



**Delete this page and any instructional comments before sharing with any external party**

## Instructions

### When to use this template?



To engage parties to provide short term services (e.g. hiring consultants), or to buy goods (e.g. products, such as laptops).

### How to fill in this template?



Request the relevant details from the Consultant by using the Detail Request Form for Letter of Assignments. Do not send the Consultant a draft version in Word or a version that still includes internal comments. The Consultant should only receive a final draft version in PDF format. (see link to Detail Request Form in the comment)



Fill in the template yourself by using the completed Detail Request Form to fill in the highlighted text in brackets.



Amend the template where needed to fit your specific situation. If there is a need to amend any standard clauses in the template, please consult your legal counsel.

### 1. Before sending the completed draft to the Consultant, please check :

- Have all details been filled in correctly?
- Have specific donor requirements been reflected in the Letter of Assignment (if relevant)?
- Does the Proposal include a detailed description of the Services so it is clear what IDH is paying for and how you will assess if the quality of the Services or deliverables is enough to approve and pay?
- Does the budget in the Proposal meet the budget criteria in the Finance checklist for LoA's?
- Has the final draft been approved by your Program Controller?
- Have you included the Salesforce number in the footer?
- Have all internal comments and this Instruction Letter been deleted?
- Have all highlights been removed from the document?
- Have you checked spelling and grammar?
- Have you saved the completed draft as a PDF file?

### 2. What do I send to the Consultant after completing the above checklist ?

- The Consultant should receive a package of all documents connected to the contract (all in PDF):
  - Completed final draft contract (PDF)
  - General Terms and Conditions for Services
  - Project Proposal (incl. approved Budget overview and KPI table)
- If the Consultant has comments, amend the contract in consultation with Finance/Legal (and PM/PD) where appropriate. When the Project Partner agrees with the final draft, proceed with the approval process in Salesforce.

### 3. What are the next steps after the Consultant has agreed to the final draft ?

- After agreeing on a final version with the Consultant, the Letter of Assignment is ready to be submitted on SalesForce for approval by the Program Controller, Legal Counsel, Program Director and Executive Board.
- Before you submit for approval, please check if:
  - You have removed the disclaimer on the first page and the draft watermark?
  - You have made sure that all annexes mentioned in the contract are:
    - Included in the annex list on the signature page?
    - Are uploaded in Salesforce prior to submitting for approval?
- After the contract has been approved, please use Salesforce and Docusign to have the contract signed. Make sure to select ALL annexes and the Letter of Assignment itself, so the annexes are also sent to all signers.

For questions please contact legal

For guidance on all steps in the contracting process

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

**LETTER OF ASSIGNMENT  
("AGREEMENT")**

THE PARTIES:

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

**Name Partner**, a form of legal incorporation under the laws of name country, registered with the name National Company 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 legal 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. service
  - II. service
  - III. service

This will result in the following deliverables:

- I. deliverable
- II. deliverable
- III. deliverable

**Commented [FP1]:** If the Consultant is a natural person (individual) and is not contracting with a legal entity, please include: "[Full Name Partner], a natural person with a [Country] nationality and passport number [passport number], born on [date of birth] and residing at [official address]"

4. The Services by the Consultant will be completed before date.
5. The Consultant hereby agrees that the Services under this Agreement shall actually be performed by the following project team: insert name(s). Notwithstanding the individual(s) assigned to the Services, the Consultant remains responsible and liable for the Services under this Agreement.
6. In reference to and in addition to article 12.1 of the IDH General Terms and Conditions, the Parties are obliged to promptly inform each other and consult with each other regarding any (suspected) changes in circumstances or irregularities that may affect the implementation of the Project, and/or affect compliance with the Agreement. Such notifications should include the financial interests involved (if applicable) as well as mitigating measures taken. If any (suspected) changes in circumstances or irregularities, including but not limited to epidemics such as Covid-19, lead to any delay in the implementation of the Project, IDH shall have the right to adjust the instalment schedule.

**Commented [KH2]:** Optional. Only include this paragraph when relevant for this Letter of Assignment. Otherwise, please delete.

#### Payment

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

|                 |                     |
|-----------------|---------------------|
| Bank Name:      | Name bank + country |
| Account Name:   | •                   |
| Account Number: | •                   |

Routing/ABA Number: •  
SWIFT Code: •

**Commented [FP3]:** Deviations to the Intellectual Property (IP) Section (article 12 and 13) can only be made with legal approval. The IP arrangements relate to agreements IDH has made with its donors. If you believe edits to the IP clauses are appropriate, please discuss with your legal counsel.

**Intellectual Property**

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

**Duration**

- 14. The Agreement will be effective as from date and shall terminate automatically on date, unless extended by the Parties in writing.
- 15. Any Party may exit the Agreement before the end of the term of the Agreement, subject to 30 days written notice.
- 16. In reference to article 24.2 of the IDH General Terms and Conditions, the Parties acknowledge that IDH is an organization that is dependent on funding from multiple institutional donors. In the event IDHs institutional donors terminate, end or materially change their funding of IDH, the Parties reserve the right to terminate the Agreement with immediate effect and without the risk of incurring liability for damages or compensation.
- 17. The rights and obligations of the Parties which by nature are meant to survive this termination, shall not terminate on this date.

**SIGNATURE PAGE FOLLOWS**



**SIGNED BY THE PARTIES FOR AGREEMENT:**

**For IDH**

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Name: Mrs. Céline Bouquet /Mr. Joost Oorthuizen  
Position: COO/CEO  
Date: \_\_\_\_\_

**For the Consultant**

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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

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