



REQUEST FOR PROPOSAL (RfP)
Provision of technical assistance to the Greater London
Authority (GLA) to decarbonise energy use and move towards
24/7 Carbon Free Energy

C40 Climate Leadership Group, Inc.
120 Park Avenue, 23rd Floor
New York, NY 10017
United States of America

April 2022

1. C40 Cities Climate Leadership Group



The C40 Cities Climate Leadership Group connects 97 of the world's greatest cities, representing 700+ million people and one quarter of the global economy. Created and led by cities, C40 is focused on tackling climate change and driving urban action that reduces greenhouse gas emissions and climate risks, while increasing the health, wellbeing and economic opportunities of urban citizens.

The current chair of the C40 is Mayor of London Sadiq Khan; three-term Mayor of New York City Michael R. Bloomberg serves as President of the Board. C40 is governed by a Steering Committee made up of C40 member city mayors, elected by their peers to represent the geographic diversity of the network. Currently, the C40 Steering Committee includes the mayors of Abidjan, Barcelona, Bogotá, Buenos Aires, Dhaka North, Dubai, Freetown, Hong Kong, Jakarta, Johannesburg, London, Los Angeles, Milan, Phoenix, Stockholm, and Tokyo.

C40's work is made possible by our three strategic funders: Bloomberg Philanthropies, Children's Investment Fund Foundation (CIFF), and Realdania.

C40 positions cities as a leading force for climate action around the world. We define and amplify their call to national governments for greater support and autonomy in creating a sustainable future. Working across multiple sectors and initiative areas, C40 convenes networks of cities providing a suite of services in support of their efforts, including: direct technical assistance; facilitating of peer-to-peer exchange; and research, knowledge management and communications.

As a climate organisation of the world's greatest cities, C40 supports its members to move on to a low carbon development pathway, adapt to climate change, curb GHG emissions, and engage in partnerships among themselves and with global organisations, national governments, the private sector and civil society.

C40 Cities Climate Leadership Group, Inc. is a U.S. not-for-profit 501(c)(3) registered organisation, working with the world's megacities to tackle climate change. With offices in London and New York, and people working across the globe, C40 has about 220 staff members. Around a half are UK based, around a tenth are US based, the remainder cover roughly another 15 countries. C40 is continuing to expand with plans to register entities in other countries this year. C40 Inc. in the U.S. would remain as the party entering into contracts and handling most financial transactions for all its global affiliates.

2. Summary and Background of the Project

C40 launched in September 2021 the [Renewable Energy Declaration](#). This declaration will help to raise cities' ambition on renewable energy and show the world that cities are a force to be reckoned with in the energy transition. 15 C40 Cities signed this declaration committing to power green and just cities.

Google has committed to decarbonize their electricity supply and operate on 24/7 carbon-free energy (“24/7 CFE”), everywhere, by 2030. In 2007 Google went carbon neutral – offsetting as much carbon as their operations generated. In 2017, they became the first company of their size to match 100% of annual electricity consumption with renewable energy.

In September 2021, UN-Energy introduced the Energy Compacts, which are voluntary commitments on all SDG7 targets, which are open to Member States and non-state actors, such as companies, regional/local governments, NGOs, and others. The [24/7 Carbon-Free Energy Compact](#) is supported by a group of energy buyers, energy suppliers, governments, system operators, solutions providers, investors, and other organizations on a mission to transform global electricity grids to “absolute zero” - or full decarbonization. 24/7 Carbon-free Energy means that every kilowatt-hour of electricity consumption is met with carbon-free electricity sources, every hour of every day, everywhere. It is both the end state of a fully decarbonized electricity system, and a transformative approach to energy procurement, supply, and policy design that is critical to accelerating its arrival. The 24/7 Carbon-free Energy Compact is a [set of principles and actions](#) that stakeholders across the energy ecosystem can commit to in order to drive systemic change.

In order to be able to identify what 24/7 carbon-free energy means at a city level, C40 and Google developed a white paper that outlines the necessary steps that need to be taken to enable the transition to 24/7 CFE. Considering the complexity of cities structures and the different contexts in terms of size, policy landscape, energy market structure, technology & data availability in various parts of the world, this white paper addresses what 24/7 CFE looks like in different city typologies. Although the white paper looks at different city typologies, there are a number of key recommendations that apply for all cities that want to follow the 24/7 CFE approach. These are illustrated below:

- Improve energy supply and demand data management and analysis to better understand energy efficiency, demand side management potential and CFE generation profiles.
- Prioritise energy efficiency measures to reduce city-owned consumption as a first, no-regret step towards matching electricity supply and demand profiles.
- Electrify end-uses where possible e.g. in the transport sector to enable increased supply flexibility and increase options for shifting load across multiple end-uses to smooth demand profiles.
- Increase grid flexibility and identify load-shifting opportunities which can increase the number of hours of the year met with CFE supply, without disrupting city economic activity.
- Create a positive environment for private sector investment in electricity sector decarbonisation initiatives that drive progress towards 24/7 CFE and benefit low income and marginalised groups, strengthening diversity and inclusivity in the energy sector.
- Develop structures for stakeholder collaboration and private sector engagement to accelerate the deployment of carbon-free energy across city-owned and city-wide meters.

