamber of Commerce ("Kamer van Koophandel")]** under number **[NUMBER]** (hereinafter referred to as "**Data Processor**").

Data Controller and Data Processor, each a "**Party**" and together referred to as the "**Parties**".

WHEREAS:

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

IT IS AGREED AS FOLLOWS:

DEFINITIONS

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

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

OBLIGATIONS OF THE DATA PROCESSOR

2. **The Data Processor shall:**

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

TECHNICAL AND ORGANIZATIONAL MEASURES

3. **The Data Processor shall:**

- a. adopt and maintain appropriate Technical and Organizational Measures. Such Technical and Organizational Measures will at least include the Technical and Organizational Measures as set out in **ANNEX 2**;
- b. taken into account the nature of the processing as well as with all the means at its disposal provide the Data Controller assistance in ensuring compliance with regard to the obligations arising from Applicable Laws, especially articles 32 up to and including 36 of the GDPR.

4. **The Data Processor ensures that the Technical and Organizational Measures as mentioned in paragraph 3 are:**

- a. appropriate, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for rights and freedoms of persons, that, where appropriate, may include, but are not limited to:
 - i. the pseudonymization and encryption of personal data;
 - ii. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - iii. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

- iv. a process for regularly testing, assessing and evaluating the effectiveness of Technical and Organizational Measures for ensuring the security of the processing.
 - b. adopted and applied in such a way that the Data Controller, with regard to the processing that is entrusted to the Data Processor, constantly acts in compliance with the Applicable Laws.
- 5. The Data Controller has the right to instruct the Data Processor to take additional security measures. The Data Processor shall implement these additional security measures within a reasonable time.**

USE OF SUB PROCESSORS

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

TRANSFER OF PERSONAL DATA

- 8. The Data Processor may only transfer and Process Personal Data in a country outside the Netherlands, if Data Processor acts in accordance with local applicable law and regulations on Processing of Personal Data.**
- 9. The Data Processor may not transfer Personal Data to a country outside the European Economic Area ("EEA"), unless the Data Controller instructs the Data Processor in writing prior to the transfer or the Data Processor is obliged to transfer Personal Data on the basis of a statutory provision. In case a statutory provision requires the Data Processor to transfer personal data outside the EEA, the Data Processor will prior to the transfer inform the Data Controller, unless the statutory provision due to overriding reasons of general interest prohibits the Data Processor from doing so.**
- 10. If the Data Controller instructs the Data Processor to transfer personal data to a country outside the EEA the Data Processor is only permitted to transfer and process personal data to this country, in case:**
- a. such country offers an adequate level of protection according to the EU 'white list' of countries offering adequate data protection standards; or

- b. EC Model Clauses are concluded between the Data Controller and the Data Processor or a Sub Processor, as set out under article 46, paragraph 2, sub paragraph c and d GDPR; or
 - c. the transfer is allowed based on another legal ground under Applicable Laws and the Data Controller has explicitly consented with a transfer based on such legal ground.
11. **In case Personal Data is transferred to a Sub Processor located in a country outside the EEA and there are no EC Model Clauses as set out under paragraph 10 (b) available that regulates the transfer between two processors, the Data Controller hereby instructs and authorizes the Data Processor to instruct the Sub Processor in Data Controller's name and vis-a-vis the Sub Processor's to conclude EC Model Clauses.**

AUDITS

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

CONFIDENTIALITY

15. **The Data Processor keeps all Personal Data strictly confidential and ensures, prior to the disclosure of Personal Data to its employees, Sub Processors or employees of Sub Processors, that these persons are bound by the same conditions of confidentiality.**
16. **Subject to Clause 0, the Data Processor may disclose Personal Data when a law requires the Data Processor to disclose Personal Data or when the Data Controller instructs the disclosure of Personal Data.**
17. **When a Data Processor has reasonable doubts as to whether the Data Processor is permitted to disclose information, Data Processor shall consult with Data Controller.**
18. **The obligation of confidentiality shall also apply after termination of this Data Processing Agreement.**

