Request for Proposals

Climate Action Plans for Dhaka North City Corporation and Dhaka South City Corporation

May 2022
1 Background

1.1 About C40

The C40 Cities Climate Leadership Group (C40) is a network of the world’s megacities committed to addressing climate change. Acting both individually and collaboratively, C40 cities are having a meaningful global impact in reducing both greenhouse gas (GHG) emissions and climate risks. C40 brings together a unique set of assets and creates a shared sense of purpose. C40 offers cities an effective forum where they can collaborate, share knowledge, and drive meaningful, measurable, and sustainable action on climate change. 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.

1.2 The Paris Agreement

In 2016, nations ratified a global agreement on climate change, the Paris Agreement, committing to ambitious efforts to keep global average temperature rise to well below 2°C above pre industrial levels, and to pursue efforts to limit temperature rise to 1.5°C. The Paris Agreement also commits to increasing the resilience of countries to the impacts of climate change.

Delivering on the objectives of the Paris Agreement will require all C40 cities to take transformational actions to reduce vehicular emissions, improve building energy efficiency, increase the supply of green energy, reduce waste and change consumption patterns, while strengthening the ability to deal with the impacts of climate change through adaptation. To be effective this transition will also need to be equitable.

1.3 C40 approach to climate action planning

All C40 cities have developed or are developing a climate action plan that addresses the need to reduce GHG emissions, adapt to the impacts of climate change and deliver wider social, environmental, and economic benefits. A climate action plan is a strategic document (or series of plans and documents) that demonstrates how a city will deliver on its commitment to address climate change. Developing a city level climate action plan is also a key compliance requirement as part of C40 Leadership Standards for Member Cities and the Deadline 2020 commitment which requires reducing sectoral emission in line with the highest ambitions of the Paris Agreement. Climate action plans should be inclusive and consider wider social, environmental, and economic benefits associated with climate action (e.g., health, air quality, employment, equity) in line with the Sustainable Development Goals (SDGs). C40 defines a climate action plan as outlined below.

A climate action plan will:

1. Develop a pathway to deliver an emissions neutral city by 2050 at the latest and set an ambitious interim target for 2030.
2. Demonstrate how the city will adapt and improve its resilience to the climate hazards that may impact the city now and in future (based on climate change projections).
3. Detail the wider social, environmental, and economic benefits expected from implementing the plan, and improve the equitable distribution of these benefits to the city’s population.

4. Outline the city’s governance, powers and the partners who need to be engaged to accelerate the delivery of the city’s mitigation targets and resilience goals.

A city will do this by:

- Considering adaptation and mitigation in an integrated way, identifying interdependencies to maximise efficiencies and minimise investment risk.
- Setting an evidence-based, inclusive, and deliverable plan for achieving transformational mitigation and adaptation, centred on an understanding of the city’s powers and wider context.
- Establishing a transparent process to monitor delivery, communicate progress, and update climate action planning in line with governance and reporting systems.

The above is captured in C40's Climate Action Planning Framework, which sets out the essential components of a climate action plan that is deemed to be compatible with the objectives of the Paris Agreement. A typical CAP development process aligned with meeting the C40 CAP Framework is described in the coloured diagram above.

1.4 Climate action planning in Dhaka, Bangladesh

As one of the original 40 members, Dhaka has been a C40 City since 2006. Subsequently, Dhaka City Corporation was divided into Dhaka North City Corporation (DNCC) and Dhaka South City Corporation (DSCC) in 2011 and DSCC also became a C40 member in 2018. Since then, both city corporations have signed the Deadline 2020 with an objective to reduce their sectoral emission in line with the Paris Agreement. C40 is working with DNCC and DSCC to support the development of climate action plans covering the two municipalities within Dhaka City. As C40 member cities, Dhaka North and Dhaka South have committed to developing their climate action plans (CAP) aligned to C40’s Climate Action Planning Framework with the goal of building climate resilience and reducing their emissions in line with the Paris Agreement.
Throughout 2020, C40, with consultants from Ricardo Energy & Environment, supported the development of a combined GHG inventory for the Dhaka North & South City Corporations (including split for each municipality), along with analysis of long term GHG scenario projections. The GHG inventory was prepared for the base year 2018 and meets the international standard, the Global Protocol for Community-Scale GHG Inventories (GPC), which required reporting of significant emissions across stationary energy, transportation and waste.

This project will build upon the existing work to develop an updated GHG Inventory for the year 2019 or later, update the scenario modelling and develop localised climate risk assessments, set targets, and identify key strategies and actions. All activities and outputs will be conducted separately for DNCC and DSCC, based on their specific priorities, risks, policy & governance contexts. To that end, the consultancy will work in close coordination with the two municipalities to ensure that the CAPs are in alignment to their vision, policies and priorities. The exercise will be guided by the C40 Climate Action Planning Framework and draw on C40’s Guide to Climate Action Planning that includes several tools and resources to support the process and is available in C40’s Knowledge Hub. A list of the main suggested resources to check is included - by deliverable- in Annex B.

2 Objectives of request for proposal

C40 is seeking consultancy services from firms/ consortiums to support development of climate action plans for DNCC and DSCC that meet the essential requirements of C40’s Climate Action Planning Framework.

The CAP development process will involve working with the two municipalities (DNCC and DSCC) to develop:
● GHG inventories, with apportionment to determine the indicative contribution for DNCC/DSCC
● City-wide models for 2030/ 2050 scenarios with qualitatively different key strategies for DNCC/DSCC
● CCRAs highlighting key risks and adaptation gaps for DNCC/DSCC
● Context-specific action identification/ definition, monitoring and governance plan for DNCC and DSCC based on their challenges, priorities and policy/ governance structures
● Separate CAP documents with sections highlighting nuances for DNCC/DSCC

The process of CAP development needs to be participatory and involve engagement with relevant DNCC and DSCC officials and other stakeholders. Besides the approaches defined below we would welcome suggestions from bidders around other methods to gain buy-in and support for the work.

The assignment will kick off in July 2022 and needs to be completed by the end of January 2023.

3 Deliverables
3.1 Deliverable A: Strategic Appraisal & Needs Assessment

The Strategic Climate Action Planning Appraisal is designed as a starting point for cities to determine the extent to which their current and/or planned climate targets, policies, plans, data, programmes, and actions are consistent with the goals of the Paris Agreement and the C40 Climate Action Planning Framework.
It involves the gathering and analysis of information that can inform the process of developing the climate action plan. It needs to recognise the work that has already been done and identify areas that need strengthening. This can be done through desk-based research; documentation review as well as interviews with key stakeholders; based on a close interaction with the city focal point (officials from DNCC and DSCC in this case). The purpose is to assess the city's current situation against the C40’s CAP Framework (CAPF) to identify potential gaps, strengths and opportunities that can support the climate action planning process and inform the work plan to develop the Climate Action plan (CAP).