London aims to achieve net zero carbon emissions by 2030 and Mayor Khan has established this as a key priority. London has signed the C40 [Renewable Energy Declaration](#) in September 2021, committing to the highest level of ambition on the energy transition. Recent

modelling done by the city confirms that achieving their decarbonisation target will require transformative change, including significant investment in clean, smart and integrated energy systems. Increasing renewable and distributed energy is a key strategy to achieve this (with a 1GW solar deployment target¹), along with using the combined buying power of the GLA group to secure clean energy bulk purchase agreements.

In parallel, the electrification of London's heat and transport sectors will increase electricity's contribution to London's carbon footprint while creating new opportunities for using demand side management and flexibility to accommodate a higher share of variable renewable energy sources on the grid.

The city is looking to explore transformative approaches like 24/7 CFE to progress towards their decarbonisation objectives. With this project, C4O is looking to support London with exploring how a 24/7 CFE approach could help unlock the city's demand side flexibility to accelerate electricity decarbonisation – within London and beyond. Through this project, C4O and London will aim at verifying the findings of the white paper and at proving that 24/7 CFE is possible at a city level. This project will build on the work already undertaken by the city and their partners, including the [FlexLondon](#) programme and the [CarbonFlex](#) research project.

3. Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until **23:59 Greenwich mean Time (GMT), 18 of May, 2022**. Any proposals received after this date and time will not be accepted and will be returned to the sender. All proposals should include clear timetables, how they would work with C4O, clear costs and detail on experience in this area.

The proposal should clearly indicate the required input from C4O staff, suggested input from GLA staff, timeline of implementation, and any required background work or set up. Furthermore, the submission should show how the respondent intends that the project governance and management should work. This should, as a minimum, cover proposed working partnership with C4O, key roles and responsibilities, reporting, change requests, escalation of issues, sign-off of work stages, and acceptance criteria.

Respondents are also required to set out any risks and assumptions made in planning this work. Where risks are identified appropriate management and mitigation strategies should also be outlined.

The proposal should include details on how a risk assessment would be completed and what that would include.

If the organisation submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted

¹ A recent report for GLA on pathways to net zero by 2030 indicates (in the accelerated green pathway) that London would likely need 1.5GW of solar by 2030

work. Any proposals which call for outsourcing or contracting work must include a name and description of the organisations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RfP. A copy of C40's Terms & Conditions is available in Annex 1. All contractual terms and conditions will be subject to review by C40's legal department and will include scope, budget, schedule and other necessary items pertaining to the project. Annex 2 include the contractual flowdown requirements linked to the funding source for this work.

4. Project Purpose and Description

This Request for Proposal is to solicit proposals from various candidates, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best represents the direction C40 wishes to go for this project.

The 2021 [Hidden Carbon Economy](#) report demonstrated that flexible energy technologies (solar batteries and heat pumps) have the potential to flex to more granular (temporal and locational) carbon signals than they do today, leading to greater local and national GHG reduction outcomes. However, **further work is needed to fully assess the carbon reduction potential of demand flexing across London** to progress towards a fully decarbonised electricity system, every hour of the day, every day of the year.

The purpose of this project is to provide technical assistance to London to:

- Fully assess the potential of providing flexibility at citywide level to progress towards real-time grid decarbonisation objectives and GHG emissions reductions; and
- Develop a strategy, roadmap or plan, with suggested actions, policies, pilots or incentives for London to embrace the opportunities and overcome the challenges identified as well as setting up the necessary stakeholder engagement processes.

The scope included in this Request for Proposal is provided as guidance. Respondents are fully expected to outline their own suggestions and views on the priorities for the city to explore how demand-side flexibility could help the city progress towards 24/7 CFE, based on the existing work done as part of the [LondonFlex](#) programme and on the findings and recommendations of the [Hidden Carbon Economy](#) report, and how they propose to address these questions through this project. Respondents will need to take account of the Mayor of London's existing powers and resources, though may wish to make recommendations on future devolution from national Government to the Mayor (though this should not be the primary focus of the work).

The project will cover some or all of the following:

A. Define key priorities and questions to explore further

Based on existing work done as part of the [LondonFlex](#) programme and on the findings and recommendations of the [Hidden Carbon Economy](#) report, the respondents are expected to help the city establish priorities and a list of key questions and next steps to explore how increased demand side flexibility can help the city to progress towards full, real-time grid

decarbonisation. The respondents should outline what areas of the Hidden Carbon research require further validation in London and how they propose to approach these.

B. Establish baseline assessment of the city's current '24/7 CFE score'

The contractor will assess London's current 'CFE score' to provide a baseline, detailed understanding of electricity-related GHG emissions across London, and where are the key challenges to achieve full grid decarbonisation. This will include looking at current data as well as assess future evolutions due to local and national policies.

C. Analyse the citywide demand-side management opportunity

The contractor will quantify the total GHG emissions savings potential of flexibility solutions across London (both now and in the future, anticipating energy markets and systems changes). This will expand on existing work by looking at a fuller range of flexibility solutions and providing a granular understanding of the temporal and locational impact. This will also quantify the potential results from flexing GLA group-controlled assets.

The contractor will also articulate outstanding challenges to maximise the identified potential and recommendations to overcome them.

D. Develop an implementation roadmap

The contractor will work with London to develop an implementation roadmap outlining key steps to be taken by the GLA and by other stakeholders in the short, medium and long term to fully unlock the emissions reductions potential of demand side flexibility with a comprehensive list of actions to be taken (including for flexing GLA assets) and a detailed timeline.

