



International Initiative for Impact Evaluation (3ie)
Email: 3ie@3ieimpact.org
Web <http://www.3ieimpact.org>

INSTITUTIONAL CONSULTING CONTRACT

THIS CONSULTING CONTRACT (the “Contract”) is made and entered into effective this **DATE** day of **MONTH, YEAR** (the “Effective Date”) and is by and between the **INTERNATIONAL INITIATIVE FOR IMPACT EVALUATION, INC.** (“3ie”), a Delaware nonstock corporation; and **NAME OF INSTITUTION**, with a principal place of business at (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 Contract. 3ie shall set work priorities for the Services. In addition, the Consultant shall report to the Deputy Director in charge of the Washington DC Office of 3ie (the “Deputy Director”) or her designee(s) with respect to the progress of, and activities taking place with respect to, the Services.

(B) The Consultant will conduct a replication study including the following tasks:

- Adhere to the 3ie Replication Contracts Notification and Communications Policy included as Exhibit 1.
- Obtain the necessary data and programming code or other documentation in order to conduct a replication study of **paper citation**.
- Conduct the replication study of the paper according to the Consultant’s replication plan, included as Exhibit 2 to this contract and to be revised as a deliverable for the first tranche payment.
- Write a draft replication study.
- Revise the draft replication study according to the comments received from 3ie, which include comments from external referees.

2. Term. Unless terminated earlier as provided in this Contract, the Consultant shall perform the Services for 3ie during the term beginning as of the Effective Date and ending **Month Day, Year** (the “Term”).

3. Qualifications of Personnel.

(A) **[include the name(s) of specific employee(s) of Consultant who will work on project]** is a key person who is essential to performing the Services or producing or creating deliverables, as provided in Section 4(A) below (the “Deliverables”). In the

event [he/she] terminates [his/her] relationship with Consultant, 3ie, at its sole discretion, may terminate this Contract immediately without any obligation to compensate Consultant for any Services or Deliverables not performed or completed at time of such termination. If 3ie chooses not to terminate this Contract, [he/she] shall be replaced by an individual satisfactory to 3ie. 3ie reserves the right to review the qualifications of personnel selected by Consultant to perform Services or produce or create Deliverables. At 3ie's request at any time, Consultant agrees to remove from the performance of Services or the production or creation of Deliverables any person who, in 3ie's sole opinion, is unacceptable or uncooperative, or who is not qualified to perform Services or produce or create Deliverables or who has performed Services or produced or created Deliverables in an unsatisfactory manner. Consultant also agrees to provide promptly a qualified replacement for any person so removed who is satisfactory to 3ie. 3ie shall not be required to pay for training such replacement.

4. Compensation, Expenses, Receipts.

(A) For satisfactory performance of the Services, 3ie shall pay the Consultant a fixed total amount of US\$XX paid in three tranches against Deliverables subject to approval as described in the schedule.

	Date deliverables due	Deliverables	Amount
Tranche 1	Effective date plus three calendar months	<ul style="list-style-type: none"> • Verification that the necessary data and other documentation have been received • Revised replication plan 	20%
Tranche 2	Effective date plus nine calendar months	<ul style="list-style-type: none"> • Draft replication report • Activities report 	40%
Tranche 3	Effective date plus eleven calendar months (or 30 days after receipt of 3ie comments on draft replication, whichever is later)	<ul style="list-style-type: none"> • Final replication report, incorporating comments from 3ie • Technical briefing as described in Section 7(E) • Activities report 	40%

Payments will be made by direct wire to a bank account in the name of the Consultant or by check denominated in U.S. dollars mailed to the Consultant's US address, if available. The Consultant shall be responsible for any wire or exchange rate fees associated with receiving the payments.

(B) The Consultant shall submit to the Deputy Director or her designee with each Deliverables submission (i) an invoice for the work completed (ii) an activities

report which provides details on activities conducted, problems encountered, and solutions employed in the conduct of the replication (tranches 2 and 3).

(C) The Consultant shall submit a detailed statement of expenses with the monthly invoice. Single expenditures of Twenty-five Dollars (\$25.00) or more must be supported by appropriate receipts. All receipts must be originals.

5. **Independent Contractor Status and Subcontracting.**

(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 or producing the Services or Deliverables. The Consultant will determine the time, place and manner in which the Consultant will provide the Services or Deliverables within the overall schedule established by 3ie. 3ie shall not provide any office space, secretarial services or other support for the Consultant's Services or Deliverables.

(C) Consultant may employ any subcontractor in connection with the performance of Services or the production or creation of Deliverables. Any Contract entered into between Consultant and such subcontractor shall provide 3ie at least as much protection with respect to the subcontractor that Section 5 (Independent Contractor Status and Subcontracting), Section 6 (Standard of Performance), Section 7 (Original Work), Section 9 (Confidentiality) and Section 11 (Compliance with Laws) of this Contract provide 3ie with respect to Consultant.