This initial activity will also include an Inclusive Climate Action (ICA) needs assessment. A needs assessment puts climate action in a city’s wider context, spanning everything the city government works on, from health and wellbeing to education and skills, economic prosperity and engagement with civil society. It allows the city to make informed decisions on the suitability and effectiveness of potential climate actions, to design those actions in a way that delivers widespread and equitable benefits, and to align them with the city’s wider priorities. It also informs decisions on who and how to engage.

Below is a summary of objectives, key activities, timeline, and outputs for this specific work:

**Objectives**
- Assess DNCC’s and DSCC’s current plans/sectoral strategies against CAP Framework.
- Conduct a stakeholder assessment to inform development of the CAPs.
- Identify potential gaps and inform the development of a work plan for developing the CAPs.
- Conduct a needs assessment in alignment with C40’s Inclusive Climate Action Planning Playbook
- Summarise key findings to support engagement of different city departments and wider stakeholders.

**Key Activities**

<table>
<thead>
<tr>
<th>Following C40’s template (refer Annex B) to conduct a Rapid Strategic Appraisal (RSA); the consultant is required to undertake the following activities for the two municipalities:</th>
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<tbody>
<tr>
<td>● Review in detail C40’s Climate Action Planning Framework and get familiar with the framework requirements. Review C40 Strategic Appraisal templates and prepare a detailed work plan outlining key milestones to deliver the work (including C40 review)</td>
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<tr>
<td>● Participate in a kick-off meeting with the C40 team and the two municipalities to understand &amp; agree on the city’s vision for CAP, share insights from an initial assessment based on the C40 SA template, introduce the CAP process, work plan and define next steps.</td>
</tr>
<tr>
<td>● Review the existing climate literature/plans/policies/projects for DNCC &amp; DSCC and assess them against the CAPF - as per the C40 SA template. Review can include interviews with key stakeholders, and should be conducted in close coordination with and approved by the two municipalities</td>
</tr>
<tr>
<td>● Conduct a stakeholder assessment to inform development of the CAP by identifying a list of the priority stakeholders, including government departments, &amp; methodology for engagement throughout the CAP process (to be conducted in close coordination with and approved by the two municipalities)</td>
</tr>
<tr>
<td>● Conduct an initial needs assessment for DNCC &amp; DSCC in alignment with C40’s Inclusive Climate Action Planning Playbook. The needs assessment to cover the 6 domains: ‘Health and wellbeing’; ‘Planet’; ‘Education &amp; skills’; ‘Economic prosperity’; ‘Essential public services’; ‘Civil society’; ‘Institutions &amp; governance’. (See Annex B for a list of proposed resources)</td>
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</tbody>
</table>
Based on the CAPF requirements and the RSA findings, the consultant should conduct a strengths & opportunities analysis, identify data gaps, provide recommendations based on opportunities to improve and structure next steps to move forward, and update & finalise the detailed work plan for CAP development for the two municipalities.

Summarise key findings to present to DNCC & DSCC and wider stakeholders through a workshop. Consultant to lead planning and delivery of the workshop, including agenda, logistics, preparation of presentation and minutes of meeting, in close coordination with the two municipalities. All deliverables and presentation to be reviewed by C40 team before finalisation.

**Indicative timeline**

*T+1 months*

**Output**

1. Work Plan, including stakeholder engagement plan, for CAP development based on the outcome of the RSA for DNCC & DSCC (format: excel spreadsheet)
2. Summary of key RSA findings for DNCC/DSCC (format: PPT) to present to the cities during a workshop
3. Summary of Needs assessment findings for DNCC/DSCC (format: word document, to form part of the CAP itself)
4. Summary of city context; existing plans/policies (including inclusivity/equity strategies); city’s climate governance & powers assessment; and summary of existing monitoring structure (if applicable) to form part of CAP itself for DNCC/DSCC (format: word document)

### 3.2 Deliverable B: Developing GHG inventory

This stage includes development of a GPC\(^1\) compliant GHG emission inventory to form an evidence base which supports decisions in setting formal mitigation reduction targets and identifying key emissions reduction strategies.

The consultant will review all existing literature including the previous GHG inventory and scenario projections developed by the city for the baseline year 2018 with consultants from Ricardo Energy & Environment. The consultant will further collect relevant data and conduct stakeholder meetings to produce updated GPC compliant GHG inventories for DNCC and DSCC, using the C40 CIRIS tool with data for 2019 or later. The inventory will be reviewed by C40 technical teams to meet at least GPC ‘BASIC’ requirements. The Consultant will also review and update the Inventory Management Plan for the two municipalities to support future inventory updates.

Below is a summary of objectives, key activities, timeline, and outputs for this specific work:

**Objectives**

- Identify key emission sources for each sector; gather necessary data and estimate emissions for each sector and sub-sector
- Report city emissions in line with GPC standard using CIRIS tool
- Summarise results and insights in public facing report Inventory Management Plan as needed with revisions to process, responsibilities, data collect and methods to facilitate future updates o

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\(^1\) Global Protocol for Community-scale Greenhouse Gas Emission Inventories
<table>
<thead>
<tr>
<th>Activity</th>
<th>Develop emissions inventory for the two municipalities through data collection and facilitation of meetings with relevant stakeholders to introduce, develop and validate the GHG emissions inventory.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicative timeline</td>
<td>T+2 months</td>
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</table>
| Output | The consultant is required to undertake the following activities for the two municipalities:  
(5) Review existing literature and previous GHG inventory  
(6) Identify and collate relevant data to compile GHG inventory, (GPC data checklist and generic data collection template available on request)  
(7) Identify list of relevant stakeholders with DNCC & DSCC and plan to engage to support inventory development and validation (Templates for Emissions sources mapping & Capturing data provider information available on request)  
(8) Develop meeting materials (e.g., agenda, pre-reading and slides) to support engagement with stakeholders  
(9) GHG inventory data validated with sectoral teams/departments in the two municipalities  
(10) Final GHG emissions inventory for DNCC & DSCC - in CIRIS confirmed as GPC compliant by C40 technical team review.  
(11) Prepare an Inventory Management Plan for the two municipalities to repeat the process in future. To be presented and validated by the two municipalities. (Existing version available to project team)  
(12) Synthesis findings to develop a clear narrative in the CAP document which explains findings and insights for DNCC and DSCC  
(13) Detailed summary reports for DNCC/DSCC - to form technical annex of CAP document |

GHG inventory, data and assumptions, and summary to be reviewed and approved by C40.

3.3 Deliverable C: Emissions modelling, strategy identification and target setting

The scenario development phase aims to facilitate identification of key strategies for reducing emissions in line with the objectives of the Paris Agreement. The GHG inventory will form the baseline for modelling the emissions out to 2050 in the C40 ‘Pathways’ tool, in order to identify an evidence-based and stakeholder defined trajectory to meet the goals of the Paris Agreement. This activity will involve consultation with the core DNCC & DSCC teams, other sectoral departments and relevant stakeholders (as agreed with DNCC/ DSCC and C40) to identify and validate strategies and sectoral targets which the city will implement to meet the 2030/2050 scenarios. The strategies and sectoral targets may vary for DNCC & DSCC, and will need to be separately identified & finalised with the two municipalities. The C40 team will provide guidance and training to the consulting team on using the CIRIS and Pathways tools and review the outputs before finalisation.

