



## **Terms of Reference**

# **Evaluation of Supply Chain Commitments on Living Wages in Bananas**

(Version 13/01/22)

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## 1. Introduction

IDH, The Sustainable Trade Initiative (hereafter “IDH”) is a leading organization that works with the private sector, governments, and civil society organizations, to support sustainable and inclusive agricultural production at scale in global agricultural supply chains. IDH accelerates and upscales sustainable trade by building impact-oriented coalitions of front running companies, civil society, governments, knowledge institutions, and other stakeholders in several commodity sectors. IDH convenes 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. Headquartered in the Netherlands and funded by multiple European governments and private philanthropic donors, including institutional donors like BUZA and SECO, IDH works in partnerships with over 600 private sector companies, including global brands and retailers, in over 50 countries.

IDH focuses on three key impact areas: Better Jobs, Better Incomes and Better Environment, with gender crosscutting these impact areas. As part of the Better Jobs impact area, IDH developed the [Roadmap on Living Wages](#) (the “Roadmap”) to provide clear steps and tools that support companies in their living wage journeys, including measuring and closing living wage gaps.

With these Terms of Reference (“ToR”), IDH aims to select a consultant to conduct an evaluation of the support the organization provides to European retailers and their supply chain partners in their commitments to living wages in bananas.

## 2. Background information

### 2.1. Summary table with key information

<b>Program name</b>	Evaluation of Supply Chain Commitments on Living Wages in Bananas
<b>Program start and end dates</b>	2019 to 2027 and ahead
<b>Program location</b>	Markets: Belgium, Germany, the Netherlands, United Kingdom. Production origins: Belize, Colombia, Costa Rica, Dominican Republic, Ecuador, Panama, Peru, Côte d’Ivoire.
<b>Program objectives</b>	Support retailers and their banana supply chain partners in developing pre-competitive commitments and implementing aligned data-driven approaches and tools to measure remuneration and living wage gaps. Gradually close living wage gaps for workers in banana supply chains.

	Advance efforts on living wages in bananas from commitments to action.
<b>Target beneficiaries</b>	<ul style="list-style-type: none"> <li>Workers and their families in key banana origins.</li> <li>Supply chain partners in bananas.</li> <li>Other stakeholder groups that can support living wage efforts.</li> </ul>
<b>Themes / sector</b>	Living wages / bananas

## 2.2. General overview and context

IDH is structured into Business Units (BUs) according to sector of work. Among the BUs of IDH, three include living wage as part of their scope of work: Food Crops & Ingredients (FC&I), Agri-commodities, and Textile & Manufacturing. Figure 1 below illustrates the IDH structure related to the work on living wage. The [Roadmap](#) was created to provide practical steps and tools as well as alignment for stakeholders.

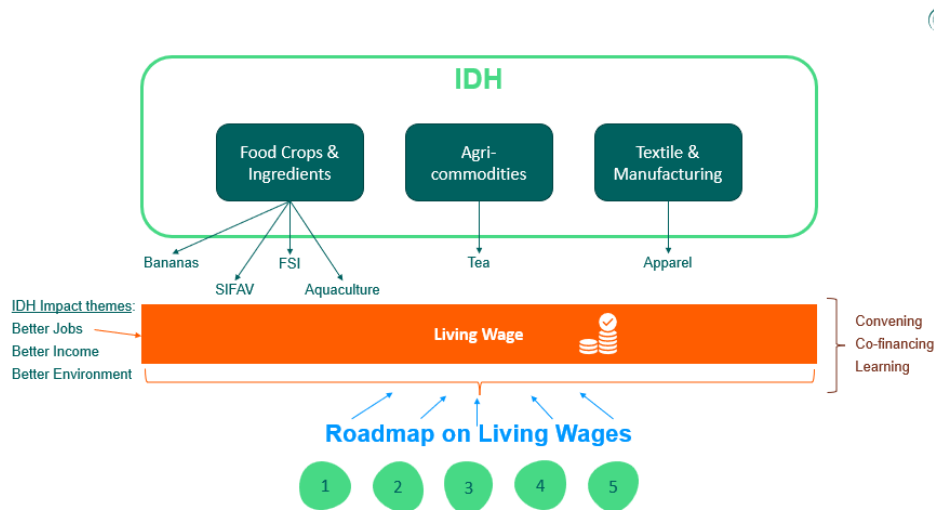


Figure 1: Diagram of IDH structure for the Roadmap on Living Wages

Living wages emerged as one of the key sustainability topics in the [Sustainability Initiative Fruit and Vegetables](#) (SIFAV) since its launch in 2012. SIFAV is a sector initiative aimed at driving sustainability within global supply chains, with a focus on reducing the environmental footprint, improving working conditions, wages and incomes, and strengthening due diligence reporting and transparency. At that time, the key challenge was the lack of consensus on the definition of living wage. Indeed, many different (and divergent) definitions of what a living wage includes were used by civil society organizations, sustainability standards and other stakeholders. This created confusion among farms owners, producers, suppliers and retailers. Therefore, the need for a common and organized approach to define the concept in detail was expressed.

In 2015, ISEAL, as the secretariat of the Global Living Wage Coalition, presented [the new living wage definition](#) to the SIFAV General Assembly and this stimulated and convinced leading private partners to

work with it and to test it in their supply chains. As a result, two projects were put forward by SIFAV members and after discussing the ideas and the project approaches, IDH decided to co-fund a pilot project in the banana sector in Costa Rica and Belize in 2017, in partnership with SIFAV members and Rainforest Alliance. This project generated a tool to support the measurement of remuneration on living wage gaps that is now known as the [Salary Matrix](#).

These experiences and the trajectory on living wages during the last ten year, led to the creation of the [Roadmap](#) which aims to drive alignment on this critical topic and bring a broad group of stakeholders together. The Roadmap has 5 steps as detailed below:

1. Align on credible benchmarks - setting criteria for recognizing methodologies that generate living wage benchmarks to advise companies on which ones they could use.
2. Measure current wages in a way that can be compared with living wage ([Salary Matrix](#)).
3. Trust but verify – auditing the measuring of living wage gaps as per the first two points (includes standards and certifications who conduct audits on living wage requirements).
4. Take action on closing living wage gaps – through projects with supply chain partners to explore different ways [of closing gaps](#).
5. Share learnings with others who want to advance on their living wage journeys and close living wage gaps.

A [governance structured](#) was launched to support the Roadmap, with a [Steering Committee](#), a [Technical Advisory Group](#) and a [Stakeholders Committee](#). Since the launch of the Roadmap, IDH has been supporting companies implement the 5 steps by developing practical tools under each one.

