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THE PARTIES:

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, in this matter duly represented by **[Mr./ Mrs. name representative]**, 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 Agreement as Annex 2 (the “**Proposal**”), which includes the approved budget and planning. The Services shall consist of the following:
 - I. **example**
 - II. **example**
 - III. **example**

The Services will result in the following deliverables:

 - A. **example**
 - B. **example**
 - C. **example**
4. The Services by the Consultant will be completed by **[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 the rates set out in the Proposal.
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 as follows:

	Invoice amount	Invoice date	Special conditions
First invoice	EUR XXX (50% of the total amount)	The first invoice may be sent after signing of this Agreement.	The first invoice includes an advance payment for any expenses included in the Proposal.
Second invoice	EUR XXX (50% of the total amount)	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 second invoice.

All invoices shall make specific reference to the contract number [insert ROSA 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. Only the actual costs incurred shall be reimbursed, therefore the Consultant may not charge VAT on top of the aforementioned 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).

Data Processing

13. If the provision of the Services involves the processing of personal data on behalf of IDH, the Parties shall enter into a separate Data Processing Agreement (“DPA”) that complies with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and any relevant local legislation. The DPA shall form an integral part of this Agreement, and in the event of any inconsistency between the terms of this Agreement and the DPA regarding data protection and processing, the terms of the DPA shall prevail. |

Exclusivity

14. Without prejudice to the Intellectual Property and Confidentiality rights and obligations contained in this Agreement, the Parties hereby acknowledge and agree that 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.
15. 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

16. The Agreement will be effective as from [insert date] and shall terminate automatically on [insert date], unless extended by the Parties in writing.
17. Any Party may terminate the Agreement before the end of the term of the Agreement, subject to 30 days written notice.
18. The rights and obligations of the Parties which by nature are meant to survive this termination, shall survive termination of the Agreement.

SIGNATURE PAGE FOLLOWS

SIGNED BY THE PARTIES FOR AGREEMENT:**For IDH**-----
Name: [name of representative] |

Position: [insert job title] |

Date: _____

For the Consultant-----
Name: [name of representative] |

Position: [insert job title] |

Date: _____

Attached to and integral part of this Agreement are:

Annex 1: IDH General Terms and Conditions for Services

Annex 2: Proposal '[insert name of the Proposal]'