Below is a summary of objectives, key activities, timeline, and outputs for this specific work:

**Objectives**
- Identify the key strategies (technology and system changes) needed to deliver emissions reductions in line with meeting the objectives of the Paris Agreement
- Establish mitigation targets for each period, based on the scenario planning work

| Activity | Develop mitigation scenarios for DNCC and DSCC through data collection and facilitation of meetings with relevant stakeholders to introduce, develop and validate the emissions scenarios analysis. |
### Indicative timeline

<table>
<thead>
<tr>
<th>Output</th>
<th>T+3 months</th>
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<tbody>
<tr>
<td>The consultant is required to undertake the following activities for the two municipalities:</td>
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<tr>
<td>(14) Collect data needed to load the Pathways model.</td>
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<tr>
<td>(15) Develop meeting materials (e.g., agenda, pre-reading and slides) to support engagement</td>
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<td>(16) Conduct a series of technical workshops with relevant sectoral teams/departments</td>
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<td>(17) Pathways Model validated with sectoral teams/departments technical contacts in the</td>
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<td>(18) Develop BAU, ‘Existing and Planned’ policies, ‘Ambitious’, and ‘Extended’ scenarios for</td>
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<tr>
<td>(19) All rationale for mitigation strategies and sources used in Pathways scenarios</td>
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<tr>
<td>(20) A more detailed summary report for DNCC/DSCC - to form technical annex of CAP</td>
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<tr>
<td>Pathways, data and assumptions, and summary to be reviewed and approved by C40.</td>
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## 3.4 Deliverable D: Climate change risk assessment (CCRA)

Assessing climate risks, now and in the future, is a vital step for cities to inform a city's climate change adaptation strategy, and ensure that the most vulnerable groups, sectors, and assets are protected. A climate risk assessment looks at the likelihood and potential impact of a range of climate hazards and the risks that are/will be faced by different groups, systems and areas of the city.

A preliminary scan of documents available in public domain has been undertaken by C40 to identify existing climate risk information at city level (conducted for Dhaka North). As these reports lack the granularity required to inform decision making, the consultant will further review and update the CCRA screening - for DNCC and DSCC - to assess completeness of existing data and information vis-à-vis C40 CAPF requirements. The Consultant will further use elements from C40’s Rapid CCRA method to collect additional information and fill any gaps.

Below is a summary of objectives, key activities, timeline, and outputs for this specific work:

**Objectives**

- Identify city's climate related hazards and assess the impacts on people/sectors/systems
- Develop a CCRA report covering essential components in line with C40's CAP Framework requirements

**Activity**

This activity involves identifying the city's current and future climate related hazards and assessing the impacts on people, sectors, and systems to develop a CCRA covering essential components in line with C40’s CAP Framework requirements. To be conducted for DNCC and DSCC highlighting key risks and adaptation gaps for each municipality.
The activity will be supported by identification and engagement of key actors/stakeholders in both municipalities; collection of data that support the identification of vulnerable communities, assets and services, localised current and future impacts, and climate risk rating; and a workshop (or a series of discussions) to enhance and validate the collected data.

### Indicative timeline

**T+2 months**

### Output

1. **(21)** CCRA Screening sheet - assessment of existing literature and the availability / completeness of existing data and information - for DNCC & DSCC
2. **(22)** Workshop/ meeting materials to support engagement with both DNCC/ DSCC (including agenda, minutes of meeting)
3. **(23)** Vulnerability maps (locations of sensitive communities, assets and services that are exposed to identified climate hazards) for DNCC/DSCC
4. **(24)** Validated impacts (using Rapid CCRA checklists for natural, social and economic impacts) and prioritisation (through workshop) for DNCC/DSCC
5. **(25)** Risk matrix for prioritised impacts (through workshop) for DNCC/DSCC
6. **(26)** Localised summary of current and future climate risk that can be inserted in the CAP (see deliverable H) for DNCC/DSCC

Maps, impacts, risk matrix and summary to be reviewed and approved by C40. The final CCRA will require an approval from the city via a presentation.

### 3.5 Deliverable E: Adaptation goals, targets, and milestones

Building on the city’s vision, as established at the start of the climate action planning process, and informed by the CCRA, the consultant will engage with the two municipalities to identify adaptation goals, targets and milestones. Goals and milestones should: (1) be based on the city’s current climate and future climate change scenarios and its hazard or risk assessments; (2) outline the adaptation requirements for the city, as well as specific sectors, communities, or actions; and (3) ensure transparency with regards to the city’s anticipated progress to meeting its vision over a specific time period.

Unlike mitigation targets, adaptation goals are usually qualitative, using terms like ‘safer’, ‘better’ or ‘cooler’. As quantitative adaptation targets are usually programme or action-specific, the consultant will engage with the two municipalities to identify these later in the climate action planning process (after action prioritisation, see section F). Quantitative targets can be action output related (numbers of trees planted), outcome-related (4 degrees cooler) or impact related (# people protected).

Below is a summary of objectives, key activities, timeline, and outputs for this specific work:

#### Objectives

- Defining clear adaptation goals, targets and milestones
- Identifying corresponding adaptation actions

#### Activity

This activity involves development of **adaptation goals, targets and milestones** (as quantified as possible) for priority actions in close consultation with the two municipalities, sectoral departments and any other relevant stakeholders in the city (as agreed with DNCC/ DSCC and C40).

It will build on the analysis of relevant policies and plans and identification of existing adaptation goals, targets and milestones drawing from Deliverables A & C. It will analyse climate actions based on the socioeconomic implications on the population, in order to guide the design of inclusive and equitable policies.
<table>
<thead>
<tr>
<th>Indicative timeline</th>
<th>T+3 months</th>
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</table>
| Output             | (27) Identified existing adaptation goals and timelines for different timeframes - the short term (within 4-5 years from the plan’s formal approval), medium term (e.g., 2030) and long term (2050) for DNCC/DSCC  
(28) Identified adaptation targets and timelines for several actions (to be identified under E) for DNCC/DSCC  
(29) Stakeholder workshop or meetings with key city stakeholders to sign off goals, targets and milestones including minutes of meetings.  
(30) Summary and visual(s) that cover identified goals, targets and milestones that can be inserted in the CAP for DNCC/DSCC |

### 3.6 Deliverable F: Action identification, prioritisation, and definition

This phase of the climate action planning process aims to identify, prioritize, and further define key actions for reducing emissions and adapting to the impacts of climate change in line with the objectives of the Paris Agreement, with a focus on short and medium term. The action selection process builds on the emissions scenario planning work and adaptation goal setting. This stage involves identifying the actions (policies, programmes, projects, and activities) needed to deliver the strategies previously identified and prioritising these actions against a range of relevant criteria\(^2\). Based on the vision and priorities of the two municipalities, the consultancy will develop separate long lists and short lists of actions for DNCC and DSCC. Once the actions are prioritised into a short list, the consultancy will need to define the prioritised actions in more detail through a participatory process with relevant city stakeholders in the two municipalities (using the categories\(^3\) included in the action definition template). Ambitious goals and targets should be developed for wider social, environmental, and economic benefits associated with climate action (e.g., health, air quality, employment, equity) and can be in line/in support of the SDGs.