E. Set up a stakeholder engagement process

The contractor will be expected to use its existing network of partners to establish meaningful engagement with key stakeholders, with the dual purpose of:

- Ensuring that the project deliverables are supported by a wide group of critical actors of the energy sector and that they reflect the latest science and expertise
- Brokering conversations between the GLA and key stakeholders to advance the implementation of the roadmap and more broadly to accelerate the uptake of flexibility solutions.

F. Prepare a demonstration pilot proposal

The contractor will support London in designing a demonstration project that would help to provide real-world evidence of the feasibility and value of one or more flexibility use cases. This will involve identifying an existing asset that could be flexed, negotiate with the asset owner, design a reward mechanism and define a monitoring and evaluation approach. This would also involve identifying potential funding sources for the actual implementation of the pilot and reaching up to the launch stage of the demonstration pilot. The contractor should also take account of what is the right amount that the asset needs to flex in order to be representative of what would be required if the whole city went down this approach.

5. Detailed Project Scope

As an alternative or in addition to the tasks listed below, the respondents are invited to share their own ideas and suggestions regarding scope and methodological approaches.

Task 1 – Develop a detailed project plan

This task is focused on identifying the priorities in London and their partners' existing work on demand flexibility that are due further exploration and analysis as part of this project. The contractor will be expected to hold a number of workshops with GLA staff members and C40 (as required) to refine the scope of work and establish a detailed work plan for delivering the key outputs identified.

In their RfP response, the contractor should suggest their initial proposal for the scope of work, timeline and key deliverables based on the Project Purpose and Description section above. This response will constitute the standard for what C40 and GLA staff can expect to find in the detailed project plan in terms of resources, breadth of scope and timeline.

The outcome of this task should be a detailed work plan agreed by the contractor and C40.

Indicative timeline	Weeks 1 - 3
Deliverable	Detailed workplan
C40 and city support	<ul style="list-style-type: none"> • C40 will liaise with key GLA staff to establish key relationships • C40 will respond to questions from the contractor with regards to expectations and will review work in a timely manner.

Task 2 – Establish baseline assessment of London's '24/7 CFE score'

This task constitutes the baseline analysis necessary to the project. The contractor will assess London's current 'CFE score'. This would need to include:

- An analysis of the carbon intensity of electricity supply in London at a granular hourly level (either based on real world data or extrapolated).
- The expected impact of London and the United Kingdom's plan for the energy sector on this 'score'.
- The main challenges (e.g. specific days, types of energy use, regulatory framework) to achieve full, real-time decarbonisation of electricity use.

To do this, the contractor will need to use existing datasets and modelling exercises done by the Greater London Authority and others, as well as existing research on the concept of 24/7 CFE and on urban energy systems, including the white paper to be published by C40 on what the concept of 24/7 CFE means for cities.

The outcome of this task will be a short (5-10 pages), designed report, as well as a short presentation (type Power Point) that can be shared with internal GLA stakeholders.

Indicative timeline	Weeks 1 - 4
Deliverable	Short report
C4O and city support	<ul style="list-style-type: none"> • The GLA will share all relevant, available data. • C4O will review deliverables and provide input as necessary.

Task 3 – Analyse the citywide demand-side management opportunity

This task is expected to be one of the two core components of this work.

This task will include refining and/or validating existing methodological approaches to assess the carbon savings potential of demand side flexibility measures. The contractor will also be expected to validate a full range of flexibility technology use cases beyond the two already identified in the Hidden Carbon Economy report that could be deployed in London, analysing their different local and temporal contribution.

This will be the basis to comprehensively quantify the carbon savings potential of 24/7 flexing across London, both for the city itself and as an enabler of broader GHG emissions reductions nationally. This should cover what is possible today and what might become possible in the future with anticipated market, technological and systems development. In addition, it should provide a detailed quantification of current and future carbon savings resulting from flexing of GLA group-controlled assets.

The contractor will also articulate outstanding challenges to maximise the identified potential – technical, regulatory, economic, methodological (e.g. on GHG emissions reductions reporting and valuation) etc. This will include recommendations on how to overcome these challenges.

The outcome of this task will be a designed 10 to 20-page report, with a compelling methodology section and a clear description of results. This will be accompanied by detailed technical annexes comprising the data work undertaken.

Indicative timeline	Weeks 3-12
Deliverable	Report and technical annexes
C4O and city support	<ul style="list-style-type: none"> • The GLA will share existing analysis and modelling. • C4O will support the identification of relevant data sources and research, if required.

Task 4 – Develop an implementation roadmap

This task is expected to be one of the two core components of this work.

The contractor will work with London to develop an implementation roadmap outlining key steps to be taken by the GLA and by other stakeholders in the short, medium and long term to fully unlock the emissions reductions potential of demand side flexibility. This roadmap should detail:

- Suggested targets and objectives for the deployment of flexibility solutions, with a prioritisation of technologies and consumers;
- Recommended policies and actions to accelerate the uptake of flexible solutions by private sector stakeholders and residents (e.g. regulations, incentives, public awareness campaigns, etc.);
- An action plan to maximise the demand side flexibility potential of assets controlled by the GLA group, with a timeline for implementation, investments required, etc.;
- An overview of the necessary upgrades to London's physical energy infrastructure;
- The methodological questions and evidence gaps that need to be explored further, through additional research or pilot projects; and
- A detailed timeline for the implementation of all of the above.

