Invitation to tender

Developing a business strategy for Trase

Stockholm 2022-05-12
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Administrative conditions

Contracting authority: Stockholm Environment Institute (SEI)
Postal address: Box 24218, SE-104 51 Stockholm, Sweden
Corporate ID no: 802014-0763

Contact person: Shirish Bhattarai: shirish.bhattari@sei.org
Submission of tender: tenders@trase.earth
Last date to submit proposal: Friday 24 June 2022
Procurement type: Open procedure in accordance with the Swedish Public Procurement Act (2016:1145), Chapter 6 Section 2

<table>
<thead>
<tr>
<th>Timetable</th>
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<tbody>
<tr>
<td>Invitation to tender published</td>
<td>19 May 2022</td>
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<tr>
<td>Deadline for applicants to send questions on proposal</td>
<td>1 June 2022</td>
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<td><strong>Contract awarded and signed. Work commences.</strong></td>
<td><strong>14 July 2022</strong></td>
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1. Introduction to Trase

Trase is an independent science-based initiative with the goal of empowering a just transition towards more sustainable systems of production, trade and consumption of commodities that are driving the majority of deforestation worldwide. To achieve this, Trase’s mission is to drive a step change in the transparency and understanding of commodity trade by providing the data, tools and actionable intelligence for companies, governments and civil society organisations to take practical steps to address deforestation, improve the sustainability of agricultural production practices and increase accountability for all.

Trase uses a unique approach to combine self-disclosed data from companies with customs, shipping, tax, logistics and other data to map in unprecedented detail the supply chains linking consumer countries and traders with places of production, as well as the patterns of ownership and investment in trading companies. By showing how commodity exports are linked to environmental and social harms in the places where they are produced, it allows companies, financial institutions, governments and others to understand the risks and identify opportunities for more sustainable and equitable production.

The innovations in supply chain transparency at the heart of Trase drive impact through four simple steps:

- **Reveal.** We show connections between consumer markets, trading companies and sourcing regions, simplifying the complexity of global commodity trade and making this information transparent freely available to all
- **Target.** We focus the attention of market actors by identifying the suppliers and regions most linked to deforestation, helping target action where it is needed the most.
- **Enable.** By bringing a new level of transparency to commodity supply chains, Trase data and insights empower better decisions by the companies, investors and governments that shape commodity trade while also strengthening accountability and our ability to monitor progress
- **Transform.** The breakthroughs made possible by Trase data, methods and analyses remove critical barriers to a deforestation free economy

Trase is a joint initiative founded in 2016 by the Stockholm Environment Institute and Global Canopy. Trase Finance is a Trase initiative founded by Stockholm Environment Institute, Global Canopy and Neural Alpha in 2020.

More information about Trase can be found at [http://www.trase.earth/about](http://www.trase.earth/about) as well as in Annex 1 of this tender.
2. Scope of work

Purpose and core deliverables

The primary objective of the business strategy is to enable Trase to accelerate its impact while remaining financially sustainable beyond 2025. We are looking to secure an external perspective on five core questions:

1) What is the core Trase value proposition?
2) How do we scale up the impact of Trase between now and 2025 and beyond 2025?
3) How do we best define and meet the costs of core Trase operations, as well as funding future R&D work post 2025?
4) How do we diversify our funding model beyond donors and research funding and how do we balance this with our mission to provide open-access data?
5) What organizational and operational changes may need to be considered post 2025 to achieve impact and be financially sustainable?