Below is a summary of objectives, key activities, timeline, and outputs for this specific work:

**Objectives**

- To identify and prioritise key actions (policies, projects, programmes and other activities) needed to achieve the strategies.
- Define each of the priority actions (it is recommended to use the categories included in the action definition template).

| Activity | Identify and engage key actors/stakeholders in action development (to be conducted in close coordination with and approved by DNCC and DSCC) |

\(^2\) It is recommended that these criteria include primary benefits (e.g., GHG emission mitigation, increased resilience), secondary co-benefits (e.g., health, public services, local environment) and other criteria related to feasibility.

\(^3\) Action description; GHG impacts; Adaptation impacts; Benefits & SDGs; Governance; Barriers & conditionalities; Inclusive climate action; Measuring performance; Resourcing & financing
bullet Compile an initial long list of adaptation and mitigation actions from different sources, including international best practice (see C40 Knowledge hub and strategic recommendations).
bullet Validate the long list of actions with the wider group of stakeholders in DNCC and DSCC and link the actions to the previously defined strategies and targets.
bullet Conduct an initial screening and identify the appropriate criteria for DNCC and DSCC to evaluate and prioritise the screened actions.
bullet Support DNCC and DSCC to select and validate the priority actions (based on the previously identified key strategies). Summarise the process and key findings.
bullet Define how DNCC and DSCC will describe the actions, identify needed data and sources.
bullet Assess interaction between adaptation and mitigation actions.
bullet Identify wider social, environmental, and economic benefits of priority climate actions aligned with local priorities for DNCC and DSCC (based on findings from deliverable A). Refine/adjust proposed actions to maximise equity and inclusion. Detail measures/policies that promote inclusivity of priority actions.
bullet Complete the agreed information for every priority action (bearing in mind CAP framework requirements) and validate completed information with the city stakeholders group.

### Indicative timeline

**T+4 months**

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<th>Output</th>
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<tbody>
<tr>
<td>(31) Initial long list of proposed actions draft and final (following C40 review) for DNCC/DSCC</td>
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<tr>
<td>(32) Meeting materials (e.g., agenda, pre-reading and slides) to support engagement with stakeholders</td>
</tr>
<tr>
<td>(33) Sectoral technical meetings with relevant sectoral teams (e.g., transportation, buildings, energy, waste, adaptation) (including minutes of meetings).</td>
</tr>
<tr>
<td>(34) Validated long list and short list of climate actions draft and final (following C40 review) for DNCC/DSCC</td>
</tr>
<tr>
<td>(35) Completed and validated action definition report for each priority action (including further information for each action: GHG impacts; Adaptation impacts; Benefits &amp; relevant SDGs; Governance; Barriers &amp; conditionalities; equity considerations; relevant indicators; Resourcing &amp; financing), to be part of the CAP itself. Draft and final following C40 review for DNCC/DSCC</td>
</tr>
<tr>
<td>(36) Written summary of prioritisation process to be part of the CAP itself for DNCC/DSCC</td>
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### 3.7 Deliverable G: Monitoring plan

A Monitoring, Evaluation and Reporting (MER) system enables cities to track and review the intended results and real progress against the city Climate Action Plan (CAP) targets, demonstrating the value of the actions taken over time, allowing cities to show short term progress as well. A well-functioning MER system improves the accountability and transparency of the diverse range of actors involved in delivering the climate action plan and can also help cities to secure further support for climate action.

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4 Available from: https://www.c40knowledgehub.org/sfc/servlet.shepherd/document/download/0691Q00000O6b6aQAB
The purpose of this work package is to develop/strengthen the city’s monitoring system, clearly describing the governance structure and reporting frequency and approach, including a range of different key performance indicators (KPIs) to track progress at an action level, as well as evaluating the city-wide impact of the CAP implementation. The MER Plan would align to the priorities and governance structures of the two municipalities and would be developed separately for DNCC & DSCC.

Below is a summary of objectives, key activities, timeline, and outputs for this specific work:

**Objectives**
- Define the city's monitoring system and select KPIs for priority actions.
- Identify action specific indicators that the city could use to monitor equitable distribution of outcomes.
- Define city wide evaluation of impact approach and update frequency.
- Define how frequently the city will update or refresh their CAP.

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<tr>
<th>Activity</th>
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<tbody>
<tr>
<td>● Assess the current monitoring systems and identify potential gaps and opportunities in relation to climate action for DNCC &amp; DSCC (based on findings from deliverable A).</td>
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<tr>
<td>● Identify and engage relevant stakeholders and define CAP monitoring &amp; reporting system for DNCC &amp; DSCC (including roles and responsibilities)</td>
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<tr>
<td>● Identify the current indicators for DNCC &amp; DSCC and based on the CAP action definition work, define priority actions, KPIs including indicators to track the equitable distribution of impacts and wider benefits</td>
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<tr>
<td>● Define city wide approach and update frequency to evaluate of impact (GHG inventory and CCRA) for DNCC/DSCC</td>
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<tr>
<td>● Define with the monitoring, evaluation, and reporting frequency; as well as revision and CAP update - (to be conducted in close coordination with and approved by DNCC/DSCC for including in monitoring chapter of CAP)</td>
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**Indicative timeline**

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<td>T+4 months</td>
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**Output**

(37) MER chapter of climate action plan developed including validated CAP update frequency, MER structure (including roles and responsibilities), defined KPIs; reporting frequency and platform and approach to evaluate impact draft and final (following C40 review) for DNCC/DSCC

MER chapter to be reviewed and approved by C40.

### 3.8 Deliverable H: Climate action governance

Climate governance is an integral component of climate action planning and refers to the formal and informal rules, structures, processes, and systems which define and influence policy and action on climate change. A good climate governance system is important for the effective implementation of a city’s Climate Action Plan (CAP). Coordination with existing laws, regulations, policies, plans, initiatives, and institutions, together with identification of potential barriers, will help to identify complementary efforts and foster collaboration, opportunities for organisational coordination and integration should be maximised to ensure efficient and effective delivery.
Due to the nature of climate action cutting across the work of different departments and agencies, to ensure good climate governance, there is a need for mainstreaming the climate action plan throughout the city governance systems and structures, across the sectors and departments involved in delivering the climate actions within the plan. As such, governance processes are considered throughout the process of designing, delivering, and monitoring an ambitious climate action plan.

