

Versão em português abaixo

## Term of Reference

### IDH Sustainable Trade Initiative

### Executive Director PCI Institute

#### 1. Introduction

IDH Sustainable Trade Initiative (“IDH”) accelerates and up-scales sustainable trade by building impact-oriented coalitions of front running companies, civil society, governments, knowledge institutions and other stakeholders in several commodity sectors. We convene the interests, strengths and knowledge of public and private partners in sustainability commodity programs that aim to mainstream international and domestic commodity markets. We jointly formulate strategic intervention plans with public and private partners, and we co-invest with partners in activities that generate public goods.

On basis of these Terms of Reference (“ToR”) IDH aims to select a party **to fulfil the role of the Executive director of PCI Institute.**

#### 2. Background

Launched in 2015 during the Paris Climate Convention (COP21), the Produce, Conserve and Include (PCI) Strategy is a jurisdictional approach initiative focused on sustainable rural development in the state of Mato Grosso. The goal of the strategy is to promote the socioeconomic development in the Landcape through sustainable land use. The plan is to foster agricultural production within the existing productive area by intensifying cattle ranching in combination with the adoption of the best agricultural practices (Produce). The native vegetation areas are restored in accordance with the legal requirements with the objective of ending illegal deforestation (Conserve) and generating income and social inclusion for family agriculture, indigenous peoples and traditional communities (Include).

This vision is consolidated through a broad plan of goals in its three axes (Produce, Conserve, and Include), built as a participatory process that integrates the agendas of public, private, and civil society actors

PCI aims to create a safe market environment for farmers, buyers and investors with a solid foundation for inclusive sustainable development. With a view to implementing this strategy, Decree No. 468, dated March 31, 2016, was published, which created its governance structure through the State Strategy Committee: Produce, Conserve and Include- CEEPCI.

Mechanisms were created to implement the Produce, Conserve and Include strategy within the scope of the State Public Administration through Decree 46 of February 27, 2019, under the general coordination of the PCI Strategy and with the other State Secretariats coordinating each Theme Pillars: Production Pillar: *Secretaria de Estado de Desenvolvimento Econômico - SEDEC* (State Secretariat of Economic Development); Conserve Pillar: *Secretaria de Estado do Meio Ambiente - SEMA* (State Secretariat for the Environment); Include Pillar: *Secretaria de*



Estado de Agricultura Familiar – SEAF (State Secretariat of Family Agriculture); Planning: Secretaria de Estado de Planejamento e Gestão – SEPLAG (State Secretariat for Planning and Management).

As per Decree 46/ 2019:

*"The PCI constitutes a planning instrument of the State of Mato Grosso, aimed at the expansion and increase of the efficiency of agricultural, cattle raising and forestry production, the conservation of remnants of native vegetation, the restoration of environmental liabilities and the socioeconomic inclusion of family agriculture and traditional populations."*

The goals of the PCI Institute to be reached by 2030 are as follows:

**Production pillar:**

- Increased livestock productivity including the recovery of 2.5 Mha of low productivity pasture areas
- Increase the area of grain crops in degraded pasture areas from 9.5 to 14.7 Mha by 2030
- Expand the area under sustainable forest management to 6 Mha
- Expand the area of planted forests in already open areas to 800 thousand ha
- Increase biofuel production to 13 million m<sup>3</sup> by 2030

**Conservation pillar:**

- Maintain 60% of the native vegetation cover in the State of Mato Grosso, while reducing deforestation in the forest by 90% and in the cerrado by 95% by 2030, taking the baseline as a reference: 2001-2010 (PRODES),
- Eliminate illegal logging by 2030
- Conserve 1Mha of area subject to legal deforestation
- Reduce forest fires by 30% compared to the reference period (28,300 hot spots) by 2030
- Register and validate the rural environmental registry (car) of 90% of rural properties (until 2024)
- Regularize 1 Mha (100%) of Permanent Preservation Area (app) and 5.8 Mha (100%) of Legal Reserve (RL) degraded, with 1.9 Mha per restoration by 2030

**Inclusion pillar:**

- Achieve 100% adherence of municipalities to SEIAF by 2030
- Increase the Gross Production Value (GVP) of the family farming
- Increase the share of family farming products in institutional markets to 30%
- Increase access to credit for family farming to BRL1.3 billion
- Regularize 70% of the family farming plots



IDH is looking for an Executive Director for PCI Institute, that will be responsible for the execution of the PCI Institute's action plan oriented towards reaching the aforementioned goals.

### 3. Assignment

#### *Objectives of the Assignment*

The Executive Director will be the Director of the PCI Institute and will be responsible for the Implementation of the PCI action plan. This includes:

1. Raising funds from public and private sources at national and international level for both the PCI Institute and the PCI strategy through joint submissions with local partners.
2. Managing the institute and institutionally representing the institution's economic, administrative and legal issues at national and international level
3. Hiring and supervising PCI institute staff and third-party service providers.
4. Coordinating the PCI Monitoring Committee to ensure that all PCI goals are monitored annually.
5. Supervising PCI regional compacts, as well as working with local partners to create new regional compacts.
6. Implementing Monitoring and Assessment (M&A) mechanisms for the PCI Institute in order to ensure transparency and credibility for donors and investors.
7. Reporting on negotiations and rendering accounts to PCI's founders and investors;
8. Keeping documents and information accessible for consultation and clarification by the Management Committee;
9. Reporting any risks, opportunities, threats to the CIP and its strategies and to the state;
10. Fulfilling and enforcing the rules, regulations, and best practices of transparency, management, and confidentiality.

