



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

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") 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 **FIRST NAME LAST NAME**, a **State or Country** 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 a Replication 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 consulting agreement 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 Agreement, 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. Compensation, Expenses, Receipts.

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

3ie Inc., 1625 Massachusetts Avenue NW, Suite 450, Washington DC 20036

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	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 • Expense report (if applicable) 	20%
Tranche 2	Effective date plus six calendar months	<ul style="list-style-type: none"> • Pure Replication, submitted to 3ie and to original authors • Activities report • Expense report (if applicable) 	30%
Tranche 3	Effective date plus nine calendar months	<ul style="list-style-type: none"> • Draft Replication report • Activities report • Expense report (if applicable) 	30%
Tranche 4	Effective date plus twelve 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 • Expense report (if applicable) 	20%

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, all communications with original authors, problems encountered, and solutions employed in the conduct of the Replication (tranches 2-4).

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

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. **Original Work.** The Consulting agreement 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 Agreement 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.

7. **Intellectual Property Rights and Dissemination.**

(A) For the purposes of this Agreement, "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 Agreement. "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 Agreement or the 3ie Agreement.

"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 Agreement. 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 Agreement 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.

8. 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 Agreement. This Section 8 shall survive the termination of this Agreement.

9. 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 8.

10. 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 10(A), Consultant shall continue to render the Services required by this Agreement, unless 3ie otherwise notifies the Consultant, during such fifteen-day period and his compensation shall continue as provided herein to the effective date of termination. If the Consultant exercises his right to terminate this Agreement pursuant to this Section 10(A), Consultant's rights to compensation shall be dependent upon his 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 10(B), this Agreement shall terminate immediately.

(C) By mutual agreement at any time.

11. 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.

12. 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.

13. 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

First name Last name

Consultant's Address:

Consultant's Social Security Number (if applicable):

Exhibit 1. 3ie Replication Contracts Notification and Communication Policy September 28, 2012

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

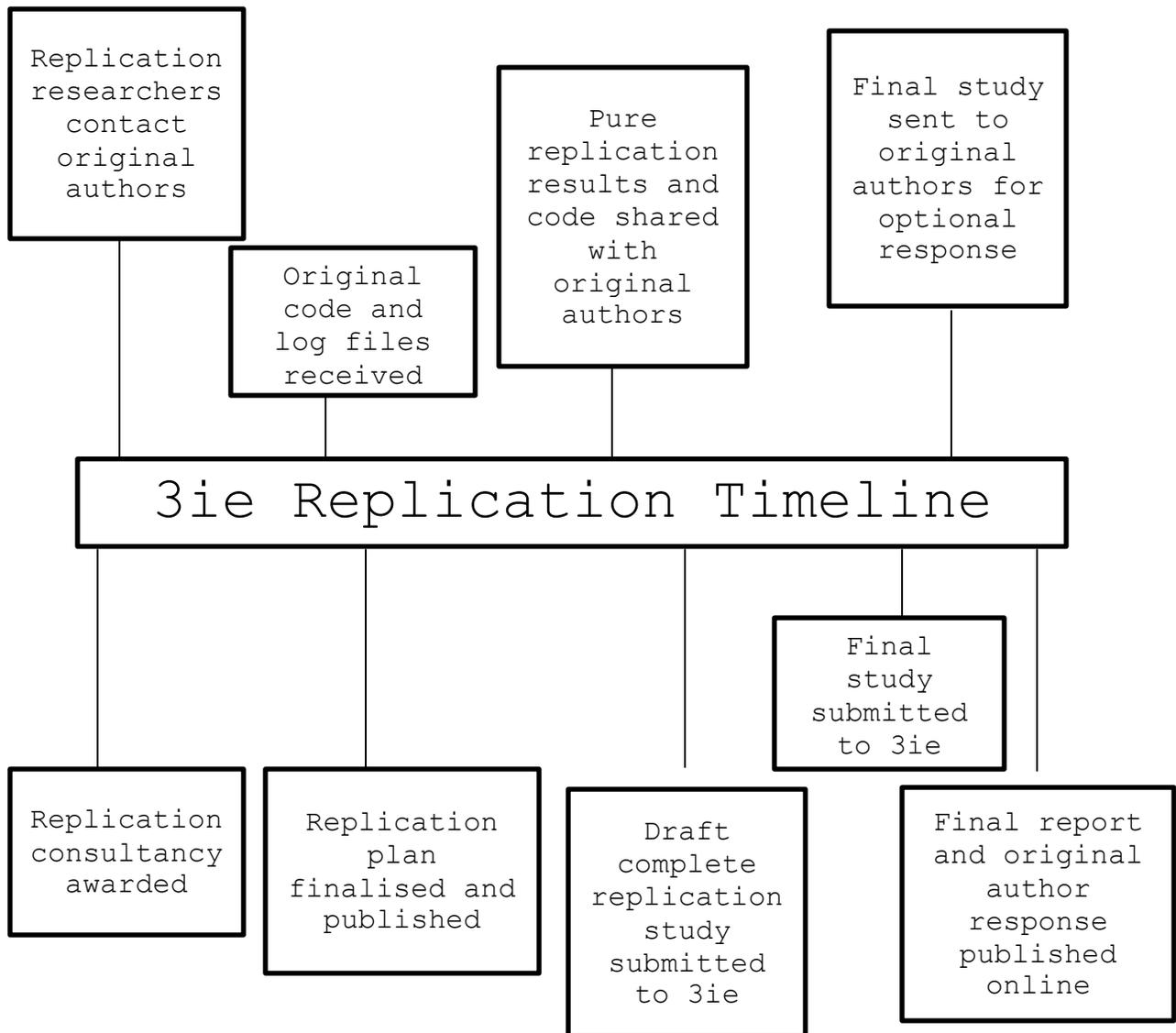
If at any point before the final study is approved for publication by 3ie, the replication researcher intends to make public any of the results of the replication study, the replication researcher is required to submit to 3ie and to the original authors all findings to be made public at least one month 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.