The purpose of this work package is to assess the current governance structures, identify potential barriers and strengthen opportunities for DNCC & DSCC towards developing and implementing the climate action plans.

Below is a summary of objectives, key activities, timeline, and outputs for this specific work:

**Objectives**
- Assess current systems and city powers based on initial RSA done as part of deliverable A.
- Identify potential climate governance challenges and opportunities
- Develop priority actions to address challenges or exploit opportunities, as well as longer term actions for strengthening climate governance for effective implementation and mainstreaming of the CAP

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<tr>
<th>Activity</th>
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<tbody>
<tr>
<td>• Identify and engage relevant stakeholders building on the findings from the RSA conducted under Deliverable A. To be conducted in close coordination with DNCC and DSCC.</td>
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</tr>
<tr>
<td>• For DNCC and DSCC, review the opportunities for integration with existing laws, regulations, policies, plans, and of the local government institutions that are key for accelerating delivery and are involved in the development of the plan. (Consider delivering a workshop or a series of meetings)</td>
<td></td>
</tr>
<tr>
<td>• Analysis of potential governance challenges and opportunities for implementation and identification of priority needs and actions, both in the short and long-term for DNCC/DSCC. Assess city’s power by sector (based on analyses from RSA) and prepare a brief summary to include in the CAP</td>
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</tr>
<tr>
<td>• Define climate governance; validate the structure with a high-level political team and develop a summary for the CAP for DNCC/DSCC</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** C40 developed a series of resources to support these tasks. The C40 Governance Self-Assessment Resources aim to support cities in assessing their governance systems and identifying opportunities and barriers for developing and implementing their climate action plans. See ‘How to strengthen climate governance for an effective climate action plan’, in the CAP guide.

**Indicative timeline**

| T+4 months |

**Output**

| (38)Summary of results of Governance Self-Assessment for DNCC/DSCC |
| (39)City specific climate governance section in the CAP (based on institutional definition of the CAP governance structure for CAP development, delivery and monitoring - deliverable F) for DNCC/DSCC |

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*Please see the CAP process diagram on page 3, presenting the “Governance” as a cross cutting phase. Please review the other work packages to get a full understanding of every stage and the role the different teams will need to play. Earlier stages of the development process will also include insights about governance challenges and opportunities.*
3.9 Deliverable I: Drafting of the climate action plan (CAP) document

The purpose of this task is to determine the most appropriate structure of the city’s climate action plan document(s) in line with the vision and priorities of the two municipalities and to write the plan utilising the evidence and outputs developed from earlier stages of the process.

Below is a summary of objectives, key activities, timeline, and outputs for this specific work:

**Objectives**
- Determine the structure of the city’s climate action plan document(s) in line with city’s vision and priorities
- Write the plan utilising the evidence and outputs developed from earlier stages of the process.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>● Define and validate with DNCC and DSCC the structure and CAP document(s) components.</td>
<td></td>
</tr>
<tr>
<td>● Develop a clear narrative for climate action and its benefits compatible with the city’s contexts and visions for DNCC/DSCC</td>
<td></td>
</tr>
<tr>
<td>● Develop structured and comprehensive CAPs for DNCC and DSCC - that meets the requirements of the C40 CAP Framework.</td>
<td></td>
</tr>
<tr>
<td>● Propose the document(s) design and visual contents and support the review and validation process.</td>
<td></td>
</tr>
<tr>
<td>● Finalise the CAP document(s)</td>
<td></td>
</tr>
</tbody>
</table>

**Indicative timeline**

*T+5 months*

**Output**

(40) Proposed structure draft and final (based on approval by DNCC & DSCC)
(41) First draft climate action plan (for review by C40 team)
(42) Draft final climate action plan submitted by consultant for review by C40 and city team.

First draft of the climate action plans to be reviewed and approved by C40.

3.10 Deliverable J: CAP review and finalisation

As noted above, C40 will undertake a formal final review of the draft final CAPs to ensure alignment with the C40 Climate Action Planning Framework. This task involves preparing the CAP review workbook (a simple table to signpost where relevant content from the final CAP meets each of the essential criteria of the C40 CAP Framework). In addition, the CAP documents will also be reviewed and approved by the city team before finalization.

Below is a summary of objectives, key activities, timeline, and outputs for this specific work:

**Objectives**
- Complete CAP review workbooks for DNCC/DSCC
- Obtain final CAP approval from C40 and DNCC/DSCC
| Activity | Complete the CAP review workbook (Draft and Final) - for DNCC & DSCC separately  
|          | Revise CAP documents for DNCC & DSCC based on city review and C40 review  
|          | Finalise separate CAP documents for DNCC & DSCC including graphic design and layout. |
| Indicative timeline | T+6 months |
| Output | (43) Completed CAP review workbook (draft and final) - for DNCC & DSCC separately 
|        | (44) Final climate action plans for DNCC & DSCC (including graphic design and layout) |

4 Budget

A maximum budget of US$80,000 is available, including all taxes. Bids must not exceed this value.

5 Project specification

a. Programme Management

C40 will oversee and manage the project, including overall technical review, project monitoring, and facilitation of discussions with DNCC & DSCC. All documents/deliverables will be submitted to the C40 team for review before submission to DNCC & DSCC for approvals. Payment will align to the schedule of deliverables and subject to satisfactory submission of deliverables based on review and approval by C40 and DNCC/DSCC.

The successful bidder will be expected to engage two on-ground teams (separate for DNCC & DSCC), with at least 2 senior staff in each municipality, to work in close coordination with the two municipalities. At C40, the project will be anchored at the C40 South and West Asia Regions team and all deliverables and requests will need to be approved by the C40 Regional Director, South and West Asia. C40 staff will provide overall guidance in terms of C40 resources & tools to be used and will be involved in technical review of each deliverable.

All written and analytical outputs to be delivered in draft first with at least 10 days review time for C40. Additionally, overall progress review meetings will be organised every 2 weeks with C40, on a monthly basis with DNCC/DSCC.

b. Language

All outputs should be provided in English and Bengali. Stakeholder consultation and workshop/meeting materials will need to be translated into Bengali. The final CAP will also need to be delivered in English and Bengali.

c. Documentation

All documentation should use C40 templates (unless otherwise specified) and be provided in an editable and portable document format, compatible with computer software used by C40 and C40 Cities. Editing,
formatting and presentation of electronic files should be of a consistent, professional and publishable standard. All documentation to be shared with cities or other external partners should only feature C40’s name and logo and DNCC & DSCC logo; successful bidders may not use their own name(s) or logo(s) except with prior written permission by C40. All project deliverables, reports and documentation, content and intellectual property will be owned by C40.

6 Proposal

a. Submission details

Submissions should include:

Work Plan and cost breakdown:
- A work plan outlining how the above requirements will be delivered on time (the proposed duration of the project is 6 months) and to the expected standard, and how the bidder proposes to work with, and involve, DNCC/DSCC and C40.
- A full, detailed, cost breakdown for each of the deliverables, inclusive of taxes and hours allocated to tasks per project team member and daily rates of project team.