## 2.3 Intervention logic and theory of change

### 2.3.1. Intervention Logic

It is the vision of IDH for the private sector to contribute to the Sustainable Development Goals and the targets set in the Paris Climate Agreement on basis of inclusive and sustainable trade. It is the mission of IDH to drive systemic sector transformation towards Better Jobs, Better Incomes and a Better Environment. We do this by improving sector governance, business practices and implementing field level innovation projects by bringing all parties to the table, designing a fertile collaboration between market, state and civil society, to enhance the appetite of the private sector to invest, adjust its way of conducting business and bring improved practices to scale.

IDH contributes to Better Jobs through multistakeholder initiatives aimed at securing more remuneration for permanent and temporary farm workers (women and men), achieving a decent standard of living for the workers while ensuring the long-term sustainability of priority sectors, and by securing a safe and healthy working place, with good mechanisms to identify and solve identified issues like gender inequality or child labor, while fostering the overall creation of more jobs that meet the criteria above.

By working on improving sectorial governance and business practices that lead to field level sustainability, we seek to identify and implement value chain solutions for better jobs. More specifically, IDH facilitates improved sectorial governance by convening multi-stakeholder coalitions that adopt data-driven, continuous improvement approaches towards better working conditions, including living wages. There is a growing interest from companies wanting to work towards living wages. However, lack of data clarity

on potential gaps is hindering them from taking action. IDH's data-driven approach and accompanying tools, like the Salary Matrix, provides them with a starting point to build upon to find solutions. Furthermore, IDH engages with companies, frontrunners, that adopt such data-driven approaches and a selected set of benchmarked social standards with the aim of improving verified conditions along their supply chains.

Within this scope, the ultimate goal in the banana sector is to close living wage gaps of banana workers in top exporting regions. To achieve this goal, IDH convenes European retailers and their supply chain partners so they reach pre-competitive commitments whereby they target to increase the availability of bananas produced by workers paid a living wage.

IDH's convening work consists in advocating for private sector entities to play a role in closing the living wage gap of banana producers and to offer technical solutions to achieve this ultimate goal. The Roadmap provides the approach and technical tools to support their living wage journey once pre-competitive commitments have been agreed by private sector partners.

### 2.3.2. Sector-level progress achieved in the banana sector

The work of IDH and key partners in each market has led to the recognition by convened private sector partners that they can and should play an important role in increasing the availability of bananas produced by workers paid a living wage. As a result, European retailers and their supply chain partners signed pre-competitive commitments towards living wages whereby private sector parties strive to increase the availability of bananas produced by workers who earn a living wage, for their volume share.

In October 2019, Dutch retailers joined forces to work together on measuring gaps in their supply chain and find solutions to close banana producers' living wage gap by 75% by 2025. This, for 100% of the market volume of each participant of the entire fresh banana assortment sold in the Dutch market. Dutch retailers bound by this commitment are: Albert Heijn, Boni, Boon, Coop, Dirk, Hoogvliet, Jan Linders, Jumbo, Nettorama, Plus, Poiesz, Sligro, Spar, Superunie, Vomar, and the Dutch Food Retail Association (CBL).

As part of their commitment, private sector parties agreed to the following, utilizing the approach and tools of the Roadmap described in Section 2.2:

- in the first phase (2019 until 2020) the private sector parties involved shall provide insight into the gap between the currently paid wages and the living wage (for 100% of the market volume of the entire banana assortment<sup>3</sup>) throughout their entire production or supply chain.
- from 2021 onwards, the private sector parties involved are aiming for a gradual reduction of the living wage gap by at least 10% per year (for 100% of the market volume of the entire banana assortment).
- by 2025, the private sector parties involved will strive to have reduced the living wage gap by at least 75% (for 100% of the market volume of the entire banana assortment).

### 2.3.3. Further sector-level progress achieved in the banana sector

In 2021, IDH developed a close partnership with GIZ to support the measurement of living wage gaps in the supply chain of German retailers sourcing from Ecuador, who had also signed a similar commitment in 2020. The target is that by 2023, at least 7% of the members' total banana volumes for the German market are sourced as living wage bananas from Ecuador. By 2025, each member aims at sourcing at least

50% of each member's total banana volumes for the German market as living wage banana; of the volumes sourced from Ecuador at least 90% shall be sourced as living wage banana by 2025.

In 2022, IDH moved ahead convening UK and Belgian retailers to launch similar commitments. During the Summit on Living Wage organized by IDH in Brussels in December 2022, Belgian retailers signed a [commitment](#) to close the living wage gap of producers in their banana supply chain by the end of 2027. UK Retailers' Commitment is due to be launched in early 2023.

#### 2.3.4. Field-level progress achieved in living wages in the banana sector

In line with its vision and mission, IDH, together with private sector partners, co-finances field-level projects aimed at finding solutions to close living wage gaps in the banana sector using a data driven approach based on the Roadmap introduced in Section 2.2. and with the Salary Matrix as a key tool.

The IDH Salary Matrix is a tool that helps calculate living wage gaps. By comparing the total remuneration of banana producers to the relevant living wage benchmarks in their region, the tool supports supply chain efforts on wage transparency and shared responsibility for addressing living wage gaps. Once the living wage in each region has been identified (step 1 of the Roadmap), living wage gaps been measured (step 2 of the Roadmap), and data been verified (step 3 of the Roadmap), IDH, together with private sector partners, co-finances field-level projects aimed at finding solutions to close living wage gaps (step 4 of the Roadmap). In this sense, data collected through the Salary Matrix is to allow assessing baseline and endline status of banana workers' wages.

Currently, IDH is co-financing two field projects, one implemented by Banana Link in Cote d'Ivoire and the second implemented by Fyffes and Rainforest Alliance in Costa Rica, Belize and Colombia.

Banana Link's project is aimed at empowering women and men employed in the Ivorian banana industry's biggest producing and exporting companies (field and packhouse workers as well as administration staff) to be able to bargain for living remuneration (living wages and allowances that cover real needs) and therefore move towards a decent standard of living for all Ivorian banana workers by 2025. Working with a platform of trade unions in Côte d'Ivoire, Banana Link is implementing a series of training workshops for women and men workers. This training is also designed to prepare men and women worker representatives to take part in a joint action-research process deploying the Salary Matrix in the banana companies involved. The action-research includes the generation of gender-disaggregated data on remuneration to better understand any gender pay gaps.