SEI and Trase’s four main overarching principles for this work are as follows:

1. **Impact-focused.** Trase is a non-profit initiative that is focused entirely on sustainable trade and supply chains by enabling and influencing commodity buyers, financial institutions and consumer governments to better manage risk and drive improvements in commodity production practices, primarily by curbing deforestation. The work therefore needs to centre on the question of increasing Trase’s impact while making it financially sustainable. We envisage this will include securing more diverse income streams from users of our data products and services as well as considering the ongoing role of the existing donors and research funding. Key questions here include: What are the different scenarios by which Trase can scale its impact most effectively and viably and what are their relative advantages and disadvantages? Which of Trase’s data products, tools and services – across commodity supply chains, financial sector and production systems – are likely to offer greatest impact potential? What example business and revenue generating models should Trase consider? What other options should Trase look at to achieve financial sustainability, such as reviewing its scope, organisational shape, strategic partnerships, in-house investment, automation and out-sourcing?

2. **User-focused.** A priority consideration for the business strategy is the need to balance often shifting and competing user needs, including (a) the reliable delivery of a well-functioning and accessible suite of data products and an open-access information system with (b) the generation of intelligence based on Trase and other data and (c) the requirement to continue innovating in the face of shifting patterns of sustainability concerns, user demand and data availability. The successful applicant will be encouraged
to engage independently with Trase users and peers.

3. **Independent.** Trase has undertaken an initial internal appraisal of some key elements of our business development and the work of the consultant will build on these inputs to provide a more in-depth and independent critical appraisal of our value proposition, funding and commercialization options as well as possible changes to our organizational setup. Part of the work is expected to include a peer comparison, helping identify the lessons Trase could learn from the success and failure of other entities developing similar open-access, science-based information and intelligence systems, especially those related to sustainability.

4. **Actionable.** Understanding how to sharpen Trase’s impact potential and build a resilient basis for future development and growth is the most significant challenge facing Trase. We are therefore looking for this work to include a clear analysis of options, including advantages, disadvantages, and concrete recommended actions for a one- and three-year time horizon to effectively test these options and inform a revised strategy for Trase’s longer-term development and funding model.

**Contractor deliverables and timeline**

We welcome written proposals to this tender that outline an effective approach to deliver on the above requirements. The main deliverable should focus on shaping Trase’s scaling-up and business strategy in the form of a written report and accompanying slide deck, with a requirement to submit and present a first and second draft version during the project for review and feedback by the Trase team and an informal advisory group set up for this purpose, followed by submission of a final version.

**Expected project timeline**

<table>
<thead>
<tr>
<th>Project kick off meeting: Presentation and discussion of proposed approach with Trase team following review of Trase inputs</th>
<th>End of July–early August (TBD)</th>
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<tbody>
<tr>
<td>First version of the report and presentation</td>
<td>16 September 2022</td>
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<tr>
<td>Second version of report and presentation</td>
<td>28 October 2022</td>
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<tr>
<td>Final version handover and presentation</td>
<td>9 December 2022</td>
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Qualifications and experienced required

- Proven track record in successfully leading the design, execution and/or management of projects or strategies on business planning/commercialization in the context of data-based sustainability initiatives
- Deep experience advising on scaling up of start-up initiatives, especially non-profit led initiatives, in the supply chain sustainability and impact space.

Qualifications and experienced required

- Experience working collaboratively and facilitating inputs from a number of different perspectives
- Ability to work with diverse and geographically dispersed teams, to engage effectively and to motivate participation
- Experience conducting data collection and research to inform impact and business strategies through interviews, group discussions or other methods.

How we expect the project to run and inputs from the Trase team

The Trase team has formed a five-person contact group to support this work, ensure that we can be reactive to any requests from the contractor, and help ensure that recommendations and actions are fully understood and owned by the team following the consultation. To ensure good communication and workflow there will be a requirement for a short biweekly check-in between the consultant and the contact group.

SEI and Trase will provide the contractor with an initial package of inputs including:

- an overview of the demand drivers for Trase and current uses cases
- an overview of the current Trase data, product and service offering
- a preliminary competitor analysis;
- and an overview of feedback from early (paying) users of Trase;
- A summary of our existing cost base;
- A list of relevant contacts in our field (users and similar projects).