Timeline:
- The proposed duration of the project is 6 months with kick off in July 2022 and completion by the end of January 2023.

Team Composition:
- The firm/consortium will require an on-ground team/office in Dhaka City, with at least 2 senior staff in each municipality (DNCC and DSCC) for coordination and should be fluent in Bengali.
- Details of the organisation and proposed project team – please include relevant experience and expertise and limit CVs to two pages per person; clearly indicate the project lead, the role of each team member and whether the person will be stationed in Dhaka or DNCC/ DSCC offices.
- Provide clear examples of relevant work on Climate Action Planning, Climate Action Strategy, Preparation of GHG inventories, Climate change risk assessments and other related work that has been undertaken/ completed in Bangladesh/South Asia.
- At least two recent references with phone and email contact details.
- Confirmation of adherence to C40’s terms and conditions.
- Any additional deliverables and/ or information relevant to this tender.

b. Time schedule for bids

A tender in response to this request for proposal should be submitted no later than 10 June 2022 to Ms. Shruti Narayan, Regional Director, South and West Asia, C40, snarayan@c40.org, Ms. Raina Singh, Deputy Regional Director, South and West Asia, rsingh@c40.org and Ms. Christina Muniandy, Regional Coordinator, cmuniandy@c40.org

The tender evaluation will take place between 11 June and 22 June 2022 and the bidder may be invited for a virtual meeting during this period.

6 Evaluation

Submissions will be evaluated against the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interpretation of brief and proposal for delivery</td>
<td>25%</td>
</tr>
<tr>
<td>Project management – ability to deliver outputs to time and quality</td>
<td>25%</td>
</tr>
<tr>
<td>Expertise and experience of project team and onground team</td>
<td>25%</td>
</tr>
</tbody>
</table>
a. **Terms and Conditions**

C40 Cities Climate Leadership Group reserves the right to change or cancel the above requirements at any time, without incurring any liability towards any interested party and/or any obligation to inform any interested party of the grounds for its action. All costs incurred in connection with the submission of this RFP are non-refundable by C40 Cities Climate Leadership Group.

b. **Contact**

All questions related to this RFP should be directed by email **no later than 27 May 2022, 5.00 pm Dhaka time** to Christina Muniandy, cmuniandy@c40.org

C40 will be responding to all pre-bid queries by **31 May 2022, 6.30 pm Dhaka time**

5 **Appendix / Appendices**

- C40 CV template
- List of C40 CAP documents, tools and resources
Annex A: C40 CV template

CURRICULUM VITAE (CV) TEMPLATE FOR PROPOSED PROFESSIONAL STAFF

1 Proposed Position [only one candidate shall be nominated for each position]:

2 Name of Firm [Insert name of firm proposing the staff]:

3 Name of Staff [Insert full name]:

4 Date of Birth:

5 Nationality:

6 Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7 Membership of Professional Associations:

8 Other Training [Indicate significant training since degrees under 5 - Education were obtained]:

9 Countries of Work Experience: [List countries where staff has worked in the last ten years]:

18
10 Languages  [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11 Employment Record  [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

<table>
<thead>
<tr>
<th>From [Year] to [Year]:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer:</td>
</tr>
<tr>
<td>Positions held:</td>
</tr>
</tbody>
</table>

12 Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to fulfill the requirements specified in this tender]

<table>
<thead>
<tr>
<th>Name of assignment or project:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year:</td>
</tr>
<tr>
<td>Location:</td>
</tr>
<tr>
<td>Client:</td>
</tr>
<tr>
<td>Main project features:</td>
</tr>
<tr>
<td>Positions held:</td>
</tr>
<tr>
<td>Activities performed:</td>
</tr>
</tbody>
</table>
# Annex B: Documents, tools and resources

| Deliverable A | **CAP Framework**  
| | **Strategic Appraisal Report template** (Rapid Strategic Appraisal (RSA) template available upon request)  
| | **Inclusive Community Engagement Playbook**  
| | **Inclusive climate action planning, conducting a city’s needs assessment**  
| | **For further reference check the following CAP Guide articles:** [Introducing the CAP Guide; first steps; city needs assessment](#)  
| Deliverable B & C | **GPC standard**  
| | City Inventory Reporting and Information System (CIRIS) [reporting tool](#) and [user guide](#)  
| | (* ) Liaise with C40 team for a data collection template to inform pathways model  
| | **For further reference check the following CAP Guide articles:** [GHG emission inventories; identifying mitigation strategies](#)  
| Deliverable D | Article in CAP Guide: [How to conduct a CCRA](#)  
| | [Climate Change Risk Assessment Guidance](#) and C40 CCRA Screening sheet (available upon request)  
| | [Infrastructure Interdependencies + Climate Risks Report](#)  
| | CCRA data checklist (available upon request)  
| | Rapid CCRA (module and template, available upon request)  
| Deliverable E | **CAP Guide article:** [Identifying adaptation strategies](#)  
| | [AMIA tool](#) (Adaptation and Mitigation Interaction Assessment tool)  
| Deliverable F | Article in CAP Guide: [Action prioritization, selection & definition; How to engage stakeholders for powerful and inclusive climate action planning](#)  
| | Check also the [Inclusive Climate Planning executive guide](#)  
| Deliverable G | **C40 MER Adaptation Framework**  
| | [C40 City CAP Monitoring, Evaluation and Reporting (MER) Guidance](#)  
| | [C40 CITY CAP MER Example Annex](#)  
| | [C40 City CAP MER Indicators Matrix](#) and [User Guide](#)  
| | Workshop modules: [summary and introduction; workshop facilitation](#)  
| | **For further reference check the following CAP Guide article:** [How to set up monitoring, evaluation and reporting for your city’s climate action plan.](#)  
| Deliverable H | **CAP Guide article:** [good climate governance](#)  
| Deliverable I | **CAP Guide article:** [How to write and launch a CAP](#)  
| | **CAP review workbook** (available upon request)  
|
[TEMPLATE]

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (this “Agreement”), is dated as of [ ] (the “Effective Date”), by and between C40 CITIES CLIMATE LEADERSHIP GROUP, INC., a Delaware non-profit corporation (“C40”), and [ ] having its principal place of business at [ ] (“Service Provider”).

WHEREAS, in furtherance of its charitable and educational mission, C40 desires to engage the services of Service Provider, and Service Provider desires to render such services to C40, in accordance with the terms and conditions set forth below.

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

1. Services. During the Term (as defined below), Service Provider will provide services and/or advice to C40 as set forth in one or more Statements of Work (the “Services”), which shall be signed by both parties in the form attached as Exhibit A. The parties may mutually agree from time to time on additional Statement(s) of Work providing for additional Services to be performed pursuant to this Agreement. In the event of any conflict between the terms of this Agreement and any Statement of Work, the terms of this Agreement shall control and govern.

