Terms of Reference
IDH Sustainable Trade Initiative

Baseline study to support the development of 2 Production, Protection, Inclusion (PPI) Compacts in Sabah, Malaysia

December 1, 2021

On a basis of this Terms of Reference ("ToR"), IDH the Sustainable Trade Initiative ("IDH") aims to select a consultant to conduct a baseline study to support the development of Production, Protection, Inclusion (PPI) Compacts in 2 landscapes in Sabah: Kinabatangan and Kunak.

1. About IDH and Landscapes program

IDH is an organization that brings companies, CSOs, governments and others in public-private partnerships together to realize green & inclusive growth at scale in commodity sectors and sourcing areas. Our approaches are designed to drive sustainability from niche to norm in mainstream markets, delivering impact on Sustainable Development Goals (SDGs). We focus on creating positive impact on deforestation, living incomes and living wages, working conditions, toxic loading, and gender. IDH is a foundation that works together with over 600 companies, CSOs, financial institutions, producer organizations and governments in 12 sectors and 21 landscapes in over 40 countries worldwide.

IDH Landscapes program is one of IDH's interventions to drive transformative systemic change towards sustainable trade. Agricultural and forestry commodities are being produced at an increasing rate while problems like deforestation, water stress, biodiversity loss and soil erosion are becoming increasingly acute. The program currently has 21 landscapes in 12 countries where IDH brings together groups of producers, governments, large multinational companies, SMEs, local businesses, farmers, international organizations, NGOs, and civil society organizations and help them cooperate towards a common goal in which agricultural products are grown sustainably, forest and natural resources are safeguarded and restored, and communities prosper.

A crucial component of the IDH strategy is the achievement of a sustainable landscape that will supply deforestation-free and environmentally responsible production to the markets. This is being materialized via Production, Protection, and Inclusion (PPI) Compacts where there is an agreement between public, private and civil society (including community)

stakeholders to enhance the sustainability and productivity of land, secure community livelihoods, and ensure forest/natural resources protection in a given landscape. More information can be found at https://www.idhsustainabletrade.com/approach/production-protection/.

Sustainable palm oil is one of today's major, persisting food sustainability challenges, with strong linkages to forest protection and climate change mitigation agendas. While many retailers, manufacturers, processors, and traders of palm oil have now made public sustainability commitments, there is a need and opportunity to transform these into tangible changes at the production end of the supply chain. IDH believes that local public-private partnerships aimed at PPI are the key to address this challenge and proposes to scale up these partnerships to achieve transformation of the palm oil market.

IDH is now looking for a consultant to conduct a baseline study and support the development of Production, Protection, Inclusion (PPI) Compacts in 2 landscapes in Sabah: Kinabatangan and Kunak.

2. Background

Malaysia is the world's second largest oil palm producer, accounting for 35% of production. Much of its past expansion was at the expense of rainforests, often with HCV. Production is dominated by private estates which cover 4.7 million ha. Roughly 680,000 smallholders account for the remaining 0.9 million ha and account for 35-40% of the total area and as much as 33% of the output. Smallholders are the most vulnerable group in Malaysia's oil palm sector. They often have lower incomes due to lower yields, limited technical knowledge and access to government schemes. They are the least able to cope with the harmful effects of climate change and market fluctuations.

At the national level, IDH is partnering with Solidaridad to deliver the National Initiative on Sustainable and Climate Smart Oil Palm Smallholders (NI-SCOPs) – to support the Malaysian Government and key stakeholders such as the Malaysian Palm Oil Board (MPOB) to meet the Malaysian commitments under the Paris Agreement, the Convention on Biological Diversity, and the SDGs. The NI-SCOPs program works closely together with the Malaysian government to improve smallholder livelihoods and tackle climate change by adapting to the new climate, protecting forests, and preventing carbon emissions. In addition to smallholder-focused landscape interventions which will be carried out in selected sites throughout Malaysia, the program also has a strong link with Malaysian Sustainable Palm Oil (MSPO) standards, and will contribute to its review, as well as increased transparency on impacts, its implementation and enforcement. IDH will be implementing NI-SCOPs in the 2 PPI landscapes in Sabah.