#### *Responsibilities of the Executive Director:*

1. Working to improve the **governance of the PCI strategy** with the PCI Board of Directors and partners to:
  - a. Increase the scope and network of institutions participating in the initiative, by engaging new partners from all sectors of the strategy
  - b. Ensure that relevant discussions take place so that the PCI strategy remains a relevant space of negotiation and consensus for all stakeholders in the landscape
  - c. Map, analyse and share trends, risks and opportunities for the PCI strategy, as well as any progress in its implementation
  - d. Ensure an adequate flow of information at all levels of decision making
  - e. Be the spokesperson for the PCI Program and ensure that PCI is represented at all levels of stakeholder engagement.



2. Ensuring that the progress of the PCI strategy is duly **monitored and reported**:
  - a. Overseeing the work of the PCI Monitoring Committee, including (i) collecting data, (ii) identifying priority actions to accelerate implementation of goals, (iii) reporting and communicating progress;
  - b. Identifying, contracting and overseeing studies and analyses to improve goal tracking.
3. Overseeing the **operational activities** of the PCI Institute and delegating responsibilities regarding day-to-day operations to ensure that:
  - a. The goals established for the organization are met
  - b. The institution recruits, retains and supports top-quality employees
  - c. Hiring, personal development and evaluation processes are fair, equitable and transparent;
  - d. Contracts and salary structures are negotiated clearly and fairly, following ethical principles and transparency;
  - e. Ensure compliance of all regulatory aspects of the PCI Institute in accordance with the PCI Legal Statute
4. Improve the **fundraising and financial health** of the PCI Institute through:
  - a. Promoting the corporate engagement agenda and facilitating private sector engagement with PCI through webinars, events, matchmaking of pre-competitive projects through the PCI Pitchbook
  - b. Developing a carbon trading agenda to help increase funding for forest conservation and sustainable agriculture projects for the PCI strategy
  - c. Working with donors, the Mato Grosso government, and experts to build capacity and prepare the Institute to manage national and international funds;
  - d. Developing expertise in blended finance mechanisms;
  - e. Overseeing fiscal activities, including budgeting, reporting, and auditing.
5. Working to increase the **political relevance and visibility** of the PCI strategy by:
  - a. Articulating partnerships and agreements from the municipal and regional level (i.e., the "PCI Regional Compacts") to the national and international level
  - b. Facilitating existing relationships with existing Regional Compacts, including hiring and overseeing local staff and contracting consultancies;
  - c. Increasing participation in forums of interest for jurisdictional approaches e.g., Amsterdam Declarations Partnerships, Collaborative Soy Initiative, Tropical Forest Alliance.

*Duration of the Assignment*



The Assignment is envisioned to start in June 2023 and end in May 2024. The intent of IDH by engaging the Consultant for this Assignment is to establish a longer-term collaboration beyond an initial contract duration. After evaluation of the collaboration and the outcomes of the Assignment, IDH may offer to the Consultant a contract extension.

#### *Deliverables*

The selected Executive director will be assessed on delivery of the Assignment on a quarterly basis. The Executive director therefore submit quarterly reports on the execution of the activities and their outcomes, on the specific dates agreed between IDH and the Executive Director in the agreement.

### **4. Selection Procedure**

#### **4.1. Selection criteria**

##### ***Consultant profile***

##### **Education and Experience**

- Master (preferably) in Economics, Political Science, Agroforestry, Agronomy, Geography, International Relations or related fields.
- At least 5 years of experience in management and/or leadership positions as a project manager and/or coordinator.
- Fluent Portuguese and English and knowledge of other languages is a plus
- Experience working in multinational or international organizations, demonstrated ability to integrate and coordinate various areas of work.
- Knowledge in Agriculture, Economics, International and National Financial Mechanisms, Forestry and Environmental Conservation and Social Inclusion Policies.
- Knowledge and experience in planning, implementing, managing and evaluating projects and grants
- Experience in multi-sectoral multi-stakeholder work and implementation of good governance mechanisms
- Good negotiation, conflict management and resolution skills
- Solid fundraising experience and/or track record (preferred)

##### **Critical Skills and Competencies**

- Ability to follow the international political and economic scenarios and their potential impacts in Brazil, especially in commodity production chains
- Understanding trends and requirements regarding international for-profit and non-profit fundraising and financial mechanisms
- Ability to build value propositions for private sector companies and investors, and engage diverse stakeholders following an entrepreneurial approach
- Ability to handle demanding and critical situations where conflicts of interest may arise
- Excellent oral and written communication skills in Portuguese and English



- Ability and willingness to communicate with diverse audiences and interact and collaborate with multiple stakeholders
- Highly motivated to lead, support and engage stakeholders in more sustainable and equitable landscapes

For Proposal requirements, see Section 5 below.

