CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) is made and entered into effective this XX day of XXX, 20XX (the “Effective Date”) and is by and between the INTERNATIONAL INITIATIVE FOR IMPACT EVALUATION, INC. (“3ie”), a Delaware nonstock corporation; and XXXX XXXXXX, an XXXX, XX (United States) resident (the “Consultant”).

THE PARTIES AGREE:

1. Services.

   (A) The Consultant agrees to perform for 3ie those services (the “Services”) described in Section 1(B) of this Agreement, under the direction of the Deputy Director in charge of the Washington DC Office (the “Deputy Director”) of 3ie and/or the Deputy Director’s authorized designee(s). 3ie shall set work priorities for the Services. In addition, the Consultant shall report to the Deputy Director and her designee(s) with respect to the progress of, and activities taking place with respect to, the Services.

   (B) The Consultant will conduct tasks including in Exhibit 1.

2. Term. Unless terminated earlier as provided in this Agreement, the Consultant shall perform the Services for 3ie during the term beginning as of the Effective Date and ending December 31, 2014 (the “Term”).

3. Compensation, Expenses, Receipts.

   (A) The Consultant will invoice 3ie for time and expenses incurred in providing advising services up to a maximum allowable for the contract. The Consultant will be paid an hourly rate of $125. The maximum will be based on 200 hours of work and $10,000 for travel. The consultant can invoice as frequently as monthly but not less frequently than quarterly for the time and expenses incurred since the previous invoice. Each invoice must be submitted to 3ie with an activities report (in English) and supporting documentation for time and expenses. The final invoice must include a document (in English) for publication on the 3ie website summarizing the impact evaluation objectives and design.

   (B) The Consultant’s invoices shall be due and payable by 3ie within fifteen (15) days after their receipt by 3ie, subject to the provisions of Section 3(A). Payments will be made by direct wire to a bank account in the name of the Consultant or by check mailed to the Consultant’s address. The Consultant will be responsible for paying any fees associated with wiring the payments outside of the United States.

   (C) The hourly rate of US$125 is intended to cover incidental expenses outside of those expenses listed in the Consultant’s budget or related to any approved travel. If the Consultant anticipates significant expenses, he should obtain approval from the Deputy Director for those expenses in advance of incurring them. If approved
expenses are incurred, the Consultant shall submit a detailed statement of expenses with his next invoice. Claims for reimbursement of any single expenditure of Twenty-five Dollars ($25.00) or more must be supported by appropriate receipts. All receipts must be originals.

(D) The Consultant will abide by the Travel Policy for Consultants to 3ie, Inc. included as Exhibit 2.

4. **Independent Contractor Status.**

   (A) The Consultant shall not be an employee of 3ie within the meaning of any worker's compensation law, the Social Security Act, federal or state tax laws or any other federal or state law. 3ie shall not be responsible for the payment of employment taxes, insurance, pensions or other benefits or compensation of any kind whatsoever to the Consultant. The Consultant agrees to indemnify and hold 3ie harmless from and against any costs, fees, expenses, liabilities or penalties associated with any plan or arrangement for the withholding or payment of income taxes, social security payments, worker's compensation payments or similar payments based on the assertion that the Consultant is an employee of 3ie.

   (B) The Consultant shall have no authority to obligate 3ie to any third party without the prior written consent of 3ie. Except as expressly set forth herein, the Consultant will be solely responsible for determining the means and methods for performing the Services. The Consultant will determine the time, place and manner in which the Consultant will provide the Services within the overall schedule established by 3ie. 3ie shall not provide any office space, secretarial services or other support for the Consultant's Services.

   (C) The Consultant shall not perform the Services under this Agreement within the United States or its territories, including traveling to the United States or its territories to carry out the Services, unless the Consultant is authorized under applicable laws to perform the Services within the United States or its territories (i.e. through citizenship or employment authorization granted by US immigration authorities).

5. **Standard of Performance.** The Consultant shall perform the Services with that standard of care, skill and diligence normally provided by professional persons in the performance of similar services. The Consultant understands that 3ie will be relying upon the accuracy, competence, and completeness of the Services and will be utilizing the results of such Services in 3ie’s business.