At the state level, the Sabah state government is aiming to achieve state-wide sustainable palm oil production through the implementation of Sabah Jurisdictional Certified Sustainable Palm Oil (JCSPO), based on the Roundtable on Sustainable Palm Oil Jurisdictional Approach (RSPO JA) – Certified Sustainable Palm Oil, as well as through MSPO certification. Implementation of the JCSPO will be led by the Sabah JCSPO Secretariat under the umbrella of Jurisdictional Certification Steering Committee (JCSC), a multi-stakeholder coalition comprised of Sabah state agencies, civil society organizations and private sector companies. Implementation of MSPO is led by the MPOB and Malaysian Palm Oil Certification Council (MPOCC), working together with the Sabah Department of Agriculture.

IDH intends to work closely with the JCSPO Secretariat to align PPI Compacts as mini-jurisdictional units, functioning as a key component of jurisdictional governance to pilot governance approaches for future scaling efforts by the JCSPO Secretariat.

IDH, along with its partners, has prioritized Kinabatangan and Kunak (represented as landscapes) for its intervention, due to competitive advantages for setting up a comprehensive and sustainable vision for palm oil production. Each of these landscapes have important characteristics relevant for IDH strategy:

a) Kinabatangan, a district in eastern Sabah, is characterized by the fertile grounds of the Kinabatangan watershed and floodplains, and covers over 23% of Sabah's total land area. Approximately 150km of the total 560 km of the Kinabatangan River length transverses the district, and it is well-known for its unique wildlife endemic to diminishing habitats such as the freshwater swamp forests, oxbow lakes, and brackish mangrove systems which form the irreplaceable corridor that connects the upland forests with those of NE Sabah and a necessity for long term viability of elephants in the state - hence marking the district as an area of conservation significance. Consequently, the district is of socio-economic importance by sustaining livelihoods of a varied demographic, consisting mainly of the indigenous Orang Sungai, Dusun-Kadazan, Chinese and Malay. The main sources of income and employment is predominantly from oil palm, as well as eco-tourism with cultural importance attributed to the unique heritage, lifestyles, and indigenous settlements. A 5% increase in smallholder productivity could earn smallholders and the state economy nearly RM25 million per year, playing an important role in contributing to the state's GDP. It is therefore crucial that the increasingly important sustainability requirement of global demand is met by a transition to sustainable production, and the establishment of the PPI compact in Kinabatangan will help support the livelihoods of smallholders in the area, whilst still creating strong opportunities to protect the district's natural resources.

b) Kunak, a district southern Sabah, is characterised by its limestone landscapes and an abundance of forest reserves, which make up a total of 65,901.74 ha (about 58% of total district land area) and are managed by the Sabah Forestry Department. The forest reserves are classified either as Class I, Protection Forest Reserve or as Virgin Jungle Reserves so as to conserve the watershed to protect natural resources such as biodiversity, wildlife habitat, and forest carbon stocks and the long-term viability of wildlife populations of Kunak and Tawau districts. Kunak is a key agricultural district with great potential for oil palm and cacao, with a shift in preference for the former in recent times. Approximately 65% of oil palm planted in the district is operated by large companies with the remaining 35% being privately owned or smallholdings. Given the large proportion of oil palm smallholdings, the establishment of the PPI compact in Kunak will help support the livelihoods of smallholders tremendously in the area, whilst still creating strong opportunities to protect the district's natural resources.

IDH is fully committed to jump start the landscape development approach in the two landscapes, bringing national and international investment to the landscape, co-fund field projects and create innovative financial solutions to incentivize farmers to conserve the forest and other ecosystems through suitable management and protection measures. With this first intervention in these selected areas, IDH is setting up the enabling environment to expand projects and activities in later phases of PPI compact development in the two landscapes.

3. Objectives

IDH aims to select a consultant or consultancy company to carry out the following assignment. The overall objective of this assignment is to design and conduct a baseline study to support IDH in the development of a PPI Compact in each of the two landscapes. The study should take into account the NI-SCOPs methodology, IDH's Result Management Framework and related Key Performance Indicators (KPIs).

A PPI compact is an agreement between public, private and civil society, and community stakeholders to enhance the sustainability and productivity of productive land and secure community livelihoods in exchange for forest and more broadly natural resources protection. It aims to create a strong link between natural resources protection and sustainable productive activities in such a way that agricultural production becomes in an activity that actively contributes to the protection of natural resources and community livelihoods but also becoming investable. These compacts are based on participatory land use planning and management, whereby land for production, livelihoods and protection is clearly identified, and their related uses are agreed upon by the landscape stakeholders and recognized by local and national government as part of their commitments to the SDGs. They include time bound

targets for each of the PPI components, a plan of action, clear definition of roles & responsibilities, a budget for mechanism, and governance system (as described in Annex 1).