#### 4.2. Selection Process

The selection process (tender procedure) will be as follows:

1. Publishing the tender and/or inviting services providers to submit a proposal based on this ToR.
2. Evaluation of the proposals by the chair of the evaluation committee. The evaluation committee will assess the proposals on the basis of the exclusion, selection and award criteria as published in these Terms of Reference
3. Selection of candidates for an online interview if necessary.
4. Decision on selection of the service provider.
5. Inception meeting with the selected service provider.

The schedule below indicates the timelines for the tender procedure:

<b>Tender process</b>	<b>Timeline</b>
ToR published	02/05/2023
Deadline for submission of proposals**	31/05/2023
Interviews	05/06/2023 a 09/06/2023
Selection of a consultant	14/06/2023
Start of assignment	26/06/2023

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

After the deadline to submit a proposal has passed, the evaluation committee will evaluate the proposals.

The proposals will first be tested for completeness:

- The absence of the documents referred to in Section 6 of this document can lead to exclusion from further participation in the tender procedure. This is also the case when minimum requirements listed in this ToR are not met.
- If the proposal is complete, the selection committee will evaluate the proposal based on the criterion as mentioned in section 6.



The assignment will be awarded to the 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 requirements

IDH is requesting the service providers to hand in a proposal of maximum 4 pages (excluding company biographies, CVs, sample work and references). The proposal must be handed in a MS Word or PowerPoint version next to a PDF submission to facilitate any copy-and-pasting of content that we may need during evaluation

The proposal must at least include:

### Content:

- a. A succinct, well-documented approach addressing the requirements set out this ToR. We request that the proposal structure match the selection criteria as closely as possible
- b. Maximum of three references and a sample of previous work relevant to the deliverables in this ToR
- c. An overview of the consultant's profile
- d. Budget in Euros (ex VAT)
- e. Statement on Ground for exclusion (see section 7 below)
- f. Statement of acceptance (see Annex 3)

The proposal must be submitted to Alex Schmidt at [schmidt@idhtrade.org](mailto:schmidt@idhtrade.org) before 31/05/2023 at 6 pm (Brasilia time).

## 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

1. Consultants shall be excluded from participation in this tender procedure if:
  - a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous



situation arising from a similar procedure provided for in national legislation or regulations;

- b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the IDH can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established, or with those of the Netherlands or those of the country where the contract is to be performed;
- e) they or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization, money laundering or any other illegal activity.

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

- 2. Consultants shall not make use of child labor or forced labor and/or practice discrimination and they shall respect the right to freedom of association and the right to organize and engage in collective bargaining, in accordance with the core conventions of the International Labor Organization (ILO).

### Scoring and weighing

The evaluation criteria are compared and weighed according to the procedure below. This concerns a general outline of the scoring methodology and an explanation how the service provider can demonstrate compliance with the requirements.

#### *Step 1- Criterion Quality*

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

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

Component	Criteria	Max. Grading
-----------	----------	--------------





1	<b>Proposal overall</b>	The extent to which the proposal meets the requirements set out in Section 3 above and throughout this document.	5
2	<b>Track record</b>	The extent to which the Service provider presents the required level of expertise and knowledge to fulfil the requirements both at team member and company level.  Knowledge about Landscapes approach and the PCI Mato - Grosso is advantageous	5

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

### *Step 2 - Criterion price*

A combined price in Euros (ex VAT) is to be presented.

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

### *Step 3 - Weighting*

The final score will be weighted 70% on Quality and 30% on Price.

If scores of service providers are equal, priority will be based on the total scores that were given for the Criterion Quality. The assignment will be awarded to the service provider that has received the highest score for the Criterion Quality. If the evaluation of the Criterion Quality does not lead to a distinction, the score for the component “Proposal overall” will be decisive. If this does not lead to a distinction, the ranking will be determined by the drawing of lots.

### Award

Once IDH has decided to which Service provider it intends to award the assignment, a written notification thereof is sent to all Service providers participating in the tender procedure.

The Consultant is contracted via a letter of assignment, following IDH's template (Annex 1).

## **7. 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 Alex Schmidt via schmidt@idhtrade.org. The Service provider is thus explicitly prohibited, to prevent



discrimination of the other Service providers and to ensure the diligence of the procedure, to have any contact whatsoever regarding the tender with any other persons of IDH than the person stated in the first sentence of this paragraph.

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

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

## **8. Disclaimer**

IDH reserves the right to update, change, extend, postpone, withdraw, or suspend the ToR, this 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.

This Term of Reference was written in English and Portuguese. In case of any conflicts between the English and the Portuguese version, the English version of this Term will prevail and will be the official document regarding the subject contained herein.