The Fyffes/Rainforest Alliance's project is undertaking an analysis of the different roots causes of living wage gaps, ways to close them and related challenges. The analysis is intended to support the partners' strategy to define practical solutions to close gaps in the nominated farms in the scope of this project that will lead to improved worker consultation and impacts on wages based on available documentation review, consultation, and synthesis of implementable solutions. This will provide a better understanding of solutions to close the living wage gap in different situations in terms of the size of the gap but also supply chain setting and country. The information obtained using the IDH [Salary Matrix](#) aggregate report will be used as a basis to discuss potential solutions for closing the gap amongst the various actors of the banana supply chain, such as retailers, traders, producers, and workers.

## 3. Assignment

### 3.1 Purpose of the evaluation

The purpose of this assignment is to develop and implement a methodology to evaluate the support that the Roadmap on Living Wages Program has provided to the banana sector, which can then be replicated in other sectors mentioned in Section 2.2 where IDH applies a similar strategy to help companies advance on living wage gaps in these sectors.

To this intent, this assignment seeks to evaluate observed changes (as observed by the Program Management and detailed Sections 2.3.2., 2.3.3, and 2.3.4. regarding the progress achieved so far at the sector and field level) in the banana trade sector and how they can be attributed to IDH's work towards a sustainable trade sector in line with the objectives described in Section 2.3.1. This is a progress evaluation, and it is expected that a final evaluation will be conducted in 2025/2026 to assess the final impact of IDH's Roadmap in supporting the transformation of the banana trade sector at the international level.

The evaluation should evaluate not only the effectiveness and impact of IDH's activities in transforming the banana trade sector towards a sustainable market, but also the relevance of this work regarding private sector partners' and banana producers' needs, and the sustainability of the results in light of the OECD DAC criteria.

### 3.2. Specific objectives of the evaluation

The specific objectives of the evaluation are as follows:

- Triangulate/validate Program Management assumptions (initial understanding of the needs and original pre-intervention conditions on the topic of living wages in the Dutch, German, Belgian and UK retailers' banana value chain prior to the launch of the Roadmap and its tools, and specifically on the banana sector's efforts on living wages.
- Triangulate/validate Program Management assumptions on the progress made towards transforming business practices aimed at closing living wage gaps in the Dutch, German, Belgian and UK banana value chain against preliminarily defined ex-ante status and in line with Dutch, German, Belgian and UK value chains' commitments where they have been formalized.
- Develop a common approach/methodology that IDH can use moving forward with similar evaluations in other sectors (tea, juice, aquaculture, fruits, vegetables, apparel/textile, and manufacturing).
- Determine the progress made towards the targets set in the different commitments on living wages in the banana sector.
- Assess the effectiveness of the Roadmap and its tools through proof of influencing the network of actors.
- Identify factors that may influence the future success or failure (strengths and pitfalls) as well as any challenges, good practices, or how external factors favor or hinder these efforts.
- Issue recommendations for corrective action where needed.



### 3.2.1. Use and audience of the evaluation

On the accountability side, this evaluation will be used to inform IDH's program management, donors, and private sector stakeholders in the banana sector about the changes (or lack thereof) generated by IDH's convening activities in the banana international trade sector. The evaluation will further be used by the Program Management to learn about what works best, about areas where improvements, adjustments, or corrective actions are required, and to feed all learnings into the design of the Roadmap. Finally, this evaluation should serve as a framework of reference for the evaluation of the living wage activities in other sectors that IDH supports.

### 3.2. Scope of the evaluation

Geographically, this evaluation requires an international approach in consumer markets in the Netherlands, Germany, Belgium and UK. Depending on the methodology used, the evaluation can engage key banana producing groups with operations in Belize, Colombia, Costa Rica, Dominican Republic, Ecuador, Panama and Peru. Timewise, the evaluation will cover the period 2019 – 2022 as it aims to evaluate the achievements made by the Roadmap relative to the not yet documented status of the banana sector prior to the launch of the Roadmap (and its tools).

Stakeholders involved will include IDH staff, organizations involved in the Roadmap and other relevant international organizations; companies involved in the commitments to living wages in bananas along the supply chain (including producers, suppliers/traders and retailers) as well as other key organizations including relevant certification bodies, NGOs and partner organizations like GIZ.

### 3.3. Evaluation Questions

The evaluation focuses on the relevance, effectiveness, impact and sustainability criteria of the OECD DAC evaluation framework. At the level of the Roadmap, the following guiding questions are identified:

#### **Key Evaluation Questions**

- What were the opportunities and challenges faced during the implementation of the Roadmap 's 5 step approach and tools, in the context of the existing banana commitments in the Netherlands and Germany?
- What are the points of strengths and risks of the Roadmap?
- To what extent are the partners in the banana commitments satisfied with the functioning, the progress and the learning of the Roadmap and model of collaboration?
- To what extent banana commitment members perceive a benefit of the output(s) and activities carried out within the commitments?
- What are the opportunities for implementation in the Belgian and UK commitments?

#### **Relevance**

- To what extent did the Roadmap's objectives and tools respond to the needs of companies and partner institutions to advance on their living wage journey in a sector agnostic approach but also specifically in the banana sector?
- What would be the most appropriate KPIs to assess progress overtime against IDH theory of change on living wages across sectors and specifically in the banana sector?

### **Effectiveness & Impact:**

- To what extent did the implementation of sector commitments and the utilization of the IDH approach (the Roadmap and its tools) has enabled progress in the banana sector regarding living wages?
- What elements and external factors have contributed to the progress (or lack thereof) and what have been the most/least crucial for the progress (or lack thereof) of these efforts? Why?
- To what extent has the Roadmap impacted sector growth and led companies to change their perception on living wage?
- To what extent has the Roadmap led to changes in the way companies organize and operate their business when it comes to social sustainability (i.e. in employment remuneration, employees' voice)?
- What are the impacts that have precipitated from the existence of these commitments? (This goes beyond just changes in wage levels, but all impacts and includes intended and unintended impacts.)
- What are the impacts of the (data driven) tools that have been generated and pilot tested (e.g. Salary Matrix)?
- To what extent have companies (producers, suppliers, traders, retailers) changed their business practices as a result of the commitments?
- What could be improved to achieve greater impact?
- Has the work on living wages in bananas that IDH supports been transformative so far? Is it adequality geared towards creating enduring changes in practices and/or systems to support living wages in banana supply chains? What can be improved?
- What would have happened to partners in the sector and what could happen in the future if this support for closing living wages was not implemented?
- What do partner companies in the banana supply chain and other stakeholders (relevant certification schemes, NGOs, and others) affected by the intervention perceive so far to be the effects of this work on themselves?
- Moving ahead, what would be the best way for IDH to measure field level impacts on farms and workers on living wages and gender pay gaps given the limitations of direct field work?