2. Term. The term of this Agreement (“Term”) will commence on the Effective Date and will terminate 60 days following completion of the Services, unless extended by C40 in writing or earlier terminated in accordance with this Agreement.

3. Fees. Service Provider will invoice C40 for the Services for each of the payments due. Each invoice will be payable to Service Provider within thirty (30) days after its receipt by C40. Invoices will be addressed to C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance 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., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance.

4. Independent Contractor. The Services will be performed by Service Provider as an independent contractor, and neither Service Provider nor any of its directors, officers, employees, volunteers, agents, or contractors (as applicable) (collectively, “Personnel”) will become, by virtue of this Agreement, an employee or agent of C40. Service Provider Personnel will have no right or authority to assume or to create any obligation or responsibility, express or implied, in the name or on behalf of C40. To the extent applicable, Service Provider will assume all responsibility for unemployment compensation, workers’ compensation, retirement plans, and other benefits, as well as all obligations to pay national, state, local and social security/insurance taxes on any amounts paid in connection with this Agreement. Service Provider acknowledges that C40 has no obligation to Service Provider or any of its Personnel in this regard, and Service Provider agrees to indemnify and hold harmless C40 with respect to any claims or liability regarding such benefits, taxes, and related matters.

5. Performance of Services. The Services will be performed by Service Provider or by Personnel under the control of Service Provider using best efforts.

6. Confidentiality.

(A) Confidential Information. During the course of performing the Services, each party may have access to confidential or proprietary information (in print, electronic, or other format) that is not otherwise known to the general public and that is owned by or licensed to a party or its affiliates (or third parties to whom a party owes a duty of confidentiality), which is marked confidential or should reasonably have been known to be confidential (“Confidential Information”). Each party agrees to: (i) keep the other party’s Confidential Information strictly confidential; (ii) use the other party’s Confidential Information solely for the purpose of fulfilling its obligations under this Agreement; (iii) disclose the other party’s Confidential Information only to its Personnel who have an absolute need to know such Confidential Information and who are informed of and agree to be bound by the confidentiality...
obligations set forth in this Agreement. A party will be liable for any breach of confidentiality obligations by any person or entity to which the party discloses the Confidential Information. Each party will use commercially reasonable efforts to assist the other party in identifying and preventing any unauthorized access to, use or disclosure of its Confidential Information and will immediately notify the other party in writing if it becomes aware of any unauthorized access to, use or disclosure of the other party’s Confidential Information.

(B) **Exclusions.** Confidential Information does not include information to the extent, as shown by written evidence, that it: (i) is or becomes generally available to the public through no act or failure to act on the part of the receiving party or its Personnel; (ii) was rightfully within the receiving party’s possession, free of any confidentiality obligations, before being furnished by or on behalf of the disclosing party; (iii) becomes available to the receiving party on a non-confidential basis without breach of this Agreement; (iv) is information that the receiving party independently developed without breach of any obligation of confidentiality to the disclosing party; or (v) is released from confidential treatment by the disclosing party’s written consent.

(C) **Return of Confidential Information.** If requested by the disclosing party upon expiration or termination of this Agreement or at any other time, the receiving party will return or destroy, and provide an officer’s certificate that it has returned or destroyed, all materials and documents (in any format) containing Confidential Information.

(D) **Injunctive Relief.** Each receiving party agrees and acknowledges that a breach or threatened breach of its confidentiality obligations will cause irreparable injury and that, in addition to any other remedies that may be available at law, in equity or otherwise, the disclosing party will be entitled to seek injunctive relief against the receiving party’s threatened or continued breach of its confidentiality obligations.

7. **Work Product.**

(A) **Works Made for Hire; Assignment.** C40 has specially ordered and commissioned all material that Service Provider creates under this Agreement (the “Work Product”) as “works made for hire” under United States copyright laws. Accordingly, subject to the limitations of Paragraphs (B) and (C) of this Section, C40 is the author of the Work Product for all purposes and will forever and exclusively own all worldwide right, title, and interest in the Work Product, including copyrights and all other proprietary rights. If the Work Product, or any part of the Work Product, is determined not to be a work made for hire, then, as of the Effective Date and without further consideration, Service Provider hereby irrevocably assigns to C40 all of its right, title, and interest in the Work Product, including copyrights and all other proprietary rights together with all extensions of such copyrights, arising under the laws of the United States or of any other country or under any treaty, convention, or proclamation. Service Provider waives, to the extent they can be waived under any applicable law, all rights known as “moral rights” arising in the Work Product under any present or future law. Service Provider agrees to promptly execute and deliver to C40 any instruments of transfer or other documents C40 requests to confirm and enforce C40’s absolute ownership of any and all rights in the Work Product. Service Provider irrevocably appoints C40 as its true and lawful attorney-in-fact to execute and deliver any such instruments or documents if Service Provider fails or refuses to do so.

(B) **Pre-Existing Works.** If Service Provider incorporates, in whole or in part, any portion of pre-existing works owned by Service Provider (“Pre-Existing Works”) into any Work Product, Service Provider will identify in writing the Pre-Existing Works. Service Provider hereby grants C40 a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the Pre-Existing Works as part of the Work Product in any medium now known or later developed in furtherance of C40’s charitable and educational mission.

(C) **Third-Party Materials.** If Service Provider wishes to incorporate any elements owned by third parties (“Third-Party Materials”) into any Work Product, Service Provider will obtain C40’s prior written consent and obtain in writing, on C40’s behalf, a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the Third-Party Materials as part of the Work Product in any medium now know or later developed. Service Provider will provide C40 with a copy of all licenses to Third-Party Materials.
(D) Residual Knowledge; Other Engagements. The parties acknowledge and agree that this Agreement is not intended to restrict Service Provider from continuing to use any general ideas, concepts, know how, methodologies, processes, or techniques that Service Provider has acquired and developed as part of its expertise in consulting under this Agreement or to prevent Service Provider from pursuing other business engagements, provided that such use and engagements by Service Provider do not involve C40’s intellectual property or Confidential Information or the Work Product created under this Agreement.


(A) Service Provider represents, warrants and covenants that:

(i) Service Provider has the full right and authority to enter into this Agreement, to grant all rights granted, and has the requisite expertise to perform all Services and will diligently and timely provide the Services in a professional and workmanlike manner in accordance with the highest industry standards;

(ii) by entering into this Agreement, Service Provider will not violate the terms of any pre-existing agreement that Service Provider may have with another party;

(iii) the Work Product will be original except to the extent any Pre-Existing Works or Third-Party Materials are incorporated in the Work Product;

(iv) the Work Product (and any Pre-Existing Works or Third-Party Materials incorporated in the Work Product) will not infringe the copyright, trademark, patent, or other proprietary or other right of any person or violate any law;

(v) Service Provider will comply with all applicable local, city, state, federal and international laws, rules and regulations including, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and will remain in compliance during the Term;

(vi) Service Provider will comply with all applicable affirmative action laws and regulations;

(vii) Service Provider has established adequate safety standards and protocols for its Personnel and will cause Personnel to follow such standards and protocols;

(viii) Service Provider will instruct its Personnel in any safety standards and protocols promulgated by C40, or the management of a facility occupied by C40, and its Personnel will follow such standards and protocols;

(ix) Service Provider has appropriate safeguarding policies, protocols and practices in place to ensure that it does no harm to beneficiaries of its services and its staff. This means having policies in place which reflect the safeguarding practices of C40 (the latest can be found here: https://www.c40.org/contact); and

(x) all Personnel are approved and authorized to work in the place they will be working under all applicable rules and regulations.