## **9. Annexes**

Annex 1: Letter of Assignment

Annex 2: IDH General Terms and Conditions for Services

Annex 3: Statement of acceptance

*Versão em português abaixo*



## **Termo de Referência**

### **IDH Sustainable Trade Initiative**

#### **Diretor Executivo Instituto PCI**

#### **1. Introdução**

A Iniciativa para o Comércio Sustentável da IDH ("IDH") acelera e amplia o comércio sustentável através da construção de coalizões orientadas para o impacto de empresas de ponta, da sociedade civil, governos, instituições de conhecimento e outras partes interessadas em vários setores de commodities. Reunimos os interesses, forças e conhecimentos de parceiros públicos e privados em programas de commodities de sustentabilidade que visam integrar os mercados internacionais e nacionais de commodities. Formulamos planos de intervenção estratégica em conjunto com parceiros públicos e privados, e co-investimos com parceiros em atividades que geram bens públicos.

Com base nestes Termos de Referência ("TdR"), a IDH deseja selecionar uma pessoa **para desempenhar a função de diretor/a executivo/a do Instituto PCI.**

#### **2. Histórico**

Lançada em 2015 durante a Convenção do Clima em Paris (COP21), a Estratégia Produzir, Conservar e Incluir (PCI) é uma iniciativa de abordagem jurisdicional com foco no desenvolvimento rural sustentável do Estado de Mato Grosso. O objetivo é promover o desenvolvimento socioeconômico do território por meio do uso sustentável da terra. O plano é fomentar a produção agrícola dentro da área produtiva existente por meio da intensificação da pecuária combinada com a adoção de boas práticas agrícolas (Produzir), as áreas de vegetação nativa são restauradas de acordo com as exigências legais com o objetivo de acabar com o desmatamento ilegal (Conservar) e geração de renda e inclusão social da agricultura familiar, povos indígenas e comunidades tradicionais (Incluir).

Essa visão se materializa em um amplo plano de metas em seus três eixos (Produzir, Conservar e Incluir), construído em um processo participativo integrando as agendas de atores públicos, privados e da sociedade civil.

A PCI visa criar um ambiente de mercado seguro para produtores, compradores e investidores com bases sólidas para o desenvolvimento sustentável inclusivo. Para implementar essa estratégia, foi publicado o Decreto nº 468, de 31 de março de 2016, criando a sua estrutura de governança por meio do Comitê Estadual de Estratégia: Produzir, Conservar e Incluir - CEEPCI.

Foram criados mecanismos de implementação da estratégia Produzir, Conservar e Incluir no âmbito da Administração Pública Estadual por meio do Decreto 46 de 27 fevereiro de 2019, com a coordenação geral da Estratégia PCI e as demais Secretarias de Estado coordenando cada Eixo Temático: Eixo Produzir: Secretaria de Estado de Desenvolvimento Econômico - SEDEC; Eixo Conservar: Secretaria de Estado do Meio Ambiente - SEMA; Eixo Incluir: Secretaria de Estado de Agricultura Familiar – SEAF; Planejamento: Secretaria de Estado de Planejamento e Gestão – SEPLAG.



De acordo com o Decreto 46/2019:

"A PCI se constitui instrumento de planejamento do Estado de Mato Grosso, tendo por objetivo a expansão e aumento da eficiência da produção agropecuária e florestal, a conservação dos remanescentes de vegetação nativa, recomposição dos passivos ambientais e a inclusão socioeconômica da agricultura familiar e populações tradicionais"

As metas do Instituto PCI para 2030 são as seguintes:

#### Eixo Produzir

- Aumento da produtividade pecuária incluindo a recuperação de 2,5 Mha de áreas de pastagem de baixa produtividade
- Ampliar a área de grãos em áreas de pastagens degradadas de 9,5 para 14,7 Mha até 2030
- Expandir a área sob manejo florestal sustentável para 6 Mha
- Ampliar a área de florestas plantadas em áreas já abertas para 800 mil ha
- Aumentar a produção de biocombustíveis para 13 milhões de m<sup>3</sup> até 2030

#### Eixo Conservar

- Manter 60% da cobertura de vegetação nativa no Estado de Mato Grosso, reduzindo em 90% o desmatamento na floresta e 95% no cerrado até 2030, tendo como referência a linha de base: 2001-2010 (PRODES),
- Eliminar a extração ilegal de madeira até 2030
- Conservar 1Mha de área sujeita a desmatamento legal
- Reduzir os incêndios florestais em 30% em relação ao período de referência (28.300 focos de calor) até 2030
- Cadastrar e validar o cadastro ambiental rural (CAR) de 90% dos imóveis rurais (até 2024)
- Regularizar 1 Mha (100%) de Área de Preservação Permanente (APP) e 5,8 Mha (100%) de Reserva Legal (RL) degradada, sendo 1,9 Mha por restauração até 2030

#### Eixo Incluir

- Obter 100% de adesão dos municípios ao SEIAF até 2030
- Aumentar o Valor Bruto da Produção (VBP) da agricultura familiar
- Ampliar a participação dos produtos da agricultura familiar nos mercados institucionais para 30%
- Aumentar o acesso ao crédito para agricultura familiar para R\$ 1,3 bilhão
- Realizar a regularização fundiária de 70% dos lotes da agricultura familiar

A IDH está procurando um/a Diretor/a Executivo/a para o Instituto PCI, que será responsável pela implementação do plano de ação PCI orientado para atingir as metas acima mencionados.



