

**BEYOND CHOCOLATE
CO-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. Joost Oorthuizen**, hereinafter referred to as **“IDH”**, and;

[Project Partner], a [description legal entity] under the laws of [name country], registered with the [name registry] 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 the value chains of various program sectors under the IDH strategy 2016 – 2020 ‘Innovating Impact @ scale’ through the development of impact coalitions of companies, NGOs, governments, trade unions, financial institutions, and universities that strive for impact on public good.
- (B) The purpose of the Project Partner engaging in the Beyond Chocolate program (the **“Program”**) is to implement a sustainability project to improve, innovate, scale or accelerate the effectiveness and efficiency of sustainability initiatives in the Belgian chocolate sector, and therefore contribute to the achievement of both the general and respective individual ambitions in the Beyond Chocolate partnership.
- (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 **[Summary project]**

- 1.3 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).
- 1.4 IDH will support the Project with co-funding as described in this Agreement.
- 1.5 In reference to article 25 of the IDH General Terms and Conditions, 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.
- 1.6 In reference to and in addition to article 9.1 of the IDH General Terms and Conditions, **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, and/or affect compliance with the Agreement. Such notifications should include the financial interests involved (if applicable) as well as mitigating measures taken.** If any (suspected) changes in circumstances or irregularities, including but not limited to epidemics such as Covid-19, lead to any delay in the implementation of the Project, IDH shall have the right to adjust the instalment schedule. |
- 2. Finance**
- 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]**.

2.3 Funds made payable to the Project Partner under the Agreement will be transferred according to the following schedule, after 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	Installment	% of IDH annual budget	Due
2020	x	x%	After submission of the signed Agreement.
	x (after progress report and budget 2021)	x%	After IDH's written approval of progress report and budget 2021 (send payment request together with progress report and budget)
2021	x (after annual report 2020 and revised budget 2021)	x%	After IDH's written approval of revised budget 2021 (send payment request together with progress report)
	x (after progress report)	x%	After IDH's written approval of progress report (send payment request together with progress report)
2022	x (after final report and audited financial report)	Remaining contribution based on actual funds.	After IDH's written approval of final report and audited financial report (send payment request together with progress report)

2.4 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.

- 2.5 The Project Partner shall respect the list of non-subsidiary expenses included in Annex 5 of this Agreement.
- 2.6 Payment will be made by IDH within 45 days after receiving the payment request from the Project Partner. The payment request shall be sent via email to invoice@idhtrade.org, and will contain (i) the total amount to be transferred, (ii) the budget period, and (iii) shall reference the contract number [insert salesforce number].
- 2.7 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. Planning and Reporting

- 3.1 The Project Partner will comply with the Guidelines in a full and timely manner. Please be aware that IDH has a zero-tolerance policy on faulty reporting, 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).
- 3.2 The Project Partner must allow representatives of the Belgian State to verify and assess the implementation of the Project and the utilization of IDH's contribution, including the accounts, original receipts and invoices at the Project Partner's office, provided that reasonable prior notice is given. These documents must be kept by the Project Partner at least 5 years after the Project has ended. The Project Partner agrees that the Belgian State can at any time, at its own initiative, decide to assess the Project through an external evaluation and/or an external audit. In the event the Project Partner prevents the controls and verifications included in this clause or does not fulfil the conditions of IDH's contribution, the Project Partner is obliged to immediately reimburse IDH's financial contribution to IDH.
- 3.3 The Project Partner will submit an annual plan for the following year of the Project, in writing in the English language, before October 1 (the "Annual Plan") of each calendar year for approval to IDH. Upon approval of the Annual Plan IDH will send a confirmation in writing to the Project Partner. The Annual Plan for each year will cover the period of January 1 – December 31.
- 3.4 The Project Partner will:

- a. Monitor, evaluate and report on progress of activities (KPIs) and financials (budgeted vs. actual) to IDH as defined in the schedule below:

What	Content	Deadline
Annual Plans		
Annual Plan final*	January-December next year	October 1
Updated budget	January-December current year	March 1
Progress Reports		
Progress Report final*	January-June current year	September 1
Annual Reports		
Annual report final*	January-December previous year	March 1

(* Subject to formal approval from IDH.)

- b. Comply to the implementing partner criteria as mentioned in the Guidelines;
- c. Deliver a baseline report, including the baselines for all KPIs included in the Project Proposal, which is due xx, 2020. Since the individual co-funded projects of the Beyond Chocolate Partnership – of which this project is part and parcel – are part of the Partnership’s learning agenda, IDH will work closely with the Project Partner on the finalization of the KPIs. After careful consideration and prior approval of IDH, the initial KPIs as can be found in the Project Proposal can be altered or new KPIs can be added.

4. Intellectual Property

- 4.1 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**”).
- 4.2 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).

5. Duration and termination

- 5.1 The Agreement will be effective as from [date] and shall terminate automatically on [date], unless extended by the Parties in writing.
- 5.2 Any Party may exit the Agreement or 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, but 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.

- 5.3 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

DRAFT

SIGNATURE PAGE

For IDH

Name: Mr. Joost Oorthuizen

Position: CEO

Date: _____

For the Project Partner

Name: _____

Position: _____

Date: _____

Attached to and integral part of this Agreement are:

- Annex 1: Project Proposal (incl. approved Budget overview and KPI table)
- Annex 2: IDH General Terms & Conditions
- Annex 3: Guidelines for Planning and Reporting for Implementing Partners
- Annex 4: Guideline Selection Auditor
- Annex 5: List of non-subsidiary expenses