This process should be informed by regular engagement with GLA staff, a review of international best practices and experts' views gathered as part of the stakeholder engagement process.

The outcome of this task should be a detailed roadmap, the format of which is to be confirmed. A summary for high-level makers such as deputy mayors or mayors (covering both the citywide analysis of demand side flexibility potential and the roadmap will also be produced in a format to be confirmed.

Indicative timeline	Weeks 12 - 21
Deliverable	Detailed roadmap
C4O and city support	<ul style="list-style-type: none"> • The GLA and C4O will hold regular meetings with the contractors and regularly review deliverables in a timely manner • The GLA and C4O will facilitate introductions to key stakeholders if/where required • C4O will share best practices from international cities to inform the roadmap

Task 5 – Set up stakeholder engagement process

The contractor will identify key stakeholders that would be vital for the implementation of the roadmap. For the stakeholder mapping process, the following are suggested:

- Stakeholder identification
- Stakeholder analysis: this should include the level of influence, interest and involvement they have in the project
- Stakeholder mapping: this should include the creation of an infographic representing the above analysis
- Stakeholder prioritization: this should include a proposal for an engagement plan with the stakeholders based on their position on the map.

The contractor is expected to use its existing network of partners to establish meaningful engagement with key stakeholders – large local demand users, network operators, energy regulators etc. This will enable to use experts' views as part of the project to inform and validate the analyses and recommendations produced.

In addition, the contractor will broker structured conversation between the GLA and major energy system stakeholders (e.g. BEIS, Ofgem, Systems Operators(SOs) and Distribution Network Operators (DNOs), energy suppliers) to discuss methodologies and approaches to properly value and reward the services provided by flexibility providers to the national energy system, as well as initiate a dialogue on future market reforms that could unlock London's flexibility potential.

The outcome of this task should be:

- A short stakeholder engagement plan
- Input from key stakeholders in the various project deliverables
- A set of structured conversations between the GLA and key stakeholders.

Indicative timeline	Week 3 – 26 [Final week]
Deliverable	Stakeholder engagement plan Input from key stakeholders in project deliverables Structured conversations
C40 and city support	<ul style="list-style-type: none"> • C40 and the GLA will review and advise on stakeholder identification and facilitate introductions as/where feasible • C40 and the GLA will participate in structured conversations with key stakeholders

Task 6 – Prepare a demonstration pilot proposal

The contractor will support London in designing a demonstration project that would help to provide real-world evidence of the feasibility and value of one or more flexibility use cases. This will involve identifying an existing asset that could be flexed, negotiate with the asset owner, design a reward mechanism and define a monitoring and evaluation approach. This would also involve identifying potential funding sources for the actual implementation of the pilot.

The outcome of this task will be a designed 10 to 20-page report, accompanied by a presentation (type Power Point)

Indicative timeline	Week 20 - 26
Deliverable	Demonstration project proposal
C40 and city support	<ul style="list-style-type: none"> • The GLA will support the identification of an asset for a demonstration project and facilitate introductions if/where necessary • The GLA and C40 will review the project proposal

Task 7 – Project management

The contractor will participate in an inception call with C40 and GLA staff, during which a timeline, ways of working and an initial work plan will be agreed. In week 3 (as per task 1), the

contractor will organise a workshop with C4O and the GLA to agree a final, detailed scope of works, work plan and timeline – in line with the submitted proposal – and the contractor will highlight any identified risks for the delivery. The contractor should identify one person who will act as the main point of contact for the whole duration of this project. It is expected that this person will be part of the project team presented in the proposal.

From its side, C4O will prepare and share all available information prior to the inception call so that the contractor is able to update its work plan based on this information.

Regular progress meetings will be organised by the contractor with C4O and the GLA (as appropriate). The contractor will be expected to oversee all project-management related matters (e.g. minutes taking, agenda, etc.) of this project.

Indicative timeline	Week 1 – Kick off call Week 3 – Workshop to agree SoW, work plan and timeline Week 1 – 26 [Final week]
Milestones/Deliverables	<ul style="list-style-type: none"> • Weekly calls • Quarterly progress reports (short, written)
C4O and city support	<ul style="list-style-type: none"> • C4O will provide available information in relation to the project prior to the call. • C4O will review all deliverables.

Additional information

All tasks costed should include a breakdown of days, staff and cost for any activities that the bidding organisation considers would be of value including costs for any additional project management costs.

Language

The consultant/delivery partner team will need to be fluent in English. All communication with C4O or partners will be in English. Project deliverables will be in English.

Communication and progress reporting

The project will start with an inception/kick-off call between C4O, the contractor and representatives from the Greater London Authority. These will be followed by regular one-hour catch-up calls every week (to be agreed during the inception call). These meetings will be supplemented with additional calls as required.

Project management

A C4O project manager will oversee the project and be an active partner. The contractor is expected to foster close and constructive working relationships with the project manager, who will act as the main focal point within C4O. All products must be approved by C4O.

6. RfP and Project Timeline

RfP Timeline:

All proposals in response for this RfP are due no later than **23:59 Greenwich mean Time (GMT), 18 of May, 2022**

Evaluation of proposals will be conducted from 18 to 27 May. If additional information or discussions are needed with any bidders during the first week of this window, the bidder(s) will be notified.