6. **Standard of Performance.** The Consultant shall perform the Services and/or produce or create the Deliverables in accordance with the highest professional standards of the Consultant's industry in the performance or creation of similar services or deliverables. The Consultant understands that 3ie will be relying upon the accuracy, competence, and completeness of the Services and Deliverables and will be utilizing the results of such Services and Deliverables in 3ie's business.

7. **Original Work.** The Services Contract is being provided for the undertaking of new original work by the Consultant. 3ie regards plagiarism as a serious violation of research practices and academic ethics. The Consultant represents to 3ie that (a) all work (as defined below) that is produced under this Contract is original or the Consultant has obtained all permissions, releases, rights or licenses required to grant the rights and assignments granted herein without obtaining any further releases or consents; and, (b) the work does not violate, infringe or misappropriate any third party's copyright,

trademark, right of privacy or publicity, or other personal or proprietary right, and does not contain any materials that are defamatory.

8. Intellectual Property Rights and Dissemination.

(A) For the purposes of this Contract, “work” means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, documents, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Consultant, its officers, employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. “Work” shall include any and all material that:

- (i) is or may be copyrightable under copyright law of the United States; and
- (ii) is produced by the Consultant or its subcontractors in the performance of this Contract or the 3ie Contract.

“Work” includes such items as reports, books, journal articles, software, databases, sound recordings, videotapes, and video discs.

(B) The Consultant shall own the copyrights to the work produced under this Contract. Upon production of any such work, the Consultant shall automatically grant to 3ie an irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish, or otherwise disseminate such copyrighted work for 3ie’s charitable and educational purposes. 3ie shall credit the Consultant’s authorship on all copies of the works that are disseminated.

(C) The Consultant shall have the right to publish, disseminate and use, in whole and in part, the Project findings developed under this Contract subject to the 3ie Replication Contracts Notification and Communications Policy included as Exhibit 1. The Consultant shall give appropriate credit to 3ie when publishing, disseminating or otherwise disclosing such replication findings.

(D) All articles published by the Consultant or its subcontractors shall contain the following notice in a conspicuous place: “Research discussed in this publication has been funded by the International Initiative for Impact Evaluation, Inc. (3ie). The views expressed in this article are not necessarily those of 3ie or its members.”

(E) The Consultant shall (i) assist 3ie in presenting the replication study findings and policy implications for policy makers; (ii) provide a technical briefing of approximately 500 words about the replication findings and policy implications, for publication in the *Journal of Development Effectiveness*; and (iii) be available for policy-related follow-up including, but not necessarily restricted to, policy briefings and participation in thematic workshops.

9. Confidentiality. The Consultant and 3ie shall respect the confidentiality of information expressly provided by each of them as “confidential”, “restricted”, or “in confidence” and identified as such in writing. The Consultant and 3ie shall not disclose such information to any third party without first obtaining the written consent of the other party. 3ie and the Consultant recognize, however, that either of them may be required by law or government regulation to disclose such information and, therefore, the

confidentiality of information cannot be guaranteed. 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” or other information by the Consultant contrary to the provisions of this Contract. This Section 9 shall survive the termination of this Contract.

10. Books and Records. The Consultant agrees to maintain accurate and complete books and records of receipts and expenditures made with respect to the Services or Deliverables for at least three years following completion of Term of this Contract and provide 3ie with full access to review such books and records at reasonable times during the Term of this Contract and within three years after completion of the Term of this Contract. The Consultant will cooperate with 3ie in supplying any additional information or in complying with any procedures which might be required by any governmental agency in order for 3ie to establish the fact that it has observed all requirements of the law with respect to this Contract.

11. Compliance with Laws. The Consultant shall at all times comply with all laws, rules, regulations and ordinances applicable to the performance of the Services. The Consultant shall indemnify and hold harmless 3ie from and against 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 11.

12. Termination. This Contract 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 Contract pursuant to this Section 12(A), Consultant shall continue to render the Services or produce the Deliverables required by this Contract, unless 3ie otherwise notifies the Consultant, during such fifteen-day period and compensation shall continue as provided herein to the effective date of termination. If the Consultant exercises its right to terminate this Contract pursuant to this Section 12(A), Consultant’s rights to compensation shall be dependent upon its continuing to provide the Services or producing Deliverables during such period.

(B) By either party for breach of this Contract by the other party at any time, and in the event of such termination pursuant to this Section 12(B), this Contract shall terminate immediately.

(C) By mutual agreement at any time.