Frequently Asked Questions

Question: What data does 3ie expect original authors to share with replication researchers?

Answer: Original authors will be requested to supply replication ready data, meaning the raw data that were used to construct the variables involved in the research. In addition, original authors will need to provide code to transform the data from the raw form to the pre-estimation level. Replication researchers are expected to independently transform the data and then verify their transformations through a comparison with the code from the original authors. At this point, the replication researchers should be able to compare summary statistics with the original authors to determine similarities and differences. Original authors are not expected to provide estimation code.

Question: Are there data public release requirements for 3ie-funded replication researchers?

Answer: Original authors own their data. Replication researchers will not publicly release any data without the expressed written consent of the original authors.

Question: Are 3ie-funded replication researchers required to share their code with original authors?

Answer: Yes and no. The policy clearly states that replication researchers must share their pure replications with the original authors. Statistical and scientific replications are beyond the scope of the original work and are thus the replication researcher's intellectual property. If another researcher, including the original author, wishes to replicate the replication study, the initial replication researcher is expected to cooperate. As original authors are not required to share their code beyond transformation from raw to pre-estimation levels, replication researchers are held to similar standards. In addition, the replication plans are published online and therefore made available to the original author before any funding is released to the replication researcher.

Question: If original authors refuse to provide log files/codebook but the data are available publically, will 3ie still fund the replication?

Answer: 3ie will address these situations on a case-by-case basis, but it will be fairly difficult to conduct a replication without a basic level of cooperation from the original authors.

Question: What does 3ie consider to be “appropriate tone” in regards to the original author and replication researcher communication?

Answer: 3ie is striving to create a productive replication space, where researchers are able to objectively verify evidence that may influence the allocation of limited development funds. The appropriate tone of communication and write up is simply a professional tone that conveys full respect for the other party and assumes that all parties have the same overall objective, which is to produce more credible and relevant evidence for policy making in low and middle income countries.

Question: How will 3ie enforce the publication and presentation clause of the policy?

Answer: It will be the duty of the replication researcher to provide 3ie and the original authors with access to materials one month before any presentations/publications. Replication researchers who fail to provide the required materials within a sufficient time period will violate the terms of their contract with 3ie. 3ie will determine internally if the replication researchers have met that requirement. Any discontinued replications will no longer be eligible for funding from 3ie and will not be published by 3ie.

Question: Will 3ie’s Replication Programme convene an independent arbitration panel as means of recourse if either party disagrees with one of the Programme’s decisions?

Answer: 3ie’s Replication Programme will take all opinions under consideration and will make a concerted effort to satisfy everyone involved in the replication study. Any disagreements over a decision should be made apparent to 3ie’s Replication Programme management. 3ie will not establish a sitting arbitration panel. In cases where a 3ie Replication Programme decision is appealed, 3ie’s executive director will request opinions from up to three independent professionals before making a final decision.

Question: Do these guidelines apply to only pure replication studies?

Answer: No, these guidelines apply to all pure, statistical and/or scientific elements of replication studies undertaken through 3ie’s Replication Programme. 3ie-funded replication researchers are required to share their pure replication code with original authors, as this is the part of the research that speaks directly to the original estimations and demonstrates the replication researchers’ understanding of the original work. 3ie generally encourages greater levels of communication and sharing for all parts of the replication study.

Question (from the original author's perspective): Why don't the original authors have more time to respond after submission of the final replication?

Question (from the replication researcher's perspective): Why must replication researchers wait a month after submission of the final replication to present/publicize their results?

Answer: 3ie is attempting to balance the differing needs of replication researchers and original authors. 3ie is also aiming to provide a space for original authors to discuss their initial opinion pertaining to the replication. The one month waiting period is intended to not hinder the replication researchers in their desire to present their findings. The original author's response period is not intended to allow for a replication of the replication study. In addition, the replication plans are published online and therefore made available to the original author before any funding is released to the replication researcher. 3ie believes one month will allow original authors enough time to read and provide their first reactions to the replication study, while not significantly influencing the replication researcher's potential presentation and publication schedule.

Exhibit 2. Scope of Work for Replication

[Insert proposal text here.]