The selection decision for the winning bidder will be made no later than 3 June 2022. The selected bidder shall be expected to start work thereafter.

Notifications to bidders who were not selected will be completed by November 26, 2021.

Activity	Date
Request for Proposals sent out	20 April 2022
Written responses submitted to C40	18 May 2022
Evaluation of written response	18-27 May 2022
Follow up calls if needed	26-27 May 2022
Selection decision made	3 June 2022
All bidders notified of outcome	8 June 2022

Project Timeline:

The project is due to run until between June 2022 - December 2022 (26 weeks).

7. Project Budget

All proposals must include proposed costs to complete the tasks described in the project scope. Costs should be stated as one-time or non-recurring costs or monthly recurring costs. Please provide an itemised budget for each task in the '5. Project Scope'; day rates for any staff in the project team, and any additional costs related to your work on this project i.e. any design related costs for the report or the infographic. Costs including days spent and expenses will need to be provided on a monthly basis during the project. No travel is expected as part of this project.

The total budget available for this contract is USD 190,000 (one hundred and ninety thousand United States dollars).

8. Bidder Qualifications

The proposals submitted should include:

- Timeframe & detailed methodology or work programme for how you will address the tasks, including how you will meet the milestones/deliverables.
- A full and detailed cost and day rate breakdown by task according to the work programme, including payment schedule; costs should be stated as one-time or

non-recurring costs or monthly recurring costs. Any project management costs should be also listed. NOTE: C4O does not pay more than once per month

- Description of experience in similar projects delivered.
- List of the staff, job titles and summary of their experience, who would be working on the project
- References from other similar clients
- Project management methodology
- Communications strategy for how you will work with C4O

Evidence of expertise in the following areas should also be provided in the proposal:

- Experience and knowledge of municipal, state and/or national carbon free, clean or renewable energy policies and plans, strategies and programmes, financial mechanisms, business models, available technologies, etc. as well as the role of cities in the energy transition
- Experience and knowledge with regards to the role of demand side management and flexibility in cities and beyond in accelerating the transition to decarbonised grids, including technologies, regulatory challenges, market mechanisms, etc.
- Experience and knowledge of tools and methods to carry out socio-economic, technological and political analysis of energy or electricity policies and strategies (including of their socio-economic impacts in terms of job creation, health impacts etc)
- Experience or knowledge of other stakeholders' or actors' policies with regards to carbon free, clean or renewable programs and initiatives
- Knowledge of international climate and energy processes and institutions.

The bidder can put together a consortium of suppliers to deliver this project. In that case, a description of the concrete roles and expertise of each organisation needs to be provided.

9. Proposal Evaluation Criteria

C4O will evaluate all proposals based on the following criteria:

- Overall proposal suitability: ability to meet the scope and needs included in this document with special attention on the ability to deliver in the timeframe of the project as outlined in Section 6.
- Organisational experience
- Value and cost
- Expertise (technical, experience etc)

Proposals will be evaluated against the following criteria:

Robustness of the project delivery proposal	35%
Project management – ability to deliver outputs to time, cost and quality	20%
Expertise and experience of the project team in: • Municipal, state and/or national carbon free, clean or renewable energy policies and plans, strategies and programmes, financial mechanisms, business models, available technologies, etc. as well as the role of cities in the energy transition	35%

• The role of demand side management and flexibility in cities and beyond in accelerating the transition to decarbonised grids, including technologies, regulatory challenges, market mechanisms, etc.	
Value for money	10%

Each bidder must submit 1 copy of their proposal to the email address below by **23:59 Greenwich mean Time (GMT), 18 of May, 2022**

Constant Alarcon, Programme Manager - Clean Energy: calarcon@c40.org

ANNEX 1: Terms and Conditions

Service Provider Agreement –Entity



SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (this "Agreement"), is dated as of {day, month}, 2017 (the "Effective Date"), by and between C40 CITIES CLIMATE LEADERSHIP GROUP INC., a Delaware non-profit corporation ("Company"), and {service provider name}, having its principal place of business at {business address} ("Service Provider").

RECITAL

Company desires to engage the services of Service Provider, and Service Provider desires to render such services to Company, in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Service Provider Services. During the Term (as defined below), Service Provider shall provide services and/or advice to Company as set forth on Statement(s) of Work (the "Services"), including Statement of Work No. 1, attached hereto as Exhibit A. The Services shall be performed by employees under the control of the Service Provider. Service Provider shall cause its employees or agents performing the Services hereunder to use their best efforts in connection with the performance of such Services. All employees or agents of Service Provider performing any portion of the Services shall be subject to background searches as may be required by Company.

2. Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall terminate upon completion of the Services, unless extended by Company in writing or earlier terminated in accordance with the provisions of Section 3.

3. Termination. The engagement of Service Provider may be terminated at any time by Company upon notice to Service Provider. Following termination, Company's only obligation to Service Provider shall be to pay Service Provider in accordance with the provisions of Section 8 the fees accrued for the Services rendered by Service Provider hereunder to the date such termination is effective.