Trase will also convene a small informal advisory group of individuals with expertise and experience of both scaling-up and commercializing data-driven sustainability products like Trase. This advisory group will provide an additional lens for reviewing the report submitted by the contractor and a resource to support on certain topics. As noted under the deliverables section the advisory group will help review and provide feedback on the draft report and presentations.

The timeline for the selection process is indicative and SEI reserves the right to change it. In the event that insufficient number or quality of tenders are received, then Trase may seek further proposals.
3. Budget

Proposals for this work should not exceed $50 000 excluding VAT.

Budgets submitted should be broken down by delivery areas and include an indication of cost per day for additional work.

Please indicate team members who will be working on this, their roles, rates and relevant backgrounds.

4. Proposal requirements and tender process

Proposals

Proposals shall include:

1. Project proposal (no more than 10 pages) with
   a. Evidence of experience and competencies for delivering the project
   b. Proposed approach including timeline/calendar of activities and ways of working with the Trase team
   c. Financial proposal (including suggested budget, payment structure and number of days and day rates for team members involved).
2. Company/consultant profile and brief resumes for the team members who will carry out the work
3. Examples of similar projects you have undertaken.

Selection process

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Evaluation criteria

Proposals will be evaluated against the following criteria:

a) **Track record and experience.** Including track record on advising the scaling up and business strategies of other non-profit initiatives in the sustainability-data space.

b) **Project design and plan.** Including the ability to address the five core questions laid out in the scope of work, regarding the Trase value proposition, scalability, cost estimation, funding diversification, and organizational implications; the ability to consider each of the four main requirements outlined in this tender, ensuring the work is impact and user focused, independent and actionable; and the ability to work in a collaborative way that takes on board perspectives and experience from the Trase team, from users and peers of Trase and external advisors to Trase.

Evaluation of proposals will be evaluated for both track record and experience and project design and plan against the following scoring of value for money.

- **Excellent:** Exemplary proposal, excellent fulfilment of requirements/provides much added value (deduction of $10 000 on comparison price)
- **Very good:** Very good fulfilment of requirements/provides good added value (deduction of $6000 on comparison price)
- **Good:** Fulfils requirements well/provides added value (deduction of $4000 on comparison price)
- **Acceptable:** Some deficiencies in fulfilment of requirements (deduction of $2000 on comparison price)
- **Not acceptable:** Does not fulfil the requirements/substandard (deduction of $0 on comparison price).

With the lowest comparison price being used to select the contractor.

5. Contracting details

See Annex 2 for template contract.

The vision of Trase is to empower a transition towards more sustainable commodity production, trade and consumption by enabling market actors to understand how they are connected to deforestation risk, improve how they target interventions to manage risk and make investments, and strengthen accountability around sustainability goals.

The overarching objective of Trase is to enable and influence key market actors to adopt more sustainable supply chain risk management, investment and monitoring strategies, thereby reducing their footprint and catalyzing the uptake of sustainable production and consumption systems.

The key factor driving the impact of Trase is its unique ability to assess and profile risk exposure across entire commodity markets, thereby identifying priorities and entry-points for action to improve sustainability outcomes – whether in terms of more targeted risk management by businesses and governments or more targeted assessments, campaigns and enforcement strategies. In providing an independent and transparent source of data and analysis on the sustainability of commodity trade that simultaneously enables market leaders and strengthens accountability, Trase provides a powerful catalyst for accelerating progress.

Catalyzing market uptake for sustainable trade

Trase targets market leaders in three main groups of actors:

1. Commodity buyers, including retailers, brands, manufacturers and traders, who are faced with the challenge of avoiding, mitigating and monitoring risk exposure in their supply chains
2. Financial institutions, including investors and banks, who are faced with the challenge of managing risk and supporting sustainable production practices through their investment and lending portfolios in commodity buyers
3. Consumer governments, with a focus on Europe and China, the two largest import markets of forest-risk commodities to inform and influence regulatory and voluntary measures targeting commodity buyers and financial institutions on addressing sustainable production and consumption.