### **Sustainability**

- What is the potential to scale positive impacts? What are the recommendations if there is no/low scalability?

### **3.4. Expected deliverables**

The consultant(s) is expected to provide quality services and deliver:

<b>Deliverable 1</b>	<b>Inception Report</b> , including <ul style="list-style-type: none"><li>• Background and problem analysis.</li><li>• Research design and updated methodology (including detailed outline of the methodology and sampling methodology) after discussion with IDH team.</li><li>• Evaluation matrix</li></ul>
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	<ul style="list-style-type: none"> <li>• Updated workplan and timeline, including all activities required to produce the requested deliverables and information regarding remote and fieldwork logistics.</li> <li>• Data analysis plan.</li> <li>• Outline of the evaluation report.</li> </ul> Supporting documents as annexes: <ul style="list-style-type: none"> <li>• Data collection tools draft (e.g. survey questionnaire, FGD or KII guides) ahead of field work.</li> </ul>
<b>Deliverable 2</b>	<b>Draft evaluation report with preliminary findings</b> Supporting documents as annexes: <ul style="list-style-type: none"> <li>• Data collection tools.</li> <li>• Raw data (databases of survey responses, datasets used for data processing, transcripts of interviews or FGD).</li> <li>• List of stakeholders consulted (i.e., respondents &amp; interviewees)</li> <li>• List of references and data sources.</li> <li>• Data analysis records and rating system.</li> <li>• Validation session on the preliminary findings with IDH and evaluation management teams.</li> </ul>
<b>Deliverable 3</b>	<b>Final evaluation report</b> , including the following annexes: <ul style="list-style-type: none"> <li>• The expected length of the final evaluation report has no page limit, but the executive summary and key recommendations should be a maximum of 5 pages.</li> <li>• The language(s) of the final evaluation report is English.</li> <li>• Updated Annexes and supporting documents included in Deliverable 2.</li> </ul>
<b>Deliverable 4</b>	<b>Learning session</b> with key stakeholders, including <ul style="list-style-type: none"> <li>• A power point presentation of key findings, conclusions, recommendations, and other lessons learned.</li> <li>• Designed one-pager with key results to be shared with outside parties as needed, after approval of content by FC&amp;I senior leadership.</li> </ul>

### 3.5. Evaluation quality

IDH adheres to the evaluation quality criteria of the Department of International Research and Policy Evaluation of the Ministry of Affairs of the Netherlands (IOB)<sup>1</sup>. The evaluation will be reviewed against the 26 criteria. In line with IOB's guidance, when assessing the overall quality of the final evaluation report and the evaluation process, at least 23 of the 26 evaluation criteria must be scored as 'adequate' or 'good' to consider the final report valid and accepted by IDH. In addition, there are 13 knock-out criteria. If an evaluation scores 'inadequate' on one of these 13 criteria, the evaluation should be regarded as inadequate and cannot be accepted by IDH.

<sup>1</sup> IOB. (2022). IOB evaluation quality criteria. Department of International Research and Policy Evaluation of the Ministry of Affairs of the Netherlands (IOB). <https://english.iob-evaluatie.nl/publications/guidelines/2022/04/22/evaluation-quality-criteria>

### 3.6. Approach and methodological requirements

It is expected that the consultant(s) will describe and justify an appropriate evaluation approach/methodology and methods for data collection in the tender in line with requirements described in Section 4.1. Limitations to the chosen approach/methodology and methods shall be made explicit by the consultants and the consequences of these limitations discussed in the tender. The consultant(s) shall, to the extent possible, present mitigation measures to address them. A gender responsive approach/methodology, methods, tools and data analysis techniques should be used.

It is recommended that consultants consider a variety of data sources, including program documentation, resources such as IDH staff, organizations involved in the Roadmap and other relevant international organizations; companies involved in the commitments to living wages in bananas along the supply chain supply chain (including producers, suppliers/traders and retailers) as well as other key organizations including relevant certification bodies, NGOs and partner organizations like GIZ.

Consultant(s) are invited to propose evaluation designs that include the collection of qualitative data that best allow us to meet the objectives of the evaluation and answer the evaluation questions. Quantitative data can be envisioned as well; participants are requested to develop their rationale for selecting specific methods. IDH welcomes innovative approaches to data collection and evaluation.

Consultants are expected to develop their methodological approach in line with prescriptions laid out in Section 4.1. The proposed methodology may be further discussed with IDH after contract awarding and finetuned during the inception phase.

### 3.7. Evaluation management

IDH's evaluation policy prescribes that an evaluation committee (comprising the FC&I management team and M&E advisors) be formed to oversee and support the design and implementation of the evaluation consultancy by an external evaluator. The key responsibilities of each party are outlined in the following table:

Stakeholder	Key roles and responsibilities
<b>Evaluator</b>	<ul style="list-style-type: none"><li>• Implementation of the evaluation, including securing methodological requirements, data collection, analysis, reporting, and learning</li><li>• Coordination of the evaluation, including the final report</li><li>• Communication with the supervisory team at IDH</li><li>• Ensure feedback on the design of the evaluation and the progress is correctly addressed</li><li>• Present key findings to the audience</li></ul>
<b>IDH evaluation committee</b>	<ul style="list-style-type: none"><li>• Ensure the strategic relevance of the deliverables to the program and IDH at large</li><li>• Contribute to the identification of key stakeholders that need to be consulted / interviewed during the evaluation</li><li>• Facilitate the contact information of partner institutions in the field</li><li>• Ensure all key stakeholders provide feedback to the evaluation</li><li>• Facilitate the coordination of field visits, when required</li><li>• Liaise with the implementing partners to support the evaluation exercise</li><li>• Review and provide timely feedback to the inception report, data collection tools and evaluation report</li></ul>

	<ul style="list-style-type: none"> <li>• Facilitate the evaluator's travel locally by liaising with the implementing partner</li> <li>• Review the inception report to ensure all methodology requirements are met</li> <li>• Review the data collection tools to ensure definitions align to the requirements of the Project and data is collected to address all evaluation questions</li> <li>• Ensures compliance with methodology and data requirements of the donor, IDH RMF and project-specific</li> <li>• Review and provide timely feedback to the inception report, data collection tools and evaluation report</li> </ul>
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### 3.8. Timeline and resources

The assignment is expected to be conducted between 01/02/2023 and 31/10/2023. Consultants are invited to develop a detailed workplan of the activities that will be conducted, allowing us to achieve the deliverables requested in section 3.d. within the given timeframe. A generic template of evaluation workplan is included in Annex A as reference but it is by no means mandatory to follow its format, evaluators are free to design a detailed workplan under their preferred format.

#### 3.8.1. Schedule of payment

Payment of the budget quoted by the awarded bidder in the financial proposal will be processed upon completion of the following milestones:

- 10% upon contract signing;
- 15% upon approval of the inception report;
- 25% upon reception of the draft evaluation report;
- 35% upon approval of the final evaluation report;
- 15% upon delivery of the learning session.

### 3.9. Consultant profile

IDH welcomes applications from both individual consultants, consultancy firms and consortia. The consultant must, at least, demonstrate the following professional competence, sector expertise, and field work capacity:

- 1) Demonstrated expertise in results-based management, and in conducting evaluations. A minimum of 10-year experience performing such evaluations.
- 2) Demonstrated track record in conducting evaluations in the field of sustainability in value chains.
- 3) Demonstrated expertise on living wages or similar field.
- 4) Demonstrated understanding of the social, political, economic, cultural, and historical context and dynamics of the market and origin countries mentioned in these ToR.
- 5) Demonstrated capacity to collect primary data and understanding of the context and sensitivities in regard to data collection in market and production countries (lead producer groups and suppliers in the value chains of participating producers) referred to in these ToR.
- 6) Demonstrated expertise on data collection with companies and international organizations.
- 7) Demonstrated experience with qualitative and quantitative evaluation methods.

- 8) Demonstrated experience in sense-making sessions, presentations of evaluation or research findings to different targeted audiences
- 9) Capacity to operate in and understand the following languages: English and preferably Spanish.

Consultants are requested to submit the full CV of the proposed consultants in annex to their technical proposal.

### 3. How to apply

Interested candidates/institutions should submit a technical proposal and a financial proposal in separate documents to Ronald Sanabria [sanabria@idhtrade.org](mailto:sanabria@idhtrade.org) no later than February 17<sup>th</sup>, 2023.

#### 4.1. Technical proposal

The technical proposal must include the following elements in the following order. Please be mindful to fulfil the requested level of detail for each element. Except for the value of previous relevant contracts and company financials, no financial information is expected in the technical proposal.

1. **Consultant background and profile:** Presentation of the company/team of consultants, date of incorporation of the consulting company, specialization(s) and fields of expertise, service provision, country(ies) of operation(s), acknowledgements received, etc., including visuals.
2. **Track record:** please include the following table and fill it in with information on relevant work completed which is of similar nature to the scope of the work requested in this ToR.

Name of the consultancy	Client	Date (from/to) during which the assignment was carried out	Value of the contract	Type of consultancy (ex. Baseline / midline / endline / Program / Portfolio / research / survey / evaluation)	Summary of activities, tasks and services provided	Contact details of client representative

3. **Technical approach:** A succinct, well-elaborated approach of the understanding and methodology to deliver the requested services. The proposed methodology must describe:
  - **Understanding of the ToRs:** Consultants provide their general understanding of the project, its objectives and the requests of these ToR.
  - **Overall approach:** In line with their understanding of these ToR, consultants develop the evaluation/ research design, the methodological requirements to implement this research design, key activities to conduct to deliver the evaluation in line with the requested products, as well as the risks and limitations of the proposal. Key aspects to describe are:
    - **Evaluation/ research design:** Describe the evaluation design and justify why opting for this approach (allocated budget can be one but not the only justification);
    - **Evaluation framework:** In line with the scope of the evaluation and consultants' understanding of the ToR, a tentative evaluation framework needs to be drafted by the consultants, including research objectives, Key Evaluation Questions and sub-question where relevant, indicators, sources of information and research methods (which can

include quantitative and qualitative primary data, secondary data, soil samples, GIS data, and project documentation), data analysis and triangulation methods, and strength of the evidence. Note the evaluation framework is to be refined during the inception phase.

- **Research methodology:** Describe why the evaluation will collect qualitative and/or quantitative information in line with methods described in the evaluation matrix.
  - **Data collection:** Describe how the consulting team intends to go about collecting the information with the aforementioned methods. Describe the primary data collection methodologies and type of information to be collected, as well as the secondary data sources to be reviewed. Describe how key stakeholders to be consulted or/and surveyed and information sources will be accessed. Describe the sampling method, design, and size for primary data collection methods.
  - **Data analysis:** The consultant is expected to include a description of how qualitative and quantitative data will be analyzed<sup>2</sup>. The assignment will require that the consultant ensures triangulation of data to address the specific questions and an integrated analysis of the different data sources is used. The consultant needs to thoroughly describe how data will be triangulated, including a justification of the approach. Requirements regarding data visualization are of the highest standards. The consultant should describe in the proposal the tools and methods that will be used in this respect.
  - **Potential limitations and risks**, including mitigation strategies: the consultant should include the challenges and potential limitations of the proposed approach in terms of use of findings, substantiation of results claims and the implications in terms of evidence-based strength (i.e., limitations when no control groups are included or counterfactual to project targeted beneficiaries and the consequence in terms of substantiation of the result claims). The potential risks to be encountered during the consultancy shall also be described along with the mitigation strategies to address them. For longer term assignments, the consultant shall describe how continuity of the relevant team will be ensured over time.
  - **Validation session** with key stakeholders to cross-check the main findings.
  - **Learning:** the consultant is expected to present the findings and recommendations in a sensemaking session with key stakeholders. The consultant shall describe the approach to identify lessons learned during the evaluation and the strategy to promote learning and active interaction with IDH and its partners in the sensemaking session.
4. **Team composition:** Clear description of the project team, relevant experience of team members, relevant experience, task and time allocated per team member. For this section, please list the name and surname of the consultants proposed as part of the evaluation team and describe:
- their experience in results-based management, in conducting evaluations or any other research activities;
  - their technical and language skills;
  - their role in the evaluation team, the main tasks they will execute and the time they are expected to be involved.

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<sup>2</sup> i.e. the household survey dataset will be processed using SPSS version 28 or Stata. Descriptive statistic analysis will be conducted including cross-tabulation by sex and age -young or adult categories- of all relevant variables.

5. **Workplan:** Detailed activities and expected deliverables and timeline. An indicative template is included in Annex A of these ToRs; this template displays some features IDH is interested in being informed about but is by no means prescribed.
6. **Quality assurance and interaction with IDH:** Include here the proposed management of the evaluation process, quality assurance and proposed interaction with IDH and key stakeholders as envisaged by the bidder. Please describe any support or inputs required from IDH to deliver the assignment, if any.
7. Annexes to the technical proposal:
  - Legal company documents: Legal incorporation, Chamber of Commerce registration, VAT number, etc.
  - Full CVs of the consultancy team

#### 4.2. Financial proposal

The financial proposal document must include a budget in Euros (excluding VAT) and the final budget with taxes. An indicative template is included in ANNEX B of these ToRs. This template is not mandatory, it displays some features IDH is interested in being informed about:

- Daily fee per consultant. This later will be considered by assessors in regard to their seniority level and their place of residence (i.e. international vs local);
- Travel and transport expenses;
- Data collection unit costs;
- Cost per deliverable;
- Contingency budget;
- Overall budget.

Consultants are free to develop their financial proposal under their preferred format. As indicated in the template, IDH is interested in seeing a detailed breakdown of each consultant's daily fee, the total number of working days for each consultant, the consultancy's total budget including taxes, the cost per primary data collection item as well as the cost of travel and transport, etc. Consultants are also encouraged to provide budget notes informing the assumptions used for budget calculation.

#### 4.3. Statement on ground for exclusion

Written confirmation of the potential consultant stating they are not in one of the situations in the grounds for exclusion nor do they intend to use child labor or forced labor or practice discrimination.

Grounds for exclusion: Service providers shall be excluded from participation in this tender procedure if:

- a. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;



- c. they have been guilty of grave professional misconduct proven by any means which the IDH can justify;
- d. they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established, or with those of the Netherlands or those of the country where the contract is to be performed;
- e. they or persons having powers of representation, decision making 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.

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).

## 5. Selection process

### 5.1. General tender procedure and timeline

The procedure will be as follows:

1. Publishing the tender and inviting service providers to submit a proposal based on this ToR.
2. Consultants can send out questions on these ToRs by email until the below-mentioned deadline. Questions can only be addressed to the contact person mentioned in these ToRs. All questions will be processed at the deadline day and responses to all questions received will be shared by email with consultants that showed an interest and submitted questions.
3. Evaluation of the proposals by the evaluation committee. The evaluation committee will evaluate the proposals based on the selection criteria as published in these ToR.
4. If deemed necessary, the service providers of the best proposals can be invited to do a pitch for the Evaluation Committee. This ranking will be made according to the scoring on the selection criteria by each member of the evaluation committee.
5. Decision on selection of the service provider.
6. Awarding of the contract
7. Inception meeting with the selected service provider.

Tender process	Timeline
ToR published	18/01/2023
Deadline to submit questions on these ToRs	03/02/2023
Deadline for submission of proposals	17/02/2023
Selection of service provider	01/03/2023
Expected awarding of contract	08/01/2023

Inception meeting with the selected service provider	Week of the 13/03 to 17/03
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## 5.2. Evaluation of the proposals

1. **Completeness check:** The proposals will first be tested for completeness. The absence of the information referred to in section 5 of this document will lead to exclusion from further participation in the tender procedure.
2. **Scoring and weighting procedure:** The assignment will be awarded to the consultant with the most attractive bid based on quality and price. The evaluation criteria are scored between 1 and 5 (from very weak to very strong), compared between consultants and weighed according to the procedure below. The final score will be weighted 70% on Quality and 30% on Price. If the weighted final scores of consultants are equal, two procedures may occur:
  - a. Priority can be given to score on the Quality criterion; in this case the assignment would be awarded to the consultant that has received the highest score for the Quality criterion
  - b. Consultants may be invited to do a pitch for the Evaluation Committee and final deliberation can be made by the evaluation committee based on the later.

### 5.2.1. Quality

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

Criterion 1: Quality		Sub-criteria
Component 1	Consultant profile and team composition	The extent to which the consultant(s) present(s) the required level of expertise and experience to fulfil the objectives of this ToR. The following aspects shall be considered:
		<ul style="list-style-type: none"> <li>• Relevant expertise and sector experience of the proposed consultant(s): the extent to which the consultant provides evidence of the required experience as described in 4.1. in results-based management and in conducting evaluations, in the field of sustainability in value chains, specifically on living wages as well as expertise in quantitative and qualitative data collection and in primary data collection with companies and international organizations.</li> </ul>

		<ul style="list-style-type: none"> <li>Relevant regional, local, and field-level experience of the proposed consultant(s): the extent to which the consultant provides evidence of: <ul style="list-style-type: none"> <li>a. the required research experience in the countries mentioned in the ToR.</li> <li>b. its capacity to operate and collect primary data in the countries mentioned in the ToR , and</li> <li>c. its understanding of the local context and dynamics of the region where program activities take place.</li> </ul> </li> <li>Capacity to operate in and understand the following languages: English and preferably Spanish too.</li> </ul>
<b>Component 2</b>	<b>Methodological approach</b>	The extent to which the consultant demonstrates a clear understanding of this ToR, and the soundness of the methodology proposed to achieve the objectives listed out in this ToR:
		1) Clarity of the methodological approach developed in the technical proposal;
		2) Appropriateness of the methodological approach to deliver on the objectives set out in section 3;
		3) Quality of the proposed methodology, including the extent to which the methodology elaborates on prescriptions set out in section 5;
		4) Sampling design, method and size;
		5) Quality of the overall proposal writing, argumentation, structure of the text and diagrams;
		6) Adequateness of the workplan and timeline;
		7) Adequateness of the time allocation of the consultants;
		8) A proposed approach to ensure continuity of team members.

### 5.2.2. Price

A combined price in Euros (including VAT) is to be presented. The evaluation team will assess the financial proposal in terms of the “the best price for the proposed level of quality” with a grading ranging between 1 and 5 on the below criteria:

Criterion 2: Price		Sub-criteria
Component 1	Best price for the proposed level of quality and depth of the proposed deliverables	Daily fee per consultant. This later will be considered by assessors in regard to their seniority level and their place of residence (i.e. international vs local)
		Travel and transport expenses
		Data collection unit cost
		Cost per deliverable
		Contingency budget
		Overall budget

### 5.3. Awarding process

Once IDH has selected the consultant to which it intends to award the consultancy, a written notification thereof is sent to all consultants, including the results of the tender assessment. The selected consultant is contracted via a letter of assignment, following IDH's template (ANNEX C).

## 6. Communication and Confidentiality

The Service provider 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 [name] via [name]@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.

## 7. 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, consultants accept all terms and reservations made in this ToR, and subsequent information and documentation in this tender procedure, albeit consultants are allowed to pull out in case updated ToR are issued which they do not accept.

## 8. Annexes

7.1. Annex A: Workplan template

7.2. Annex B: Budget proposal template

7.3. Annex C: IDH draft letter of assignment

7.4. Annex D: Terms and Conditions

7.5. Annex E: Statement of acceptance

## Annex C: IDH Draft letter of assignment

### 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/ Ms. Lizet Friesen Leibbrandt**, 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 of precedence will be applied: i) the terms of this Agreement; ii) the IDH General Terms and Conditions; iii) the Proposal; iv) other annexed documents, if relevant.

#### Scope of Services

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

This will result in the following deliverables:

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

## Payment

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

Bank Name:	Name bank + country
Account Name:	•
Account Number:	•
Routing/ABA Number:	•
SWIFT Code:	•

## Intellectual Property

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

## Exclusivity

13. This is a non-exclusive Agreement and it preserves the right of each Party to work independently or with other persons or organisations on other programs or programs covering activities similar or identical to the subject of this Agreement anywhere in the world.
14. Nothing in this Agreement shall be construed as constituting the Parties as partners or as creating between such parties the relationships of employer and employee.

#### Duration

15. The Agreement will be effective as from date and shall terminate automatically on date, unless extended by the Parties in writing.
16. Any Party may exit the Agreement before the end of the term of the Agreement, subject to 30 days written notice.
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/ Ms. Lizet Friesen Leibbrandt

Position: CEO/ CFO

Date: \_\_\_\_\_

**For the Consultant**

-----  
Name:

Position:

Date: \_\_\_\_\_

**Attached to and integral part of this Agreement are:**

Annex 1: IDH General Terms and Conditions for Services

Annex 2: insert name Proposal

# IDH SUSTAINABLE TRADE INITIATIVE GENERAL TERMS AND CONDITIONS for services

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These General Terms & Conditions for services 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.

## 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) that has/ have been awarded an assignment by IDH for providing services.

“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 for services”: The terms & conditions in this document.

“Letter of Assignment”: the specific agreement (and all amendments thereto) between IDH and the Contracting Party in which IDH and the Contracting Party agree that the Contracting Party will provide services for IDH (under section 7:400 of the Dutch Civil Code (‘overeenkomst van opdracht’).

“Entire Agreement”: The IDH General Terms and Conditions for services and the Letter of Assignment 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 Letter of Assignment expressly refers.

“Services”: The services to be performed by the Contracting Party pursuant to the Letter of Assignment.

### 2. APPLICABILITY OF THE IDH GENERAL TERMS AND CONDITIONS FOR SERVICES

2.1 The IDH General Terms and Conditions for services 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 for services. 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 and the Letter of Assignment, the Letter of Assignment will prevail over the General Terms & Conditions.

### 3. LIMITATION OF LIABILITY

- 3.1 IDH cannot be held liable for damages, losses and/or personal injury suffered by the Contracting Party and/or any third party resulting from the execution of the Entire Agreement, including any infringement of intellectual property rights. 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. INDEPENDENCE

- 4.1 The Contracting Party is not a legal signatory for IDH and does therefore not have the mandate to sign any contracts or other legally binding documentation on behalf of IDH.
- 4.2 The Entire Agreement does not, in any way, constitute an employment agreement between the Contracting Party and IDH. Therefore the Contracting Party shall be fully responsible for the payment of all taxes, social security and other costs and obligations. IDH cannot be held liable for any financial claims in this respect.

### 5. FRAUD AND CORRUPTION

- 5.1 The Parties are aware of the IDH Code of Conduct (which can be found [here](https://www.idhsustainabletrade.com/policies), 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 providing services for IDH.
- 5.2 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.
- 5.3 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 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.

- 5.4 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.

### 6. CONFLICT OF INTEREST

- 6.1 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.
- 6.2 For the avoidance of doubt, a (potential) conflict of interest shall include all activities that would lead to and partial and/ or non- objective performance of the Entire Agreement.

### 7. DATA AND PRIVACY

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

### 8. PROCESSING OF PERSONAL DATA

- 8.1 With regards to the processing of personal data under the Agreement, within the meaning of Article 4 (2) of the General Data Protection Regulation ("GDPR"), both Parties are deemed to be controller within the meaning of Article 4 (7) GDPR.
- 8.2 Parties shall:
- process personal data in accordance with applicable laws and regulations regarding the processing of personal data, including but not limited to the GDPR;
  - provide each other reasonable cooperation and assistance, for example with respect to the handling of requests of data subjects and the performance of data protection impact assessments, to ensure that each Party complies with applicable laws and regulations.
- 8.3 The Contracting Party shall:
- only process personal data of data subjects in order to comply with its obligations under

the Agreement and not for any other purposes;

- b. limit the provision of personal data to IDH to what is strictly necessary to fulfill its obligations under the Agreement;
- c. inform the data subject with respect to the processing of personal data by both Parties in accordance with the GDPR. Upon request IDH shall provide relevant information for the provision of such information;

8.4 Upon detection of a personal data breach as defined under article 4 of the GDPR ("Data Breach") with respect to the Personal Data, the Contracting Party shall promptly notify IDH of said Data Breach, and shall ensure that the Data Breach is handled and data subjects and/or supervisory authorities are notified in accordance with the GDPR.

8.5 The Contracting Party shall fully indemnify and hold IDH harmless from and against any and all damages, loss, costs, fines from regulatory or supervisory authorities, charges, expenses, legal fees and disbursements and any other liabilities suffered as a result of or in connection with the processing of personal data and any breach of this Agreement by [Consultant/ the Contracting Party] or its employees or other representatives.

## 9. ICSR

9.1 The Contracting Party aims to 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>.

## 10. COMPETITION COMPLIANCE

10.1 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 the '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.

## 11. SAFEGUARDING

11.1 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>).

11.2 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.

11.3 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 12.1 and 12.2 below.

11.4 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 12.1 and 12.2 below.

11.5 The Parties will fully co-operate with investigations into such incidents.

11.6 If the Contracting Party fails to comply with the IDH Safeguarding Policy or commits a breach of any of the terms included in article 11 IDH has the right to immediately terminate the Entire Agreement without the risk of incurring liability for damages or compensation.

## 12. SPEAKUP

12.1 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.

12.2 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>).

12.3 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. **PERFORMANCE OF THE SERVICES**

### 13. RESPONSIBILITIES OF THE CONTRACTING PARTY

13.1 The Contracting Party is responsible for execution, coordination and results of the Services, as well as reporting on the Services to IDH, as agreed between the Parties in the Letter of Assignment. The Contracting Party must do so with the necessary care and transparency, and in accordance with the terms and conditions of the Entire Agreement.

13.2 The Parties agree to define "satisfactory completion of the Services" under the Letter of Assignment as the Contracting Party providing IDH with the deliverables described in the proposal attached to the Letter of Assignment and approval of these deliverables by IDH in writing (e-mail included). If satisfactory completion of the Services is not (fully) achieved, IDH shall have the right to adjust future payment, terminate payment and/or demand repayment of any payment, proportionate to the budget of the uncompleted (part of) the assignment.

### 14. DELAYS, UNFORSEEN CIRCUMSTANCES, CHANGES TO THE SERVICES

14.1 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 performance of the Services, and/or affect compliance with the Entire Agreement. Such notifications should include the financial interests involved (if

applicable) as well as mitigating measures taken.

### 15. COMPLIANCE WITH LOCAL LAWS

14.1 In the performance of the Services, the Contracting Party must comply with all applicable laws and respect internationally recognized human rights, multilateral environmental agreements and internationally agreed core labor standards.

15.2 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.

15.3 In case a breach of article 15.1 occurs or such actual or potential conflict, as referred to in article 15.2, 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 performance of Services.

### 16. THIRD PARTY COMPLIANCE

16.1 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.

16.2 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 Letter of Assignment must be in writing and will not relieve the Contracting Party of its responsibility for the third parties' performance.

### 17. INSURANCES

17.1 The Contracting Party is responsible for their own insurances, social premiums, income tax and any other levies related to the Project regarding their performance of the activities related to their roles and responsibilities under the Entire Agreement.

### 18. GOOD ADMINISTRATION

18.1 In order to provide proof that the activities under the scope of the Services have indeed been executed as agreed to between IDH and the Contracting Party in the Letter of Assignment, 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.

### 19. RIGHT TO AN ADDITIONAL AUDIT

19.1 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 the Services under the Entire Agreement and the manner in which the Services have been performed 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. Any extra costs related to an additional audit referred to in this clause shall be agreed to between the Parties in writing.

19.2 The Contracting Party shall maintain the material and records referred to in clause 17.1 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.

## III. FINANCIAL CONDITIONS

### 20. FUNDING BY IDH

20.1 IDH reserves the right to adjust any future installments due to the Contracting Party, or to (proportionally) reassign or reclaim any amount already transferred to the Contracting Party, in the event that the Contracting Party, without the prior written consent of IDH, does not fulfil, or not fulfil on time, its obligations under the Entire Agreement.

### 21. EXCHANGE RATES

21.2 For all payments made by IDH to the Contracting Party under the scope of the Letter of Assignment, the exchange rate of the day of receipt by the Contracting Party of the IDH's contribution(s) is applicable.

### 22. TRANSFER OF FUNDS & PAYMENT CONDITIONS

22.1 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 (in Letter of Assignment) that the payment relates to. Payment will be made

by IDH within 45 days after receiving a payment request, provided such is in accordance with the terms and conditions in the Entire Agreement.

22.2 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 has the right to adapt the planning of the Services to ensure, to the extent possible, uninterrupted delivery of the deliverables agreed to in the Letter of Assignment. The Contracting Party must notify IDH of the adapted planning as soon as possible.

## IV. CONFIDENTIALITY

### 23. CONFIDENTIALITY

23.1 It is understood and agreed to that certain information may be provided to the Contracting Party by IDH and/or any other parties, in the context of this assignment, that is and must be kept confidential. Both during the term of this Agreement and after the termination thereof, for whatever reason, the Contracting Party or its substitute shall refrain from disclosing, in any way whatsoever and to any other party, any information of a confidential nature regarding IDH's activities which has come to the Contracting Party's or its substitute's attention in the course of performing the Services under this Agreement and whose confidential nature is clear or should reasonably be clear. This obligation shall apply, by way of example and without limitation, to any technical, financial and other information, the names of partners, proposed transactions, computer software, computer systems and databases, patent and/or trade secret laws.

## V. 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.

## VI. **TERM & TERMINATION**

### 25. **TERM**

25.1 The Entire Agreement takes effect on the starting date agreed to between the Parties in the Letter of Assignment. The Entire Agreement ends on the end date agreed to between the Parties in the Letter of Assignment 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 Letter of Assignment is exceeded yet the obligations of the Contracting Party have not been met, the Entire Agreement will remain in effect until all obligations have been met by the Contracting Party or the Entire Agreement is terminated, whichever is earlier.

### 26. **AMENDMENT & TERMINATION**

26.1 The terms and conditions of the Letter of Assignment can be amended only if the Parties agree to such amendment in writing.

26.2 IDH is an organization that is dependent on funding from multiple donors. In the event that IDH's donors 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.

26.3 Either Party to the Agreement may terminate the Agreement immediately without the risk of incurring liability for damages or compensation, in the event that:

- a. the other Party fails to remedy any breach of its obligations under the Agreement within 30 days of written notification requiring it to do so;
- b. 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 Services is not possible or of too much risk. Written notice of termination shall be provided in this case, stating the applicable circumstances;

- c. the other Party files a petition for bankruptcy or is declared bankrupt; or has a liquidator, receiver, trustee or administrator appointed to it; or becomes insolvent; or admits its inability to pay its debts as they fall due.

26.4 A late payment by IDH, notwithstanding IDH's best efforts, that is no more than 60 days later than the date of the payment request, will not be considered a breach of the Agreement.

## VII. **APPLICABLE LAW & DISPUTE RESOLUTION**

### 27. **APPLICABLE LAW**

27.1 The Entire Agreement is governed by the laws of the Netherlands.

### 28. **DISPUTE RESOLUTION**

28.1 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 E

### Statement of acceptance

By signing this statement of acceptance, the Applicant accepts the IDH General Terms and Conditions for Services as well as the provisions of the draft Letter of Assignment.

Name Applicant:

Name signatory:

Position:

Date:

Signature\*:

*\*This statement shall be signed by a person with authority to represent the Applicant as appears from the Dutch Trade Register (Kamer van Koophandel) or a comparable trade register in the Applicant's country of registration.*