4. Confidentiality.

(a) Service Provider hereby covenants and agrees that it shall keep strictly confidential all information that it presently possesses, has obtained or may obtain in connection with the Services with respect to trade secrets, private or confidential information or other confidential affairs of Company, C40 Cities Climate Leadership Group Inc. and/or its and their respective member(s), owner(s), associates and related entities, including, without limitation, information, photographs or video, conversations, operations, computer hardware and software, systems, databases, methods, concepts, data, equipment, compensation figures, suppliers, lists, advertising, technical processes and applications and other business affairs and methods, plans, details or information as to Company, C40 Cities Climate Leadership Group Inc. and/or its and their respective member(s), owner(s), associates and related entities, its or their personnel, and other information in connection with Company not readily available to the public (collectively, "Confidential Information"). For the avoidance of doubt, "Confidential Information" shall include the existence of this Agreement, the terms hereof, any and all information or communications marked "confidential" by Company and any and all information or communications regarding the Services.

(b) Without limiting Service Provider's obligations under Section 4(a), Service Provider shall use at least the same care and discretion to safeguard and avoid the disclosure, publication or dissemination of the Confidential Information as it uses with its own information that it does not wish to disclose, publish or disseminate. Without the prior written consent of Company, Service Provider shall not disclose to any

third party the Confidential Information or the fact that the Confidential Information has been made available by Company; *provided, however*, that Service Provider may disclose Confidential Information to its employees who are providing the Services hereunder to the extent that such employees have a need to know such information. Service Provider shall procure the agreement of such employees to adhere to the obligations set forth in this Section 4, and Service Provider shall be responsible for any breach thereof by such employees. For the avoidance of doubt, Service Provider shall not refer to Company in any marketing, advertising, press releases or public statements without Company's prior written consent.

(c) If Service Provider is required pursuant to legal process to disclose any Confidential Information, it shall promptly so notify Company, in order to permit Company to seek a protective order or take other appropriate action. Service Provider shall cooperate in Company's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If, in the absence of a protective order, Service Provider is, in the written opinion of its counsel addressed to Company, compelled as a matter of law to disclose the Confidential Information, Service Provider may disclose to the party compelling disclosure only that part of the Confidential Information required by law to be disclosed.

(d) Service Provider shall promptly notify Company in writing if any information comes to its attention, which information may indicate there was or is likely to be a loss of confidentiality of any portion of Confidential Information. Service Provider shall use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information and to prevent further unauthorized disclosure or loss of any Confidential Information.

(e) Any Confidential Information furnished to Service Provider by anyone acting on behalf of Company and any memoranda, presentations, analyses, studies, drawings, compilations or other documents prepared by Service Provider for purposes hereof shall be deemed to be Confidential Information subject to the terms hereof. Service Provider shall keep a record of the Confidential Information furnished to, or prepared by, it and of the location of such Confidential Information.

(f) At either the written request of Company, or upon the termination of this Agreement, Service Provider shall immediately return to Company (i) all copies of all written Confidential Information which has been provided to Service Provider including, but not limited to, written summaries of any oral Confidential Information provided by Company, and (ii) all copies of memoranda, presentations, analyses, studies, drawings, compilations or other documents prepared by Service Provider in connection with the Services. Notwithstanding the foregoing, Service Provider may retain copies of any Confidential Information in routine back-up of electronic data processing systems. Service Provider's obligations under this Agreement shall survive any return or destruction of the Confidential Information.

(g) Notwithstanding the foregoing, it is understood that when known or available in the public domain, through no act or failure to act by Service Provider, or if previously and lawfully known to Service Provider or if subsequently lawfully acquired by Service Provider from third parties not under any obligation of confidentiality or secrecy to Company, such information shall not be deemed to be Confidential Information subject hereto.

5. Ownership.

(a) Service Provider acknowledges and agrees that any ideas, concepts, creations, discussions, plans, inventions, discoveries, processes, writings, art work, designs, drawings, computer programs, source code, object code, code/software documentation, original works of authorship and any other work product of any nature whatsoever prepared or produced in connection with the Services (collectively and together with any improvements or derivative works thereof, the "Works"), are done under Company's direction and control and have been specifically ordered and commissioned by Company.



Service Provider further acknowledges and agrees that the Works hereunder, and all materials contained therein or prepared therefor, shall be deemed to be Work Made For Hire on behalf of Company as such term is defined under the copyright laws of the United States, and that Company shall be the sole owner of the Works, and all underlying rights therein, worldwide and in perpetuity.

(b) In the event that the Works, or any portion thereof, do not qualify or are deemed not to be Work Made For Hire, Service Provider hereby irrevocably grants, transfers and assigns any and all right, title and interest in and to the Works and all materials contained therein or prepared therefor, and any improvements thereon, including all intellectual property rights, including, but not limited to, any and all rights that may exist from time to time in this or any other jurisdiction whether foreign or domestic, under patent law, copyright law, publicity rights law, moral law, trade secret law, semiconductor chip law, trademark law, unfair competition law, or other similar protections regardless of whether or not such rights or protections are registered or perfected ("IP Rights"). Service Provider shall cooperate fully with Company and shall execute such further documentation as Company may request in order to establish, secure, maintain or protect Company's ownership of the Works and/or any IP Rights therein. Furthermore, Service Provider agrees that it shall never transfer, license or assign the Works and/or any IP Rights therein to any third party, nor purport to do the same, nor contest Company's exclusive, complete and unrestricted ownership in and to the Works and/or any IP Rights therein, nor claim adverse rights therein. In addition to the foregoing, Service Provider acknowledges that it shall not be entitled to any compensation beyond that specifically provided herein for any of the Works and/or any IP Rights therein.