### 3. Atribuição

#### Objetivos

O Diretor Executivo atuará como diretor do Instituto PCI e será responsável pela Implementação das ações da PCI. Isso inclui:

1. Levantar recursos de fontes públicas e privadas em nível nacional e internacional, tanto para o Instituto PCI quanto para a estratégia PCI por meio de submissões conjuntas com parceiros locais.
2. Dirigir o instituto e representar institucionalmente questões econômicas, administrativas e legais da instituição a nível nacional e internacional
3. Contratar e supervisionar a equipe do instituto PCI e prestadores de serviços terceirizados.
4. Coordenar o Comitê de Monitoramento da PCI para garantir que todas as metas do PCI sejam monitoradas anualmente.
5. Supervisionar os pactos regionais do PCI, bem como trabalhar com parceiros locais para criar novos pactos regionais.
6. Implementar mecanismos de Monitoramento e Avaliação (M&A) para o Instituto PCI de forma a garantir a transparência e credibilidade para doadores e investidores.
7. Informar as negociações e prestar contas aos fundadores e investidores da PCI;
8. Manter documentos e informações acessíveis para consulta e esclarecimento do Comitê de Administração;
9. Relatar eventuais riscos, oportunidades, ameaças ao PCI e suas estratégias e ao estado;
10. Cumprir e fazer cumprir as normas, regulamentos e boas práticas de transparência, gestão e sigilo.

#### Responsabilidades do diretor executivo:

1. Trabalhar para melhorar a **governança da estratégia do PCI** junto ao Conselho de Administração e parceiros da PCI para:
  - a. Ampliar o escopo e a rede de instituições participantes da iniciativa, envolvendo novos parceiros de todos os setores da estratégia
  - b. Garantir a realização de discussões relevantes para que a estratégia PCI continue a ser um espaço relevante de negociação e consenso para todos os intervenientes no território
  - c. Mapear, analisar e compartilhar tendências, riscos e oportunidades para a estratégia PCI, bem como qualquer progresso em sua implementação
  - d. Garantir que haja um fluxo adequado de informações em todos os níveis de tomada de decisão
  - e. Atuar como porta-voz do Programa PCI, garantindo a representação do PCI em todos os níveis de engajamento das partes interessadas.
2. Garantir que o progresso da estratégia PCI seja devidamente **monitorado e reportado**:



- a. Supervisionar o trabalho do Comitê de Monitoramento do PCI, incluindo (i) coleta de dados, (ii) identificação de ações prioritárias para acelerar a implementação das metas, (iii) relatar e comunicar o progresso;
  - b. Identificar, contratar e supervisionar estudos e análises para aprimorar o acompanhamento das metas.
3. Supervisionar as **atividades operacionais** do Instituto PCI e delegar responsabilidades em relação às operações do dia a dia para garantir que:
  - f. Os objetivos estabelecidos para a organização sejam alcançados
  - g. A instituição recrute, retenha e apoie funcionários da mais alta qualidade
  - h. Os processos de contratação, desenvolvimento pessoal e avaliação sejam justos, equitativos e transparentes;
  - i. Os contratos e as estruturas salariais sejam negociados de forma clara e justa, seguindo princípios éticos e de transparência;
  - j. Garanta a conformidade de todos os aspectos regulatórios do Instituto PCI de acordo com o Estatuto legal do PCI
4. Melhorar a **captação de recursos e saúde financeira** do Instituto PCI através de:
  - a. Promover a agenda de engajamento corporativo e facilitar o envolvimento do setor privado com a PCI por meio de webinars, eventos, matchmaking de projetos pré-competitivos por meio do PCI Pitchbook
  - b. Desenvolver uma agenda de comércio de carbono para ajudar a aumentar o financiamento de projetos de conservação florestal e agricultura sustentável para a estratégia PCI
  - c. Trabalhar com doadores, Governo de Mato Grosso e especialistas para capacitar e preparar o Instituto a administrar fundos nacionais e internacionais;
  - d. Desenvolver expertise em mecanismos via *blended finance*;
  - e. Supervisionar as atividades fiscais, incluindo orçamento, relatórios e auditoria.
5. Trabalhar para aumentar a **relevância política e a visibilidade** da estratégia PCI por:
  - a. Articulação de parcerias e acordos desde o nível municipal e regional (ou seja, os “Pactos Regionais do PCI”) até o nível nacional e internacional
  - b. Facilitar as relações existentes com os Pactos Regionais existentes, incluindo a contratação e supervisão de pessoal local e contratação de consultorias;
  - c. Ampliar a participação em fóruns de interesse para abordagens jurisdicionais como por exemplo o *Amsterdam Declarations Partnerships, Collaborative Soy Initiative, Tropical Forest Alliance*.

### Duração

A atribuição está prevista para começar em junho de 2023 e terminar em maio de 2024. A intenção da IDH ao contratar o consultor para esta atribuição é estabelecer uma colaboração



de longo prazo além da duração inicial do contrato. Após avaliação da colaboração e dos resultados, a IDH pode oferecer ao Consultor uma extensão do contrato.