6. **Work Product.** All written work, research, graphics, documentation and materials generated by the Consultant pursuant to this Agreement (collectively, the “Work Product”) shall be the sole and exclusive property of 3ie either by operation of the “work for hire” doctrine to the extent it is applicable or by assignment without additional compensation of all rights of copyright from the Consultant at such time as 3ie may request. No Work Product shall be used by the Consultant for any further activities not associated with, or specifically preauthorized in writing by, 3ie. 3ie shall have complete control and authority over the content and quality of all Work Product that may be generated by the Consultant under this Agreement and may reject or modify such Work Product for any reason whatsoever. All original documents, exhibits, samples or other
materials provided by 3ie to the Consultant in connection with the Services to be performed by the Consultant under this Agreement shall remain the property of 3ie, and shall be returned to 3ie immediately upon request.

7. **Confidentiality.** Except as expressly provided in this Agreement and except as may be required by court order or by other compulsory process of law, the Consultant and its employees and agents shall hold in strict confidence and shall not disclose any Work Product and/or any information received or obtained by the Consultant from 3ie. The Consultant shall indemnify and hold harmless 3ie from any and all claims, damages, losses or expenses, however incurred, occasioned by the use of any Work Product or other information by the Consultant contrary to the provisions of this Agreement. This Section 7 shall survive the termination of this Agreement.

8. **Compliance with Laws.** The Consultant shall at all times comply with all laws, regulations, and ordinances applicable to the performance of the Services. The Consultant shall indemnify and hold harmless 3ie from any claim, demand, liability, expense, penalty, damage or cost (included, but not limited to, attorneys’ fees and court costs) arising from the Consultant’s breach of this Section 8.

9. **Termination.** This Agreement may be terminated as follows:

   (A) By either party without cause by giving the other party fifteen (15) days written notice of such intention to terminate. If 3ie should terminate this Agreement pursuant to this Section 9(A), Consultant shall continue to render the Services required by this Agreement, unless 3ie otherwise notifies the Consultant, during such fifteen-day period and the Consultant’s compensation shall continue as provided herein to the effective date of termination. If the Consultant exercises his/her right to terminate this Agreement pursuant to this Section 9(A), Consultant’s rights to compensation shall be dependent upon his/her continuing to provide the Services during such period.

   (B) By either party for breach of this Agreement by the other party at any time, and in the event of such termination pursuant to this Section 9(B), this Agreement shall terminate immediately.

   (C) By mutual agreement at any time.

10. **Notices.** Any notices to be given by either party to the other pursuant to this Agreement may be effected either by personal delivery in writing, by guaranteed overnight delivery, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change the address upon written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed or overnighted notices shall be deemed communicated as the date received.

11. **Applicable Laws and Jurisdiction.** This Agreement shall be governed by, construed and enforced according to the laws of the District of Columbia. Any legal action entitled to be taken by 3ie or the Consultant arising out of this Agreement shall be filed exclusively within the courts of the District of Columbia and the Consultant consents to, and agrees not to contest, the jurisdiction of such courts for the purposes of any such action.
12. **Miscellaneous.** The terms of this Agreement may be amended or modified only by the written agreement of the parties. The waiver by any party of a breach of any provision of this Agreement shall not operate as a waiver of a breach of any other provision of this Agreement by any party. Because personal services are the subject of this Agreement, this Agreement shall not be assigned without the prior written consent of all parties, which consent may be withheld for any reason whatsoever, except that 3ie shall have the absolute right to assign the Agreement to a successor or related entity. If any term, condition or provision of this Agreement or the application thereof to any party or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each other term, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement contains the entire agreement between the parties and no other statements or promises, whether written or verbal, is valid or binding with respect to the subject matter hereof.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

INTERNATIONAL INITIATIVE FOR IMPACT EVALUATION, INC.

By: __________________________________________
    Annette N. Brown, Deputy Director

3ie’s Address:
3ie Inc.
1625 Massachusetts, NW
Suite 450
Washington DC 20036

Telephone:
(1) 202 629-3939

CONSULTANT

____________________________________________

Consultant’s Social Security Number:
XXX XX XXXX
Consultant’s Address:
1234 Main Street
Everytown, AA USA
Consultant’s Telephone:
XXX XXX XXXX
Exhibit 1. Background and Scope of Work

SINERGIA is the national Colombian system for M&E of public policies. SINERGIA’s impact evaluations are typically conducted by Colombian research organizations or consulting firms under contract to SINERGIA. 3ie’s expert adviser grants are designed to provide advice and capacity building to one or more of these organizations as they design and initiate an impact evaluation for SINERGIA, in addition to providing some support to SINERGIA in the selection of the organization.