(c) Upon the termination hereof, Service Provider shall immediately deliver to Company in understandable and organized form, all Works and works-in-progress, and shall, at no extra charge, make its employees available to, and cooperate with, Company's designees in connection with the transition of Service Provider's work.

6. Non-Disparagement and Non-Disclosure. Service Provider recognizes and agrees that as a result of its engagement by Company, it is assuming a position of confidence and trust and as such shall not in any way defame, disparage, libel or slander Company, C40 Cities Climate Leadership Group Inc. and/or its and their respective member(s), owner(s), associates and related entities, and shall not, during the Term or thereafter, contact, respond to any request from, or in any way discuss Company, C40 Cities Climate Leadership Group Inc. and/or its and their respective member(s), owner(s), associates or related entities with any news provider or other media (print, television or otherwise).

7. Non-Solicit. During the Term, Service Provider shall not, alone or with others, solicit, induce, influence, or attempt to solicit, induce or influence (i) any employee, officer, volunteer, associate, agent, consultant or independent contractor of Company to discontinue his or her employment or other business arrangements with Company; or (ii) any former, present or future vendor or party with a business relationship with Company to reduce or discontinue any business relationship with Company, to refrain from entering into any new business relationship with Company, or to otherwise adversely modify its relationship with Company.

8. Fees. Service Provider shall invoice Company for the Services as provided in the Statement(s) of Work. Each such invoice shall be payable to Service Provider within thirty (30) days of its receipt by Company. Invoices shall be addressed to C40 Cities Climate Leadership Group Inc., c/o Geller & Co., 909 Third Avenue, 15th Floor, New York, NY 10022 with attention to Brandon Jefferson and be delivered via electronic mail to: finance@c40.org ; *provided*, that if it is impracticable for Service Provider to deliver invoices via electronic mail, invoices may be mailed by post to the following address: C40 Cities Climate Leadership Group Inc., c/o Geller & Co., 909 Third Avenue, 15th Floor, New York, NY 10022 with attention to Brandon Jefferson.

9. Representations, Warranties and Covenants. Service Provider represents, warrants and covenants that: (a) it has and shall maintain during the term of this Agreement the proper licenses and rights to perform the Services; (b) it shall diligently and timely provide the Services in a professional and workmanlike manner in accordance with the highest industry standards; (c) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations including, but not limited to, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and shall remain in compliance during the term of this Agreement; (d) it is in compliance with all applicable affirmative action laws and regulations, including but not limited to Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Jobs for Veterans Act of 2003, and Section 503 of the Rehabilitation Act of 1973; (e) it has established adequate safety standards and protocols and that employees, contractors, agents or other personnel performing Services on Service Provider's behalf (collectively, "Personnel") shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (f) it shall instruct its Personnel in any safety standards and protocols promulgated by Company, or the management of a facility occupied by Company, and that its Personnel shall follow such standards and protocols; (g) the Personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the Services pursuant to this Agreement; (h) the Personnel are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable, and (i) neither the Works nor any other materials provided or licensed to Company hereunder are defamatory or infringe, misappropriate or violate the patents, copyrights, trademarks, trade secrets, database rights, privacy rights, publicity rights, or any other intellectual property or proprietary rights of any third party, and Service Provider has all rights and licenses necessary to grant all rights and licenses granted or assigned herein. At any time, Company may request Service Provider to present copies of Service Provider's programs, policies and/or documentation as to any training provided by Service Provider to its Personnel including, but not limited to, OSHA-related training.

10. Limited Liability. Recourse hereunder against Company shall be limited to the fees earned by and payable to Service Provider pursuant to Section 8, and in no event shall include consequential, special or indirect damages or claims for loss of profit or business. No individual member, officer, official, employee, volunteer, agent or affiliate of Company or C40 Cities Climate Leadership Group Inc. shall be personally liable hereunder, and no recourse shall be held against any such party's assets by reason of a breach of this Agreement by Company or otherwise.

11. Indemnity; Insurance.

(a) Service Provider shall indemnify, protect, defend and hold harmless Company, C40 Cities Climate Leadership Group Inc. and its and their respective affiliates, members, employees, volunteers, consultants, agents and contractors (collectively, "Indemnitees") from and against any and all liability, claims, suits, demands, damages, judgments, costs, fines, penalties, interest and expenses (including reasonable counsel and other professional fees and disbursements incurred in any action or proceeding), to which the Indemnitees may be subject or suffer arising from, or in connection with, Service Provider's breach of this Agreement, the negligence or willful misconduct of Service Provider or any of its agents, contractors, subcontractors, servants or employees, any negligent errors or omissions in the performance by Service Provider of the Services, or which otherwise arise by, through or under Service Provider.

(b) Service Provider covenants to maintain a workers compensation insurance policy (with employer's liability coverage), umbrella liability policy, professional liability policy, automobile liability policy, if applicable, and commercial general liability policy, each in form and substance reasonably satisfactory to Company and with coverage limits that would be maintained by a prudent party in Service Provider's industry performing work similar to the Services. Service Provider shall cause Company (with the following address: c/o Geller & Company, attn: Diane Gubelli, 909 Third Ave., New York, NY 10022)

(and any other party that Company may reasonably request) to be named as an additional insured under the commercial general liability policy and, upon Company's request, shall provide Company with certificates evidencing such policies. Each such policy shall have a waiver of any right of subrogation against Company, and shall obligate the insurer to provide and pay the costs of defense of the additional insureds on a primary basis without regard to any other potentially applicable insurance available to the additional insureds.