Expected deliverables and timelines*

#	Deliverables	Timelines
1.	Final Draft of the landscapes baseline study and results-sharing presentation (According to Annex 1)*	Within 60 days of the starting date (targeted 26th February 2022)
2.	Final Version of the landscapes baseline study (According to Annex 1)*	Within 75 days of the starting date (targeted 13th March 2022)

*Specific deliverables for the baseline study include:

1. Survey inception report with final methodology and tools
2. Raw data from quantitative and qualitative data collection
3. Draft study report
4. Final study report

4. Procedure

Procedure

The procedure will be as follows:

- Publishing the tender inviting consultancy companies/organizations to submit a full proposal based on the ToR.
- Evaluation of the proposals by an evaluation committee. The evaluation committee will evaluate the proposals on the basis of the exclusion, selection and award criteria as published in these Terms of Reference.
- Potential candidate might be required to revise the Proposal before decision on selection of consultant is made.
- Decision on selection of consultant.
- Inception meeting with the selected consultant.

Tender process	Timeline
Terms of Reference published	1 December 2021
Deadline for submission of proposals	14 December 2021
Awarding of contract to successful consultant	Within 2 weeks after the deadline for submission

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 5 of this document can lead to exclusion from further participation in the tender procedure. This is also the case when minimum requirements listed in this ToR are not met.
- If the proposal is complete, the selection committee will evaluate the proposal based on the criteria as mentioned in Section 5.
- The assignment will be awarded to the consultant with the most economically advantageous tender. This is determined based on the evaluation criteria price and quality.
- IDH will reject the proposal if any illegal or corrupt practices have taken place in connection with the award or the tender procedure.

5. Proposal Guidelines and Selection Criteria

The proposal should be based on **Annex 1 – Proposal for baseline study for PPI compact development** attached to this ToR. The proposal should have a succinct and well-documented approach on how to develop each of the steps mentioned in the Objectives section in order to build the PPI Compact in the landscapes. Additionally, the proposal must provide the following:

1. Description of the consultancy company/organization and statement of experience related to the creation of coalitions and participatory agreements at regional level with different stakeholders. The consultant is requested to list the most relevant references, to maximum of 10 in total (for all team members together). The reference text shall not be longer than 0.5 page in Word or 1 slide in Power Point.
2. A succinct, well-documented approach and methodology demonstrating how the consultant(s) intends to conduct the assignment, along with likely sources of data. This part of the proposal shall not be longer than 10 pages in Word or 10 slides in Power Point.
3. Proposed workplan and timeline for the baseline study
    a. The proposed workplan and timeline for the baseline study is expected to include the following in detail:
        i. Baseline methodology, data sets and survey design including justification for the sampling strategy chosen. The baseline methodology detail how existing data provided by IDH, and secondary sources will be incorporated and compared as part of the baseline study;
        ii. Nature and types of data collection instruments and tools which will be used.
        iii. Demonstration of the approach replicability for midline and end-line data assessment.
        iv. Indicative detailed work plan for the field work.
        v. Methodology/processes for community engagement

   b. Demonstrates the approach to the engagement (i.e., focus group, face-to-face interviews) with the stakeholders prior to and after the data gathering
   c. Including examples of similar assignments that have been carried out in the past
4. Any other issues/areas deemed important/crucial.
5. Detailed financial proposal for the activities that will be carried out to achieve the deliverables, inclusion of a budget (in Euro) with a detailed cost break-down of:
   a. Hourly rates and total time specified for each expert and man days/rate per consultant
6. Clear description of the project team, relevant experience of team members and time allocation per team member (including resumes) and person-days of the field supervisors and enumerators including their roles and responsibilities. The proposed team should have the technical capacity to perform the tasks outlined in these Terms of Reference, including:
   a. Demonstrated experience in agricultural, climate, ecological, natural capital, and socio-economic baseline data gathering in Sabah.
   b. Solid experience working in Sabah on similar assignments.
   c. Experience in quantitative and qualitative data gathering.
   d. Experience in reconciliation of geo information
7. Statement on Grounds for exclusion (see Section 6 below)

Administrative:

8. Completed detail request form (Annex 2)
9. Copy of most recent (audited) financial accounts
10. Statement of acceptance draft contract (Annex 5)

The proposal must be submitted to Allie Subramanian at subramanian@idhtrade.org before **Tuesday, 14 December 2021 at 6pm GMT+8**.