### *Entregas*

O diretor executivo selecionado será avaliado trimestralmente. O Diretor Executivo, portanto, apresenta relatórios trimestrais sobre a execução das atividades e seus resultados, nas datas específicas acordadas entre a IDH e o Diretor Executivo.

## **4. Procedimento para a Seleção**

### **4.1 Critério de Seleção**

#### ***Perfil do Consultor***

#### **Formação e Experiência**

- Mestrado (preferencialmente) em Economia, Ciência Política, Agrofloresta, Agronomia, Geografia, Relações Internacionais ou áreas afins.
- Pelo menos 5 anos de experiência em cargos de gestão e/ou de liderança como gerente e/ou coordenador de projetos.
- Português e Inglês fluente e conhecimento em outras línguas sendo um diferencial
- Experiência de trabalho em organizações multinacionais ou internacionais, demonstrado capacidade de integrar e coordenar várias áreas de trabalho.
- Conhecimento em Agricultura, Economia, Mecanismos Financeiros Internacionais e Nacionais, Conservação Florestal e Ambiental e Políticas de Inclusão Social.
- Conhecimento e experiência em planejamento, implementação, gerenciamento e avaliação de projetos e doações
- Experiência de trabalho multisetorial envolvendo várias partes interessadas e implementação de mecanismos de boa governança
- Boa capacidade de negociação, gestão e resolução de conflitos
- Experiência e/ou histórico sólido (de preferência) em captação de recursos

#### **Habilidades e Competências Críticas**

- Capacidade de acompanhar os cenários político e econômico internacional e seus potenciais impactos no Brasil, principalmente nas cadeias produtivas de commodities
- Compreender as tendências e requisitos relativos à captação de recursos e mecanismos financeiros internacionais com e sem fins lucrativos
- Capacidade de construir propostas de valor para empresas e investidores do setor privado e envolver diversas partes interessadas seguindo uma abordagem empreendedora
- Capacidade de lidar com situações exigentes e críticas onde possam surgir conflitos de interesse
- Excelentes habilidades de comunicação oral e escrita em português e inglês
- Capacidade e vontade de se comunicar com diversos públicos e interagir e colaborar com várias partes interessadas



- Altamente motivado para liderar, apoiar e envolver as partes interessadas em territórios mais sustentáveis e equitativos

Para os requisitos da Proposta, consulte a Seção 5 abaixo.

#### 4.2. Processo de Seleção

O procedimento será como segue:

6. Publicar a licitação e/ou convidar os prestadores de serviços a apresentar uma proposta com base neste TdR.
7. Avaliação das propostas pelo presidente do comitê de avaliação. A comissão de avaliação avaliará as propostas com base nos critérios de exclusão, seleção e decisão publicados no presente Termo de Referência
8. Seleção de candidatos para uma entrevista online, se necessário.
9. Decisão sobre a seleção do prestador de serviços.
- 10.** Reunião inicial com o provedor de serviços selecionado.

O cronograma abaixo indica os cronogramas para o procedimento de licitação:

<b>Processo de licitação</b>	<b>Cronograma</b>
TdR publicado	02/05/2023
Prazo para apresentação das propostas**	31/05/2023
Entrevistas	05/06/2023 a 09/06/2023
Seleção de um consultor	14/06/2023
Início dos serviços	26/06/2023

\*\* As propostas apresentadas após o prazo serão devolvidas e não serão consideradas no procedimento de licitação.

Após transcorrido o prazo para apresentação de uma proposta, a comissão de avaliação avaliará as propostas.

As propostas serão primeiramente analisadas em relação à sua totalidade:

- A ausência dos documentos citados na Seção 6 deste documento pode levar à exclusão de participação no processo de licitação. Este também será o caso quando os requisitos mínimos indicados nestes TdR não sejam atendidos.
- Caso a proposta esteja completa, a comissão de seleção avaliará a proposta com base no critério mencionado na seção 6.





A atribuição será concedida ao prestador de serviços com a proposta economicamente mais vantajosa. Isso será determinado com base nos critérios de avaliação preço e qualidade.

A IDH rejeitará a proposta caso qualquer prática ilegal ou corrupta tenha ocorrido em associação à concessão ou ao processo de licitação

## **5. Requisitos da proposta**

A IDH está solicitando aos prestadores de serviços que entreguem uma proposta de no máximo 4 páginas (excluindo biografias de empresas, CVs, amostras de trabalhos e referências). A proposta deverá ser entregue em uma versão do MS Word ou PowerPoint juntamente com uma versão em PDF para facilitar uma eventual cópia e colagem de conteúdo necessária durante a avaliação

A proposta deve incluir, no mínimo:

### Conteúdo:

- g. Uma abordagem sucinta e bem documentada considerando os requisitos estabelecidos nestes TdR. Solicitamos que a estrutura da proposta corresponda tanto quanto possível aos critérios de seleção
- h. Máximo de três referências de e uma amostra de trabalhos anteriores relevantes para os deliverables previstos neste TdR
- i. Uma visão geral do consultor, incluindo o CV
- j. Expectativa salarial em Euros (excluindo IVA)
- k. Declaração sobre o motivo da exclusão (veja seção 7 abaixo)
- l. Declaração de aceitação (consulte o Anexo 3)

A proposta deverá ser enviada para Alex Schmidt em [schmidt@idhtrade.org](mailto:schmidt@idhtrade.org) antes de 31/05/2023 às 18h (horário de Brasília).