12. Injunctive Relief. The parties acknowledge that in the event of a breach or a threatened breach by Service Provider of its obligations of confidentiality under Section 4 of this Agreement, Company will not have an adequate remedy at law alone. Accordingly, in the event of any such breach or threatened breach by Service Provider, in addition to damages and any other remedies provided by law, Company shall be entitled to specific performance, or otherwise to such equitable and injunctive relief as may be available to restrain Service Provider (or any business, firm, partnership, individual, corporation or entity participating in such breach or threatened breach) from the violation of the provisions hereof. Nothing herein shall be construed as prohibiting Company from pursuing any other remedies available at law or in equity for such breach or threatened breach. In addition, in the event of any violation of this Agreement, Service Provider shall reimburse Company for all costs and expenses, including reasonable attorneys' fees, incurred in order to enforce the provisions of this Agreement or exercise any remedies for a violation thereof.

13. Notices. All notices pursuant to this Agreement shall be in writing, shall either be delivered by electronic mail, by hand or mailed by certified or registered mail, return receipt requested, postage prepaid (i) to Service Provider, to the email address and/ or the address set forth on the Payment Information Form (PIF) or (ii) if to Company, to the email address, finance@c40.org or C40 Cities Climate Leadership Group Inc., c/o Geller & Co., 909 Third Avenue, 15th Floor New York, NY 10022, Attention: Brandon Jefferson (or to such other addresses as either party may designate for such purpose in written notice) and shall be effective upon receipt when delivered by electronic mail or hand or on the third business day after the day on which mailed.

14. Miscellaneous.

(a) Service Provider may not enter into subcontracts with respect to the Services or otherwise assign or delegate its obligations hereunder without Company's prior written consent in each instance. If Company so approves any subcontractors with respect to the Services, Service Provider shall promptly, upon Company's request, provide to Company all information that Company may reasonably request with respect to each such subcontractor. Service Provider shall ensure all such approved subcontractors' compliance with the terms of this Agreement.

(b) To the extent the service relationship between Company and Service Provider commenced prior to the execution of this Agreement, the provisions of Sections 4 and 5 shall apply retroactively from the start of such consultancy. The provisions of Sections 4, 5, 6, 9, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement and the termination of the consultancy.

(c) Nothing in this Agreement shall be deemed to create a joint venture, franchise, partnership, employer-employee relationship or principal-agent relationship between Company and Service Provider.

(d) This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no modification or waiver of any provision hereof shall be binding upon any party unless in writing and signed by the parties hereto. No waiver or modification shall be deemed to be a subsequent waiver or modification of the same or any other term, covenant or condition in this Agreement. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall



any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

(e) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, executors and administrators.

(g) This Agreement may not be assigned, in whole or in part, by Service Provider without the prior written consent of Company (any purported assignment hereof in violation of this provision being null and void). Company shall have the right to assign this Agreement at any time on notice to Service Provider.

(h) This Agreement may be executed in various counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Section, subsection, recital and party references are to this Agreement unless otherwise specified.

(j) The rights and remedies provided for hereunder are cumulative and are not exclusive of any rights and remedies that may be available to any party under applicable law, in equity, or otherwise.

(k) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. COMPANY AND SERVICE PROVIDER HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK, FOR PURPOSES OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND EACH IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(l) This Agreement, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by electronic mail or other electronic means. Any such electronic mail transmission or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. Each party agrees that it has the ability to store the information delivered electronically such that the information remains accessible to it in an unchanged form.

(m) This Agreement shall be effective only when executed by Company and Service Provider.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: _____
Name:
Title:

{service provider name}

By: _____
Name: {authorized signer name}
Title: {title of authorized signer}



Exhibit A

**STATEMENT OF WORK NO. 1
to Service Provider Agreement**

1. Scope of Work

{a detailed explanation of services to be provided}

2. Term

{time frame of service with an end date}

3. Fees

{Service Provider's pay rate; examples include: X amount per hour, X amount per month, X amount for service provided}

4. Payment Schedule

{how the Service Provider would like to be paid; examples include: quarterly payments, one time payment, monthly payment *note: C40 does not pay more than once per month}

5. C40 Staff Point of Contact:

{name}

{email}

Annex 2 - Google Grant – Contractual Flowdown Requirements

The Parties recognise and agree that Statement of Work Number [X] is funded under the 24/7 *Carbon-free Energy for Cities* Grant Agreement (Contract ID 1409776) dated September 30th, 2021 between C40 Cities and Google.

Accordingly, in addition to the standard agreed position under the Service Provider Agreement, both parties recognise and agree the following:

1. Google requires that use of Grant Funds will comply with all applicable laws and regulations in connection with this Statement of Work. The Service Provider will not knowingly or deliberately do anything that brings or has the potential to bring Google into disrepute, scandal, or otherwise damage the reputation or goodwill in the Google brand.

Accordingly, Service Provider will notify C40 Cities at once if any of the above are identified.

2. The Parties recognise that Google has a strong policy **prohibiting use of funds** for the following:
 - 2.1. Activities that are prohibited by public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. The Service Provider will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise required to perform. “Government officials” include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.

Accordingly, the Parties will not take any action in violation of this policy, and will not, through any act or omission, cause the counterparty to violate this policy.