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 consultant can demonstrate compliance with the requirements.

Step 1 – Criterion Quality

Evaluation scores will be awarded for each of the components. The evaluation committee will score each component unanimously.

The proposal will be assessed based on the following selection criteria:

Component		Criteria	Max. Grading
1	**Proposal overall**	The extent to which the proposal meets the requirements set out in Section 5 above and throughout this document, and meets the required deliverables.	**5**

2	**Baseline Study**	The extent to which the consultant demonstrates that the processes outlined in Annex 1 will be followed and IDH is adequately consulted for input. The extent to which it is clear what is required of IDH in terms of human resources, digital assets, and other input to deliver the project without being too onerous on our staff.	**5**
3	**Track record**	The extent to which the consultant presents the required level of expertise and knowledge to fulfil the requirements both at team member and company level. To extent to which the consultant gives a clear description of the project team, relevant (delivering similar projects) experience of team members and time allocation per team member.	**5**

The evaluation committee will unanimously score each component by assigning scores from 1 to 5, with 5 representing optimal performance on the component and 1 representing extremely poor performance on the respective component.

Step 2 – Criterion price

A combined price in Euros (ex VAT) is to be presented. This is to be broken down by team member rate and hours.

The criterion of assessment is "the best price for the proposed level of quality" with a maximum grading of 5.

Step 3 – Weighting

The final score will be weighted 60% on Quality and 40% on Price.

If scores of consultants are equal, priority will be based on the total scores that were given for the Criterion Quality. The assignment will be awarded to the consultant 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 consultant it intends to award the assignment, a written notification thereof is sent to all consultants participating in the tender procedure.

The consultant is contracted via a letter of assignment, following IDH's template (Annex 3).

6. Testing and weighing

The assignment will be awarded to the consultant with the most economically advantageous tender. The most economically advantageous tender is determined on the basis of the evaluation criteria of price and quality.

Grounds for exclusion

Tenderers shall be excluded from participation in a procurement procedure if:

- 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;
- 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.
- They have been guilty of grave professional misconduct proven by any means which the IDH can justify;
- 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;
- They or persons having powers of representation, decision making of 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, where such illegal activity is detrimental to the MFA's financial interests.
- Tenderers must confirm in writing that they are not in one of the situations as listed above.

Tenderers 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).

Consultant/Consultancy profile

The consultant firm should have:

- At least 5 years of prior experience in designing baseline studies consulting different actors (farmer associations, companies, governmental authorities, civil society organizations, etc.) as a main tool for the data collection & analysis and design of suitable monitoring and evaluation criteria.

- Experience of working in the commodities sector in Sabah (particularly palm oil) will be an added advantage.
- Sound understanding of sustainable agriculture and commodity production, biodiversity conservation and rural development.

The consultant team must consist of at least the followings:

- The team leader must have expert knowledge of palm oil and its value chains.
- Team members should have the ability to analyze, structure and communicate findings in an executive style.
- Excellent command of English.

7. Communication and Confidentiality

The Tenderer will ensure that all its contacts with IDH, with regards to the Tender, during the tender procedure take place exclusively in writing by e-mail to subramanian@idhtrade.org or ganesh@idhtrade.org. The Tenderer is thus explicitly prohibited, to prevent discrimination of the other Tenderers 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 with confidentiality. The Tenderer will also impose a duty of confidentiality on any parties that it engages. Any breach of the duty of confidentiality by the Tenderer or its engaged third parties will give IDH grounds for exclusion of the Tenderer, without requiring any prior written or verbal warning.

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

8. Disclaimer

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

Participants in the tender procedure cannot claim compensation from IDH, any affiliated persons or entities, in any way, in case any of the afore-mentioned situations occur.

By handing in a proposal, participants accept all terms and reservations made in this ToR, and subsequent information and documentation in this tender procedure.

Contact information

Name :Allie Subramanian
Position :Deputy Country Manager
Email :subramanian@idhtrade.org

Name :Vinita Ganesh
Position :Program Officer
Email :ganesh@idhtrade.org

9. Annexes

Annex 1: Proposal for baseline study for PPI compact development
Annex 2: Detail request form
Annex 3: Draft Letter of Assignment
Annex 4: IDH General Terms and Conditions for Services
Annex 5: Statement of acceptance draft contract
Annex 6: ToR Budget format

Annex 1–Proposal for baseline study for PPI compact development

From:
To:
Re: Baseline study to support the development of 2 PPI Compacts in Sabah

Budget Requested: EUR

Date of submission:

Proposed start date:

Duration (estimated):

Project Contacts:

Principal Finance Contacts:

Person Authorized to sign Grant Agreement Letter:

Organization Address:

Proponent:

Key partners:

Please include these key details in the email with the proposal submission.

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1. Introduction

Please describe the landscape (district/sub-district) characteristics (geography, population, economic activities, main supply chains, commodity production, historic deforestation rates and challenges, what has been done so far to decrease deforestation, success / failures cases, historic climate data, mitigation and adaptation programmes and activities and other relevant information).

2. Organization's Background and Potential Partners

Please describe the background information of the organisation and key partners (if any) that will support the development of this proposal to build a Compact.

3. Baseline Study

Describe the landscape (district/sub-district) and how the boundaries were identified (note: boundaries could be defined by ecological features, such as a watershed, or jurisdictional boundaries, just as district borders).

Carry out an in-depth analysis of the landscape (district/sub-district) features e.g.:

- *Opportunity to develop a landscape level governance system linking back to the JCSPO: mapping and initial analysis of the key stakeholders, identification of possible conveners, possible roles & responsibilities, etc.*
- *Environmental issues (e.g., deforestation, water pollution, etc) and its drivers (e.g. agricultural or extractive activities)*
- *Analysis of production-related issues (current practices, how they influence the state of natural resources, smallholders, etc)*
- *Existing targets adopted by public authorities to address the issue, e.g. Landscape (district/sub-district) could be part of a state-level plans, which can influence the high-level vision and strategy for the landscape (district/sub-district)*
- *What is the business case for action (e.g. could be coming from a link to global supply chains)*
- *How would can activities developed in these landscapes deliver on NI-SCOPs KPIs? How can they deliver on IDH KPIs?*
- *Identification of enablers and activities to potentially develop the PPI into a VSA for SourceUp*
- *Each issue mentioned above should be supported in depth by a GIS analysis that make visible problems and challenges of the landscape (district/sub-district)*

Baseline survey & methodology: It is possible for this component of the assignment to be outsourced or conducted by a partner. Please indicate in the proposal how the baseline survey will be conducted and describe the following components:

1. *A desk study will be conducted to inform the development of the baseline survey, During the desk review, the consultant will be expected to review project document and existing data (supplied by IDH) and review secondary sources and relevant data set. Where possible the consultant will be expected to use and build on existing data from partners (for example, mapping component data).*
2. *Quantitative data gathering will be undertaken by implementing a survey using face-to-face interviews and focus group discussions. Smallholders are to be drawn from the 2 districts (2 PPI Compacts) of Kinabatangan and Kunak, with a possibility of extending to other districts. There is no known sampling frame for relevant smallholders. In the proposal, the consultant will be expected to provide in the methodology a sampling approach for the survey, aligned to NI-SCOPs*

National Research Partner (NRP) and IDH guidelines. Baseline data collection will be repeated for mid-term and end-line evaluation. The baseline study methodology is expected to be replicable.

3. *Qualitative data gathering will be performed through focus group discussions and in-depth interviews, aligned to NRP and IDH guidelines.*
4. *Methodology and questionnaire developed should adhere to the performance standards/ protocols for relevant assessments i.e. IFC Performance Standards for sustainable agricultural production, aligned to IDH's recommended definitions and to the methodology proposed by the NRP.*
5. *Ensure that data collected is disaggregated according to the parameters laid out in the table below, in addition to gender and other suitable dimensions to be recommended by the consultant. Data output is to be produced in a form that is suitable to be monitored periodically*
6. *Where indicated*, consultant will be aware of the ongoing work with other IDH partners in obtaining and analysing data and shall be aligning the methodology according to the framework established or provide recommendations.*

Key indicators that the baseline study is likely to address include:

Components	Type	Indicator
Production	Area of cropland covered by PPI governance	Number of hectares of farms or production areas targeted by the PPI governance plans
	Area of cropland and other non-timber commodity production under sustainable (intensification) production and management practices	Number of hectares of farms or production areas where sustainable production / rehabilitation / sustainable intensification is happening Includes: Sustainable agricultural production, sustainable land (use) management Excludes: Agroforestry or other mixed-production systems that include tree species Emphasis on non-forested, non-wooded agricultural land. **Shapefile provided by the IDH partner are to be assessed for how much of the area covered by the shapefile is actually non-forested, non-wooded cropland area (excluding anthropogenic elements)*
	Yield of agricultural commodity	i.e. for Oil Palm: Yield of fresh fruit bunches (FFB) per hectare (metric tonnes/ ha) of smallholdings Baseline/Disaggregated data required: - Number of hectares of land size per farmer (planted and owned) - Year of planting - FFB output (metric tonnes) Applicable to all other agricultural commodities/crops grown
	Number of licensed/certified farmers or farmer compliant to the quality or	Number of farmers/smallholdings - Licensed (MPOB) and/or Certified (RSPO and MSPO)

	sustainability standards of off-takers	- Adopting sustainable production and land-use management practices (including regenerative agriculture practices) Baseline/Disaggregated data required: - Data on climate hazards faced by smallholders (historical climate data and impact on oil palm productivity, future climate change scenario) - Assessment of adaptation capacities (socio-economic profile, human capital profile, ecosystem profile/ physical capital) - Adoption status of mitigation and adaptation strategies
	Adoption rate of sustainable manufacturing, production, and land-use management practices	
Protection	Area of soil under restoration and rehabilitation practices (on site)	Number of hectares of agricultural land restored and rehabilitated (increase in soil organic carbon/ reduced agrochemical use) **Aligned with IDH internal guidance to measure SOC*
	Number of hectares of forest/watersheds covered by PPI governance	Number of hectares of forest and/or watersheds targeted by the PPI governance plans.
	Area of forest(ed) land under sustainable (agro) forest management or other improved conservation or protection practices	Number of hectares of farms or production areas under direct influence of the intervention/project co-financed by IDH (field-level sustainability projects) Number of hectares of area (adjusted for forest condition; inclusive of regenerative agriculture land) outside the direct influence of the intervention/project co-financed by IDH, but under the influence of the protection practices supported by IDH (PPI business model, multi-stakeholder coalitions)
	Deforestation-free commodities on smallholdings monitoring system	Development of a deforestation-free commodity on smallholdings monitoring system. **Dataset and ground truthing will be provided by IDH mapping partner; data requirement, analysis and recommendations for system design will be provided by the consultant.*
Inclusion	Number of farming households with increased net income	-Number of farming households with increased net income - Percentage points of increased net income Adjusted when possible as per the consumer price index
	Number of farmers with increased number of crops (including those inter-	Number and type of crops grown by the household and cropped land.

	cropped with focus crop) cultivated by the farmer	Disaggregated data required: - crops annually cultivates, including intercropped with focus crop - net cropped area per type of crop - end-use of crops (self-consumption, cash crop, fodder) - average yield (kg/ha) This indicator aims to track changes on the diversification in terms of crops cultivated.

	Number of farmers with increased number of animal products (meat, dairy, wool, honey, etc) produced on farm for sale or for consumption	Number of farmers with increased number of animal products
		
		Disaggregated data required:
		- On-farm production:
		  ○ Cattle farming
		  ○ Poultry farming:
		  ○ Beekeeping
		- Level of production (to aggregate at annual level but to capture in the survey by relevant reference to each product)
		This indicator refers to the different types of animal husbandry, including breeding, farming, and care of farm animals and the production of related animal products, such as meat, dairy, wool, honey, eggs, milk, etc. produced on farm for sale or consumption.

	Number of farmers who gained access to financial services	Unique number of farmers and workers who have gained access to finance as a result of activities co-financed by IDH. Disaggregated data required, farmers and workers who: -Gained access to new sources of finance - Gained access to increased amounts of finance - Gained access to finance under improved conditions Affordable finance directly provided by an SME, factory, aggregators who function as the implementing partners in the project activities and directly enable the delivery of financial services to the farmers or workers.
	Number of farmers and workers trained	Unique number of farmers and workers with access to trainings that are co-financed by IDH

Complementary information:

- *Initial mapping of the stakeholders should also be considered as an activity under this step.*

Expected Result:

- *Diagnosis of the landscape (district/sub-district)with details on the productive, social and environmental characteristics, partners involved and necessary investments required.*
- *Identification of opportunities within the landscape to deliver NI-SCOPs KPIs and IDH KPIs.*

4. Key Project Staff

Please describe the personnel that will be directly involved to develop the proposal, including additional resources – technical advisors, consultants, other partners' personnel, etc.