Within each of these target groups and specific use cases, Trase data and analyses can influence actor behavior on four levels, helping in:

- Raising awareness of the challenges and opportunities facing sustainable commodity trade, including through exposure to supply chain risks and interdependencies between commodity production, trade and sustainable development goals
- Strengthening capacity to act on this information, including through assessing and screening risk exposure, and identifying and prioritizing critical regions, suppliers and assets
- Improving decisions within existing decision-making processes and policies, including targeting action to most at-risk regions, suppliers and assets
● Changing agendas, including by identifying the opportunities and need for new levels of individual and collective action, including through new partnerships that are driven by the need to share responsibility for sustainable trade.

Trase can influence the behaviour of market actors and the sustainability outcomes shaped by these actors through both direct and indirect pathways. Direct influence is via engagement to support their sourcing strategies and compliance requirements through targeted training, analyses and user applications. The focus of this direct engagement work will be with demand-side actors in Europe and China and in our two main producer country targets of Brazil and Indonesia.

However, the main focus of work to maximize the uptake of Trase data, analyses and decision support capabilities is by indirectly influencing and enabling market actors, principally by:

1. Empowering multiplier and pressure groups to enable broader uptake by market actors and strengthen accountability processes, including through the work of service providers and advisory groups, the integration of Trase data into third-party products and increased capacity and understanding of campaign groups and enforcement agencies.
2. Strengthening actor and sector-wide assessments of progress towards sustainability goals that together can provide a critical appraisal of strategic opportunities and challenges facing the sustainability of commodity trade which is only possible with the sector-wide perspective provided by Trase.
3. Maintaining open-access to the world's most comprehensive database of deforestation and emissions risks linked to the trade in forest-risk commodities, helping drive independent, third-party uptake and analysis.

These impact pathways and outcomes are made possible by three levels of outputs that connect and tailor Trase information to the needs of target groups and which together determine the long-term success of Trase:

1. Radical transparency to democratize access to data on supply chain impacts and drivers. This includes ensuring that the unique sub-national supply-chain mapping provided by Trase is sufficiently reliable, broad in its coverage of key commodities and countries and up to date to ensure relevance for target groups to identify priorities for action and assess the status and trends of supply chain sustainability for entire sectors.
2. Intelligence for sustainable trade through targeted research and analysis that identifies challenges and opportunities for supply chain sustainability. This includes ensuring that Trase is seen as an independent and credible source of information and analysis by different actors and provides an authoritative reference and source of intelligence for assessing progress and performance in supply chain sustainability.
3. Decision support to manage risks and improve conditions. This includes ensuring that the information and analyses provided by Trase are sufficiently accessible and relevant to meet the specific needs of target users, including companies, financial institutions and governments at both the strategic and operational levels.
Underpinning these outputs and Trase's entire theory of change are the three interrelated and unique capabilities of Trase data that together stand to transform our understanding of global supply chain sustainability:

- Connecting individual supply chain actors, including commodity buyers and investors to suppliers, assets and production landscapes across entire countries and sectors
- Linking supply chain actors to the sustainability impacts, risks and investment opportunities associated with specific commodity production landscapes and over time
- Assessing sustainability trends and performance of both supply chain actors and regions at scale.

Finally, delivering on these capabilities is made possible due to the investment that has already been made in Trase, and the Trase partnership to date. This includes the internal capacity of the team, the methods, data systems and insights generated to date, as well as partnerships with leading researchers, companies, financial institutions, government agencies and civil society organizations - all of which are critical to ensuring the credibility and legitimacy of our work.