NOTIFICATION OF A DATA BREACH

19. **As part of the obligations incumbent on the Data Processor with regard to the security of personal data, the Data Processor shall establish and maintain procedures designed to reasonably detected Data Breaches and then implement the correct measures, including recovery measures.**
20. **The Data Processor will promptly, as soon as possible under the circumstances, notify the Data Controller, as set out in Clause 21, about (i) any legally binding request for disclosure of Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, and (ii) a Data Breach.**
21. **The Data Processor will notify the Data Controller about every Data Breach as well as:**
 - a. the start and end time and date and the location of such event;
 - b. the nature and scale of such event;
 - c. the department or part of the system in which the event occurred;
 - d. the time needed to reverse damage of the Data Breach;
 - e. the nature and scope of Personal Data records concerned;
 - f. the categories and approximate number of data subjects concerned;
 - g. the likely consequences of such event, including the consequences for the Data subject and a proposal to prevent damage and other negative consequences;
 - h. measures taken or to be taken to mitigate the consequences of the Data Breach; and
 - i. the name and contact details of the data protection officer or other contact point where more information about the Data Breach can be obtained.
22. **The Data Processor will promptly, without delay, and in any case within 24 hours of discovery of a Data Breach notify, as set out under Clause 20 and 21, the Data Controller and subsequently keep the Data Controller fully informed about any progress of the recovery or other relevant developments with respect to such event.**
23. **The Data Processor shall without delay take all reasonable measures to recover the Personal Data and reduce the negative impact of a Data Breach. The Data Processor is obliged to inform Data Controller of these measures as soon as possible.**
24. **The Data Processor shall not, on its own initiative, notify data subjects that are affected or likely to be affected by a Data Breach or the supervisory authority that is competent to take notice of a Data Breach.**

REQUESTS BY DATA SUBJECTS

25. **The Data Processor will provide all reasonable assistance to ensure that the Data Controller is able to fulfil its legal obligations when a data subject exercises his or her rights under the Applicable Laws.**
26. **As soon as the Data Processor receives a request as mentioned in paragraph 25, the Data Processor shall promptly inform the Data Controller. The Data Processor shall not respond to the request without the consent of the Data Controller.**
27. **On the instruction of the Data Controller, the Data Processor shall, without delay, correct, erase or otherwise adjust or process the Personal Data.**
28. **The Data Processor will promptly inform the Data Controller about any request or complaint of the Data Subject with respect to the processing of its Personal Data.**

LIABILITY

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

Term and termination

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

MISCELLANEOUS

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

-signature page follows-

SIGNED BY THE PARTIES FOR AGREEMENT

For IDH

For **[NAME PARTY]**

Name:

Name: **[NAME SIGNATORY]**

Position:

Position: **[ADD POSITION]**

Date: _____

Date: _____

ANNEX 1

DESCRIPTION OF PROCESSING OPERATIONS

Categories of personal data

The Personal Data processed concern the following categories of data:

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

ANNEX 2

DESCRIPTION OF TECHNICAL AND ORGANIZATIONAL MEASURES

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

[Insert IT security measures implemented by Data Processor]

1)

1.1) Physical access control

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

1.2) Technical access control

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

2) Management of the lifecycle of data

2.1) Enter data

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

2.2) Security and storage of Personal Data

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

storage periods, erasure from a distance when devices are involved.

3) Exchange of Personal Data

- *Who is allowed to receive or send Personal Data? For example determine safe receivers or senders, record data transfers.*
- *How is the exchange of Personal Data secured? Secured transfer of Personal data (via encryption), secured network, machinery to machinery authentication, digital signature, documents secured with passwords.*

4) Control

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

ANNEX 3*DESCRIPTION OF SUB PROCESSORS*

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

- [INSERT]