(D) This Contract shall terminate automatically if the Consultant is not able to obtain the necessary data and programming code or other documentation in order to conduct a replication study as provided in Section 1(B) of this Contract. In the event of such termination, 3ie shall pay the Consultant a fixed fee of US\$500.00 if the Consultant provides documentation to 3ie indicating that the original authors did not make the relevant data available to the Consultant.

13. Notices. Any notices to be given by either party to the other pursuant to this Contract 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 Contract, 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.

14. Applicable Laws and Jurisdiction. This Contract 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 Contract 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.

15. Miscellaneous. The terms of this Contract may be amended or modified only by the written Contract of the parties. The waiver by any party of a breach of any provision of this Contract shall not operate as a waiver of a breach of any other provision of this Contract by any party. Because personal services are the subject of this Contract, this Contract 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 Contract to a successor or related entity. If any term, condition or provision of this Contract 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 Contract shall not be affected thereby. Each other term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law. This Contract contains the entire Contract 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 Contract 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

By: _____
First name Last name, Title

Consultant's Address:

Exhibit 1. 3ie Replication Contracts Notification and Communication Policy

3ie's Replication Programme is committed to ensuring appropriate professional communication occurs between replication researchers and original authors. An open and collegial exchange is in both of the parties' benefit. This policy outlines the requirements replication researchers must follow when conducting a 3ie-funded replication study. The replication researcher who holds the 3ie contract is responsible for ensuring that any co-authors or research assistants on the replication study also follow the policy.

There are five primary points of direct or indirect communication between the replication researchers and the original authors that are governed by this policy. Throughout the study, replication researchers are required to document all communication with original authors. While the five points of communication give the original authors many opportunities to provide comments to the replication researchers if they choose, at no time are the original authors expected to serve as or considered to be formal reviewers or referees for the replication study.

Data gathering

Upon agreement with 3ie to conduct a replication, the replication researcher must contact the original author(s) to obtain replication-ready data and log files. The replication researcher is expected to introduce him/herself, briefly describe 3ie's Replication Programme, and ask for the required materials. He/She should clearly explain that theirs is one of many studies selected for replication by 3ie, with the assistance of the development community at large. Even if the data are publicly available, the replication researcher is required to contact the original authors to notify them that he/she will be conducting a replication study of their paper and that the replication plan will be published online.

If the original authors are unable or unwilling to provide the necessary data and/or log files within 10 weeks of the request from the replication researcher, the replication study will be canceled. The replication status page on the 3ie website will be updated to reflect that the study is not replicable due to the unavailability of the data.

Replication plan

During the data gathering stage, the replication researcher revises the proposed replication plan based on the comments of the application scorers, 3ie internal reviewer, and assigned external project advisor. Once the revised replication plan is approved, 3ie posts it publicly on the 3ie website and notifies the original authors.

Pure replication

Upon completion of the pure replication component of the replication study, the replication researcher is required to write a simple report with the full results of the pure replication and send that report, along with the programming code used for the pure

replication, to the original authors. If the original authors respond with a request to discuss the process and findings of the pure replication, the replication researcher is expected to cooperate.

Beyond this requirement, 3ie strongly encourages the replication researcher to make all possible attempts during the pure replication stage to obtain the information needed from the original authors in order to reconcile the findings in their study. Such communication will ensure the quality of the replication researcher's work.

Before presenting and/or publishing results

If at any point before the final study is approved for publication by 3ie, the replication researcher intends to make public any of the results of the replication study, the replication researcher is required to submit to 3ie and to the original authors all findings to be made public at least one month prior to the planned public release. Public release includes presentation in a seminar, conference, or workshop and/or dissemination in hard copy or soft copy, whether by email or internet. The findings must be submitted to 3ie and the original authors in a format as close as possible to the format of the public release with sufficient detail for the original authors to check the claims being made.

Approval of final report

The draft complete replication study submitted to 3ie is reviewed by the 3ie internal reviewer, the external project advisor, and an anonymous external referee. The replication researcher is expected to make revisions based on the comments from those reviews. 3ie then sends the revised complete study to the original authors (concurrently with the copyediting of the study for publication). The original authors have one month to submit a formal written response if they choose to do so, which will be published on the 3ie website at the same time as the replication study is published.

Tone of communication

3ie is committed to promoting a professional and collegial exchange between replication researchers and original authors. If any party feels the other is not communicating professionally and collegially, he/she may report that to 3ie. If 3ie finds a 3ie-funded replication researcher to be violating the intended tone of communication, 3ie reserves the right to terminate the replication contract. Similarly, if 3ie finds an original author to be violating the intended tone of communication, either in the discussions with the replication researcher or in the written response, 3ie reserves the right to not publish the written response.

Exhibit 2. Scope of Work for Replication

[Insert proposal text here.]