**Trase post-2025**

The work of the 2021–2025 strategy is designed to drive a step change in the contribution of Trase to supply chain transparency and sustainability and ensure it is established as a credible and authoritative source of information and intelligence for targeting efforts to reduce deforestation. Post 2025, our vision is for Trase to continue as an open-access system providing information and intelligence for sustainable trade. Ensuring the long-term sustainability of Trase will remain a core objective of our ongoing work on three fronts:

- Building on the work to date, continued investment in the data, methods and capacity of the Trase team and wider Trase partnership to streamline how new data and analyses are generated and made available, where possible reduce operating costs, and ensure that new data products and insights are communicated and made available to users in the most effective way possible. Investment in method development will also play a key role in ensuring that we can adapt effectively to changes in data availability, including in response to access restrictions by certain governments but also in response to the opportunities presented by new data sources and technologies.
- Priority will be given to opportunities for innovations in data analysis that complement and strengthen the relevance and value of Trase data for existing audiences and open up new applications, broadening the number of target users and potential donors. Examples of such innovations include the emerging opportunities to use Trase data to enhance GHG emissions accounting (Scopes 1 and 3), and the use of Trase data to map shipment-specific emissions for international maritime transportation by linking Trase with AIS data.
- The investments made to date and throughout this project will ensure that Trase data and analyses are increasingly indispensable to governments, companies, and financial institutions that are concerned with reducing their exposure to deforestation. Drivers of the uptake of Trase data and analysis include increasing reputational, legal and financial
risks associated with the production, trade and consumption of unsustainably produced commodities.

Depending on levels of uptake and changes in the regulatory and market context of commodity trade, potential funding and revenue streams for the long-term financial sustainability of Trase include:

- Public funding by consumer countries dependent on the continued availability of Trase data to support policies related to sustainable trade and to catalyze private sector action
- Donor funding to ensure that Trase remains operational in the public domain and able to support ongoing work by civil society organizations and journalists to strengthen accountability around environmental and social impacts of commodity trade
- Research council funding to leverage Trase data to address novel and applied research questions linked to sustainable land-use and trade.
- Consultancy services for data analyses tailored to the needs of individual companies, government agencies, financial institutions and civil society organizations. Requests for paid support to date from both companies and government agencies indicate that there is a strong, unmet demand for the kind of analysis and intelligence that Trase is exceptionally well-placed to offer.
- Payment for access to specific data products by third party data providers and professional advisory companies. Experience to date confirms that there is a market value for risk products that Trase can provide. Examples include the assessment of risk exposure for downstream companies, scope 3 emissions for company reporting requirements, enhanced emissions factors and sub-national sourcing data for LCA analysts, as well as aggregated risk scores for ESG providers and financial institutions. This market value is only likely to grow as the market for sustainability data becomes more crowded, with major incumbents looking to improve and differentiate their offerings. There are, however, data and product development needs for Trase to be able to fulfil this potential.
- Payment for the development of bespoke data tools which use Trase data and data technologies, for third party systems. This includes uses by companies and governments that will involve combinations of Trase data and confidential public and private sourcing and risk data. Initial experiences working with European governments suggest that there is a growing demand for this kind of application. There are, however, questions to explore about how best to scale and service such bespoke tools.

The Trase lead partners (Stockholm Environment Institute, Global Canopy and Neural Alpha, as well as other organizations in the partnership) are also involved – together and individually – in a number of related projects outside of Trase. Those projects are not in scope for this work, but may serve as useful inputs as well as representing possible sources of business development opportunities for Trase. Trase will provide background information about relevant related projects for information.
Annex 2. Template consultancy agreement

CONSULTANCY AGREEMENT

Between
Stiftelsen The Stockholm Environment Institute

and
name

for certain services under
project name

SEI Project No. xxxxx

This Consultancy Agreement (hereinafter referred to as "Agreement") is entered into by and between:

Stiftelsen The Stockholm Environment Institute
Box 24218
SE-104 51 Stockholm, Sweden
Reg.no: 802014-0763
VAT no: SE802014076301

Represented by: xxx
Project contact: xxx
Email: xxx

Hereinafter referred to as SEI; on the one part

AND:

Name
Address
Reg.no:
VAT no: xxx

Project contact: xxx
Email: xxx

Hereinafter referred to as the CONSULTANT; on the other part
WHEREAS, the Parties wish to enter into the following Consultancy Agreement with regard to certain consultancy services as described in article 2 and Annex 1 (hereinafter referred to as "the Services"), to be provided to SEI by the CONSULTANT.