(B) At any time, C40 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.

9. Indemnity; Insurance.

(A) Indemnity. Service Provider will indemnify, protect, and hold harmless C40 and its affiliates, and their respective Personnel (collectively, “Indemnities”) against all liability, damages, judgments, costs,
fines, penalties, interest and expenses (including reasonable legal and professional fees and similar disbursements incurred in any action or proceeding), to which the Indemnitees may be subject or suffer arising from, or in connection with: (i) a breach of this Agreement by Service Provider, (ii) a breach of any of Service Provider’s representations, warranties, and covenants, (iii) the negligent or willful misconduct of Service Provider or its Personnel, in the performance of the Services, or (iv) any third-party claim resulting from or related to the Services, to the extent the liability or harm was not caused by C40.

(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 with coverage limits that would be maintained by a prudent party in Service Provider’s industry performing work similar to the Services.

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

11. Limited Liability. C40’s liability under this Agreement is limited to the fees earned by and payable to Service Provider pursuant to Section 3, and in no event will include consequential, special or indirect damages or claims for loss of profit or business. No individual director, officer, official, employee, volunteer, agent or affiliate of C40 will be personally liable under this Agreement, and no recourse can be held against any such party’s assets by reason of a breach of this Agreement by C40 or otherwise.

12. Termination. C40 may terminate this Agreement upon 30 days’ written notice to Service Provider. Following termination, C40’s only obligation to Service Provider will be to pay Service Provider amounts due for Services satisfactorily rendered. Upon the termination, Service Provider will immediately deliver to C40 in understandable and organized form, all Work Product (including works-in-progress), and will, at no extra charge, be available to and cooperate with C40’s designees in connection with the transition of the Services.

13. Anti-Corruption Laws. Service Provider hereby acknowledges that it is familiar with the terms and provisions of the United States Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), the UK Bribery Act, (the “Bribery Act”) and all applicable international and local country anti-bribery and anti-corruption laws, rules, decrees, orders and regulations (the FCPA, Bribery Act and such applicable international and local country laws, decrees and regulations are individually and collectively referred to as “Anti-Corruption Laws”) and the general and specific purposes of such Anti-Corruption Laws. The Service Provider further represents, on behalf of itself as well as its subsidiaries and affiliates, and their respective directors, officers, employees, and agents, that the Service Provider does and will comply in all respects with all applicable Anti-Corruption Laws.


(A) Subcontracting. Service Provider may subcontract or delegate its obligations under this Agreement only with C40’s prior written consent in each instance; if C40 approves any subcontractor, upon C40’s request, Service Provider will promptly provide to C40 all information that C40 reasonably requests concerning the subcontractor. Service Provider is primarily responsible for all acts and omissions of subcontractor and for ensuring subcontractors comply with this Agreement.

(B) Prior Services; Survival. If Service Provider has provided any of the Services before the Effective Date, this Agreement would apply except as expressly stated otherwise. Any Sections that contemplate survival of termination or expiration of this Agreement will survive such termination or expiration, including the Sections “Representations, Warranties and Covenants,” “Trademarks,” “Limited Liability” and “Indemnity; Insurance”.

2019.1
(C) **Notices.** All notices under this Agreement must be in writing and be sent by electronic mail, by hand, by courier service, mailed by certified or registered mail (return receipt requested, postage prepaid) or by other method for which the sender has written proof of receipt to the address of a party below (or to another address as a party may designate by notice):

If to C40:

C40 Cities Climate Leadership Group, Inc.
120 Park Avenue, Floor 23
New York, NY 10017
USA
Attention: C40 Legal
Email: legal@C40.org

If to Service Provider:

[insert information]

(D) **Entire Agreement; Modifications.** This Agreement: (i) contains the entire agreement of the parties and supersedes all other oral or written agreements regarding its subject matter; and (ii) may be modified only by a written amendment signed by both parties.

(E) **Waiver.** Any waiver must be in writing and signed by a party. A waiver in one instance will not be considered a continuing waiver or a waiver in another instance, whether similar or different. No failure or delay in exercising any right, power, or privilege will operate as a waiver, nor will any single or partial exercise of right, power, or privilege preclude any other or further exercise.

(F) **Severability.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect and the invalid or unenforceable provision will be severed from this Agreement and replaced by a lawful and enforceable provision which, as far as possible, achieves the intent of the parties, provided that any modification or deletion of a provision should not significantly alter the benefits or burdens of either party under this Agreement.

(G) **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(H) **Assignment.** Service Provider may not assign this Agreement without C40’s prior written consent and any purported assignment in violation of this provision will be null and void. C40 will have the right to assign this Agreement at any time on notice to Service Provider.

(I) **Headings; Including.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The term “including” is illustrative and means “including but not limited to.”

(J) **Cumulative Remedies.** The rights and remedies under this Agreement 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) **Governing Law; Governing Language; Venue.** This Agreement is governed by and should be construed in accordance with the laws of New York applicable to agreements entered into and performed in New York. For all purposes, this English language version of this Agreement is the original, governing agreement and understanding of the parties; if any conflict arises between this English language version and any translation into another language, this English language version will govern and control. If the parties have any dispute under this Agreement, they will use good faith efforts to resolve the dispute through discussions of an executive officer from each party for a reasonable period. Any dispute arising under or related to this Agreement will be resolved exclusively in the applicable federal and state courts in the State and County of New York. Each party irrevocably submits to the
exclusive jurisdiction of the foregoing courts and waives any objection to the venue of those courts based on an inconvenient forum or other reasons.

(L) Counterparts; Signatures. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one agreement. Signatures on this Agreement delivered by email, PDF, or facsimile will be considered valid and binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Effective Date.

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By:__________________________
    Name: Juliette Carter
    Title: Director of Corporate Services

{service provider name}

By:__________________________
    Name: {authorized signer name}
    Title: {title of authorized signer}
STATEMENT OF WORK

This Statement of Work is made subject to the Service Provider Agreement dated {effective date} by and between C40 CITIES CLIMATE LEADERSHIP GROUP INC., a Delaware non-profit corporation (“C40”), and {service provider name} (“Service Provider”).

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

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: __________________________________________
Name: Juliette Carter
Title: Director of Corporate Services
Date:

{service provider name}

By: __________________________________________
Name: {authorized signer name}
Title: {title of authorized signer}
Date:

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