3ie expert adviser grants are intended for implementing agencies that are already commissioning impact evaluations, but where the local capacity to undertake these commissioned studies is still developing. Expert advisors are expected to ensure the quality of the impact evaluations they support as well as to build the capacity of the local organization through learning by doing.

Scope of Work

The expert advisor will provide advice and assistance to the Colombian research organization that is conducting SINERGIA’s impact evaluation of the “Family housing subsidy in kind (100 thousand free housing units)” project. This individual consulting contract is intended to cover the expert adviser’s time and travel expenses for working directly with the local research organization.

Responsibilities for the External Adviser may include:

- Assisting SINERGIA with selecting a research organization to conduct the impact evaluation, including scoring and evaluation of applicants
- Traveling to Colombia to assist the contracted research organization in designing the impact evaluation
- Capacity building exercises (trainings, workshops, etc.) with the contracted research organization
- Advising the contracted research organization on a rigorous impact evaluation identification strategy
- Developing and/or providing comments on survey instruments and roll out of baseline data collection

Responsibilities for the External Adviser will not include:

- Producing any deliverables under the local research organization’s contract with SINERGIA
- Acting as the principal investigator for the impact evaluation

3ie will identify the contact person whom the expert adviser will work with at both SINERGIA and the selected research organization. After the contact person on the research organization is identified the expert adviser will no longer communicate with SINERGIA about the project. With mutual agreement, the expert adviser may join the research team and participate in the analysis portion of the impact evaluation. The expert adviser is expected to work with the research organization and agree on authorship of any academic publication independent of this advisory relationship.
Exhibit 2. 3ie Travel Policy for Consultants to 3ie, Inc.

3ie Travel Policy for Consultants to 3ie, Inc.

A. Flights

Tickets for consultants under contract to 3ie, Inc. are to be issued by the 3ie travel agent and will be economy class. The 3ie travel agent will strive to avoid stopovers, reduce total travel time, and minimize the number of transfers. If a consultant desires a different itinerary than the one offered by the 3ie travel agent for any reason, he/she may elect to purchase his/her own ticket and be reimbursed the cost upon submission of receipt and boarding passes up to the price of the itinerary offered by the 3ie travel agent.

B. Visas

Consultants are responsible for determining when they need visas, whether entry or transit, and for obtaining necessary visas. Upon the consultant’s request, 3ie will assist in obtaining necessary visa invitation letters or other documentation to the extent it has the authority.

C. Hotel accommodation

The policy allows for a standard single room for a maximum of US $175 plus taxes for all cities. Consultants should make bookings directly and submit itemized receipts for reimbursement.

In cases where hotel accommodation is available free of charge, for example if hotel accommodation is provided as part of conference registration or when an airline provides a hotel room due to a flight cancelation, consultants must accept the free accommodation unless there is a compelling reason not to.

It is the traveler’s responsibility, while en route, to ensure that hotel reservations are cancelled or amended as soon as it has been determined that such reservations will not be required or needs to be amended.

The consultant should strive to make bookings in hotels that include free internet. If such accommodation is not available within the allowable maximum, the consultant may claim separate reimbursement for internet charges at the hotel for which the accommodation claim is made upon submission of itemized receipt.

D. Meals allowance

Consultants may be reimbursed for meals upon submission of receipts up the maximum allowable per meal type. Alcohol expenses are not allowable and must be deducted from meals expense claims.

Lunch – US$28

Dinner – US$36
If breakfast is not included in the hotel room rate, the maximum allowable reimbursement for breakfast upon submission of receipt is US$15. Reasonable incidental expenses are reimbursable upon submission of receipts up to US$16 per day.

E. Local transportation

Consultants can claim actual taxi fares for airport pick up and drop or other official purpose. All claims need to be supported with a taxi receipt, however, in case taxi receipt is not available, then a self-certified receipt can be submitted by the consultant to claim the reimbursement up to US$20 per ride.

Consultants may also claim expenses for public transportation using receipt, if available, or self-certified receipt.

F. Other travel expenses

Any other travel expenses must be approved in advance by the 3ie Executive Director or a 3ie Deputy Director prior to the expense being incurred in order to be reimbursable.