NOW, THEREFORE, SEI and the CONSULTANT mutually agree as follows:

1. DURATION
1.1 The duration of this Agreement, during which the CONSULTANT shall perform the Services, is from XXX to YYY, unless otherwise agreed between the Parties in writing.

2. SERVICES
2.1 The CONSULTANT shall provide the Services as described herein and in Annex 1, Terms of reference dated xx.xx.xxxx, and in accordance with instructions given by SEI.

2.2 The CONSULTANT undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

2.3 The Services supported by this Agreement shall be under the guidance and direction of SEI's Project responsible xxx.

2.4 The CONSULTANT shall not assign, transfer or subcontract any responsibility hereunder without the prior written consent of SEI.

3. REMUNERATION & PAYMENT
3.1 For the Services as described in article 2 and Annex 1, the CONSULTANT shall be paid a total fee of SEK xxx (SEK xxx), excluding VAT. This payment covers the total fee for the Services.

3.2 The fee payment includes all applicable taxes, vacation pay, social security charges, insurance, pension funds or similar payments or duties. The CONSULTANT shall be wholly responsible for all taxes and other contributions which may be payable out of, or as a result of the receipt of, any amount paid or payable by SEI under this Agreement.

3.3 In no event shall SEI be liable for fee payments that would result in cumulative fee payment under this Agreement exceeding the total value as established in this article (3.1) unless otherwise agreed between the Parties in writing.

3.4 Subject to the CONSULTANT's satisfactory delivery of the Services as set forth in article 2 and Annex 1, SEI will pay the CONSULTANT the fee as established in this article (3.1) upon receipt of an invoice.

The payments shall be due from SEI within 30 days upon presentation of the invoice. The invoice shall be addressed to SEI and shall specify the number of hours worked, the relevant project number, the activities performed and bank transfer details.
3.5 If the Services provided are not done timely and to the satisfaction of SEI’s Project responsible, SEI reserves the right to put subsequent payments on hold until satisfactory remedial action has been undertaken; reasons for non-acceptance and remedial measures must be clearly stated, or terminate the Agreement.

3.6 Any expenditure other than fees (e.g. travel) must be approved in advance by SEI. All expenditure items must be accompanied by receipts and any other relevant supporting documentation.

3.7 The CONSULTANT will keep records of all costs and will provide SEI with copies of all receipts upon request for the purposes of financial review and auditing. Records of time spent and all original receipts of expenses incurred by the CONSULTANT during the course of the project should be kept for eight (8) years from the end of the project.

4. CONSULTANT STATUS, TAXATION, AND INSURANCE
4.1 The CONSULTANT shall be solely responsible for any and all registration and filing related to the Services performed pursuant to the present Agreement, and shall be solely liable for all social security, taxes, duties or other levies whatsoever, which are related to the said Services.

4.2 SEI will not provide the CONSULTANT with any insurance coverage and it is the sole responsibility of the CONSULTANT to ensure appropriate and adequate insurance coverage.

5. INTELLECTUAL PROPERTY RIGHTS
5.1 Rights and titles to any and all intellectual property created or developed in the course of the Services provided pursuant to this Agreement shall belong to SEI. The CONSULTANT irrevocably appoints SEI to be its attorney and in its behalf to sign, execute, do, and deliver anything for the purposes of this clause. SEI shall have no liability to account to the CONSULTANT for any revenue that might be derived or resulted from the intellectual property.