5. Timetable of activities and 6. Budget (Annex 6)

The Project will be developed over x months, starting with signing of the contract with IDH, in line with the timeline presented below…

Please use TOR Budget Template file and include it here

Annex 2 – Detail request form

IDH detail request form

Annex 3 – Draft Letter of Assignment

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

LETTER OF ASSIGNMENT
("AGREEMENT")

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

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

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

HEREBY AGREE AS FOLLOWS:

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

Scope of Services

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

   This will result in the following deliverables:
   I. example
   II. example
   III. example

4. The Services by the Consultant will be completed before date.

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

6. In reference to and in addition to article 12.1 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.

Payment

7. For the satisfactory completion of the Services in compliance with the Proposal, the Consultant is entitled to a payment of EUR [amount] (including VAT and all applicable other taxes), based on consultancy fees calculated in the budget.

8. If IDH and the Consultant agree that additional time is needed to complete the Services, Parties will confirm their agreement to the amount of additional time needed in an addendum to this Agreement. The Parties agree that the rates used in calculating the cost of such agreed additional time spent by the Consultant on the Services will be in accordance with the rates set out in the Proposal.

9. The Consultant will invoice the amount due in two equal parts: the first invoice (which includes an advance payment for any expenses included in the Proposal) may be sent after signing of this Agreement, the second invoice can be sent after IDH's written approval of satisfactory completion of Services. The second invoice should include a settlement of the actual expenses made: in the event the Consultant spends less than the expenses budgeted in the Proposal, the actual costs shall be settled accordingly with the final invoice. The invoices shall make specific reference to the contract number [Salesforce number] and be sent by email to: 'invoice@idhtrade.org'.

10. Any expenses made within the scope of this assignment shall only be reimbursed against original receipts, to be provided to IDH by the Consultant together with the final invoice. Any additional expenses not contained in the Proposal must be approved by IDH in writing, prior to making the expenses.

11. All funds provided by IDH will be transferred and disbursed to the Consultant at the following bank account:

Bank Name:	Name bank + country
Account Name:	•

Account Number: •
Routing/ABA Number: •
SWIFT Code: •

Intellectual Property

12. The Consultant acknowledges that IDH is and maintains to be the owner of all intellectual property arising from the performance of this Agreement, including but not limited to copyrights, database rights, trademarks, patents and know how (the "**Arising Intellectual Property**").

13. Any Arising Intellectual Property vested in the Consultant is hereby transferred, assigned and delivered to IDH (in advance), including the right to publicly communicate about the Project. The aforementioned transfer, assignment and delivery is hereby accepted by the Consultant and IDH (in advance).

Duration

14. The Agreement will be effective as from date and shall terminate automatically on date, unless extended by the Parties in writing.

15. Any Party may exit the Agreement before the end of the term of the Agreement, subject to 30 days written notice.

16. In reference to article 24.2 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 IDHs 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.

17. The rights and obligations of the Parties which by nature are meant to survive this termination, shall not terminate on this date.

SIGNATURE PAGE FOLLOWS

SIGNED BY THE PARTIES FOR AGREEMENT:

For IDH

Name Mr. Daan Wensing
Position: CEO

Date:_____

For the Consultant

Name:
Position:

Date:_____

Attached to and integral part of this Agreement are:

Annex 1: IDH General Terms and Conditions for Services
Annex 2: insert name Proposal

Annex 4 – IDH General Terms and Conditions for Services

IDH General Terms and Conditions for Services

Annex 5 – Statement of acceptance draft contract

Statement of acceptance draft contract

By signing this statement of acceptance, the service provider accepts the IDH general terms and conditions for service and the general provisions of the draft letter of assignment.

Name service provider:	
Name signatory:	
Position:	
Date:	
Signature: *Signed by a person with authority to represent the enterprise as appears from the Dutch Trade Register (handelsregister) or a comparable trade register in the enterprise's country of registration.*	

Annex 6 – ToR Budget Format

Budget format LoA			
(Break down based on deliverables / ToR)			
DESCRIPTION	**UNIT**		**PRICE**
Staff expenditure	**quantity**	**hours**	**tarif**
Trainer	x	x	
Speaker			
Interviewers			
……..			
Location expenditure			
Rent Location			
Catering			
……..			
……..			
Travel Expenditures			
Actuals to be reimbursed upon receipt	x	x	
OTHER (based on ToR)			
…….			
……..			
TOTAL COSTS			