## **6. Verificação e ponderação**

A atribuição será concedida ao prestador de serviços com a proposta economicamente mais vantajosa. A proposta economicamente mais vantajosa será determinada com base nos critérios de avaliação de preço e qualidade.

### Motivos para exclusão

- 3. Os prestadores de serviços poderão ser excluídos da participação no presente concurso caso:



- f) se encontrem em situação de falência ou em processo de liquidação, tiverem seus negócios sob administração judicial, tiverem entrado em acordo com os credores, tiverem suspenso as atividades comerciais, estiverem sujeitos a procedimentos relativos a essas questões ou estiverem sujeitos a qualquer situação análoga decorrente de um procedimento similar previsto na legislação ou regulamentação nacional;
- g) eles ou pessoas com poderes de representação, de decisão ou de controle sobre eles tenham sido condenados por uma infração relativa à sua conduta profissional, por sentença que tem força de trânsito em julgado;
- h) tenham sido considerados culpados de má conduta profissional grave comprovada por qualquer meio que a IDH possa justificar;
- i) não tenham cumprido obrigações relativas ao pagamento de contribuições à seguridade social ou pagamento de impostos de acordo com as disposições legais do país em que estão estabelecidos, ou com as leis da Holanda ou do país onde o contrato deve ser executado;
- j) eles ou pessoas com poderes de representação, de tomada de decisão ou de controle sobre eles tenham sido condenados por sentença transitada em julgado por fraude, corrupção, envolvimento em organização criminosa, lavagem de dinheiro ou qualquer outra atividade ilegal.

**Os prestadores de serviços devem confirmar por escrito que não se encontram inseridos em nenhuma das situações descritas acima.**

4. Os prestadores de serviço não podem fazer uso de trabalho infantil ou trabalho forçado e/ou praticar discriminação e devem respeitar o direito à liberdade de associação e o direito de se organizar e participar em negociações coletivas, de acordo com as convenções fundamentais da Organização Internacional do Trabalho (OIT)

#### Pontuação e ponderação

Os critérios de avaliação são comparados e ponderados de acordo com o procedimento abaixo. Trata-se de um esboço geral da metodologia de pontuação e uma explicação de como o prestador de serviços pode demonstrar a conformidade com os requisitos.

#### *Etapa 1- Qualidade do Critério*

Serão atribuídas notas de avaliação para cada um dos componentes. A comissão de avaliação pontuará cada componente por unanimidade.

A proposta será avaliada com base nos seguintes critérios de seleção:



Componente		Critérios	Classificação máx.
1	<b>Proposta geral</b>	A medida em que a proposta atende aos requisitos estabelecidos na Seção 3 acima e em todo este documento.	<b>5</b>
2	<b>Histórico</b>	O grau em que o prestador do Serviço apresenta o nível de especialização e conhecimento necessário para cumprir os requisitos tanto como membro da equipe quanto como empresa.  O conhecimento sobre a abordagem de Territórios Sustentáveis e o PCI Mato - Grosso será considerado uma vantagem	<b>5</b>

O comitê de avaliação pontuará unanimemente cada componente atribuindo notas de 1 até a nota máxima, com a nota máxima representando um desempenho perfeito no componente e 1 representando um desempenho extremamente ruim no respectivo componente.

#### *Etapa 2 - Preço de critério*

Deve ser apresentado um preço em Euros (sem IVA).

O critério de avaliação é “o melhor preço para o nível de qualidade proposto” com nota máxima de 5.

#### *Etapa 3 - Ponderação*

A pontuação final será ponderada em 70% sobre a Qualidade e 30% sobre o Preço.

Se as pontuações dos prestadores de serviços forem iguais, a prioridade será baseada nas pontuações totais que foram dadas para o Critério de Qualidade. A tarefa será atribuída ao prestador de serviços que tiver recebido a pontuação mais alta para o Critério de Qualidade. Se a avaliação do Critério de Qualidade não levar a uma distinção, a pontuação para o componente “Proposta geral” será decisiva. Se isso não levar a uma distinção, a classificação será determinada pelo sorteio de lotes.

#### Decisão

Uma vez que a IDH tenha decidido a qual prestador de serviços pretende conceder a atribuição, uma notificação por escrito será enviada a todos os prestadores do Serviço participantes no processo de licitação.

O prestador do Serviço será contratado através de uma declaração de cessão, seguindo o modelo da IDH (Anexo 1).



## **7. Comunicação e Confidencialidade**

O prestador de serviços deverá assegurar que todos os seus contatos com a IDH, com relação à licitação, durante o processo de licitação aconteçam exclusivamente por escrito por e-mail para Alex Schmidt via [schmidt@idhtrade.org](mailto:schmidt@idhtrade.org). Assim, o prestador do Serviço fica explicitamente proibido, para evitar a discriminação dos outros prestadores de Serviços e para assegurar a diligência do procedimento, de ter qualquer contato com qualquer outra pessoa da IDH além da pessoa indicada na primeira frase deste parágrafo.

Os documentos fornecidos por ou em nome da IDH serão tratados de forma confidencial. O prestador do Serviço também exigirá confidencialidade de quaisquer partes com as quais se comprometa. Qualquer violação do dever de confidencialidade por parte do prestador do Serviço ou de seus terceiros contratados dará à IDH motivos para exclusão do prestador de Serviços, sem exigir qualquer aviso prévio por escrito ou verbal.

Todas as informações, documentos e outros dados solicitados ou fornecidos pelos prestadores do Serviço serão tratados com o devido cuidado e confidencialidade pela IDH. As informações fornecidas serão arquivadas como confidenciais após avaliação pela IDH. As informações fornecidas não serão devolvidas ao prestador do Serviço.

## **8. Isenção de responsabilidade**

A IDH se reserva o direito de atualizar, alterar, estender, adiar, retirar ou suspender o TdR, este procedimento de licitação, ou qualquer decisão relativa à seleção ou concessão de contrato. A IDH não é obrigada neste processo de licitação a tomar decisões sobre a concessão de contratos ou a concluir um contrato com um participante.

Os participantes no processo de licitação não podem exigir compensação da IDH, de quaisquer pessoas ou entidades afiliadas, de forma alguma, caso ocorra alguma das situações acima mencionadas.

Ao entregar uma proposta, os participantes aceitam todos os termos e ressalvas feitas neste TdR, e as informações e documentação subsequentes neste processo de licitação.

Este Termo de Referência foi redigido em inglês e português. No caso de quaisquer conflitos entre a versão em inglês e a versão em português, a versão em inglês do Termo prevalecerá e será o documento oficial quanto ao assunto aqui contido.

## **9. Anexos**

Anexo 1: Letter of Assignment

Anexo 2: IDH General Terms and Conditions for Services

Anexo 3: Statement of acceptance

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

### Scope of Services

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

This will result in the following deliverables:

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

## Payment

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

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

## Intellectual Property

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

## 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



**STICHTING IDH**  
**GENERAL TERMS AND CONDITIONS**  
**for services**

**Contents**

<b>I.</b>	<b>GENERAL CONDITIONS.....</b>	<b>1</b>
1.	DEFINITIONS.....	1
2.	APPLICABILITY OF THE IDH GENERAL TERMS AND CONDITIONS FOR SERVICES.....	1
3.	LIMITATION OF LIABILITY.....	2
4.	INDEPENDENCE.....	2
5.	FRAUD AND CORRUPTION.....	2
6.	CONFLICT OF INTEREST.....	2
7.	PRIVACY.....	2
8.	PROCESSING OF PERSONAL DATA.....	2
9.	ICSR.....	3
10.	COMPETITION COMPLIANCE.....	3
11.	SAFEGUARDING.....	3
12.	SPEAKUP.....	3
<b>II.</b>	<b>PERFORMANCE OF THE SERVICES.....</b>	<b>4</b>
13.	RESPONSIBILITIES OF THE CONTRACTING PARTY.....	4
14.	DELAYS, UNFORSEEN CIRCUMSTANCES, CHANGES TO THE SERVICES.....	4
15.	COMPLIANCE WITH LOCAL LAWS.....	4
16.	THIRD PARTY COMPLIANCE.....	4
17.	INSURANCES.....	4
18.	GOOD ADMINISTRATION.....	4
19.	RIGHT TO AN ADDITIONAL AUDIT.....	5
<b>III.</b>	<b>FINANCIAL CONDITIONS.....</b>	<b>5</b>
20.	FUNDING BY IDH.....	5
21.	EXCHANGE RATES.....	5
22.	TRANSFER OF FUNDS & PAYMENT CONDITIONS.....	5
<b>IV.</b>	<b>CONFIDENTIALITY.....</b>	<b>5</b>
23.	CONFIDENTIALITY.....	5
<b>V.</b>	<b>INTELLECTUAL PROPERTY.....</b>	<b>5</b>
24.	INTELLECTUAL PROPERTY.....	5
<b>VI.</b>	<b>TERM &amp; TERMINATION.....</b>	<b>6</b>
25.	TERM.....	6
26.	AMENDMENT & TERMINATION.....	6
<b>VII.</b>	<b>APPLICABLE LAW &amp; DISPUTE RESOLUTION</b>	<b>6</b>
27.	APPLICABLE LAW.....	6
28.	DISPUTE RESOLUTION.....	6

*These General Terms & Conditions for services of Stichting IDH (“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 Stichting IDH, the following definitions apply:

“IDH”: Stichting IDH, 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](#), 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](#) 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:

- a. process personal data in accordance with applicable laws and regulations regarding the processing of personal data, including but not limited to the GDPR;
- b. 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:

- a. 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.

### 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.*