5.2 Any result or material prepared by the CONSULTANT in the course of the Services provided pursuant to this Agreement shall belong to SEI.

6. NEGATION OF EMPLOYMENT AND AGENCY
6.1 The CONSULTANT shall not by virtue of this Agreement be or for any purpose be deemed to be an officer, employee or agent of SEI, or as having power or authority to bind or represent SEI, and shall not represent itself, and shall ensure that its officers, employees, agents and sub-contractors do not represent themselves, as such.

7. USE OF NAMES
7.1 The CONSULTANT shall not make use of this Agreement, or use SEI’s name, for publicity or advertising purposes without prior written approval of SEI.

8. CONFIDENTIALITY
8.1 For the purpose of this Agreement, the term “confidential information” means all information disclosed to the CONSULTANT in the course of collaborating with SEI under this
Agreement. Confidential information includes, but is not limited to, all information related to operational functions such as budgets, fees, terms and conditions, strategies, forms, processes, as well as information related to technical information such as research data, models, techniques and procedures.

8.2 Except in so far as such matters are properly in, or come into, the public domain, the CONSULTANT agrees to keep confidential all information and other matters contained in or arising from this Agreement or relating to the research and affairs of SEI, and not to disclose any such confidential information to any person unless otherwise expressly provided by this Agreement, or unless the CONSULTANT is obliged to do so by law or ordered to do so by a court of competent jurisdiction. This clause shall survive the termination of the Agreement.

9. ANTI-CORRUPTION
9.1 No offer, payment, consideration or benefit of any kind which constitutes illegal or corrupt practice shall be made, either directly or indirectly, throughout the execution of this Agreement.

10. SEVERABILITY
10.1 The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

11. PERSONAL DATA
11.1 SEI ensures that processing of personal data takes place within the framework of the European Union General Data Protection Regulation (GDPR) as of 25 May 2018.

SEI will only process and share personal data with third parties when processing is necessary for the performance of this Agreement and for compliance with a legal obligation to which SEI is subject.

12. AMENDMENTS AND TERMINATION
12.1 All amendments to this Agreement shall be agreed by both Parties in writing.

12.2 This Agreement may be terminated before the end of the period set out in article 1.1, upon notice given in writing addressed to the CONSULTANT, under the following circumstances:

   the permanent incapacity of the CONSULTANT, it being understood that any illness, accident or other physical or mental incapacity whatsoever, which renders the CONSULTANT incapable of performing the Services for a continuous period of more than three months, will be considered as a permanent incapacity for the purposes of the present Agreement;
   serious breach of the Agreement.

12.3 In the event of termination of the Agreement, payment will be made solely for the part(s) of the Agreement completed on the date of written notification, and for amounts
which unavoidably must be spent in connection with winding up and halting the implementation of the Agreement.

13. APPLICABLE LAW AND SETTLEMENT OF DISPUTES
13.1 This Agreement shall be governed by the laws of Sweden.

13.2 The Parties shall endeavour to settle any dispute amicably.

All disputes arising out of or in connection with this Agreement, which cannot be solved amicably, shall be finally settled under the International Chamber of Commerce Rules of Arbitration, Expedited Procedure Provisions. The place of arbitration shall be Stockholm.

14. ANNEXES
14.1 The following annexes form an integral part of this agreement:
   
   Annex 1 – Terms of Reference

14.2 In the event of any conflict between the provisions of the annexes and any provision of this main agreement, the latter shall take precedence.

15. COUNTERPARTS AND ELECTRONIC SIGNATURES
15.1 Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Electronic signatures will be binding for all purposes.

This Agreement is the complete agreement regarding the Services and supersedes all prior understandings regarding the Services.

IN WITNESS WHEREOF, the respective Parties have executed this Agreement on the dates indicated below.

Signed for and on behalf of:

Stiftelsen The Stockholm Environment Institute

The CONSULTANT

XXX

Date:       Date: