



Request for Proposal (RfP)

“Green jobs and energy poverty programme development in Milan”

This project is part of the Inclusive Climate Action Programme. More info:
<https://www.c40.org/programmes/inclusive-climate-action>

C40 Climate Leadership Group, Inc.

May 2022

1 Background

1.1 About C40

The C40 Cities Climate Leadership Group connects nearly 100 of the world's greatest cities, representing 650+ 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. 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. 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 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.

1.2 C40 Inclusive Climate Action Programme:

C40s Inclusive Climate Action (ICA) Programme focuses on supporting cities to make the case for climate action and to ensure the benefits of

climate actions are inclusive, as a way to maximize and scale climate action impacts and climate benefits across urban populations. The programme aims at delivering technical support, training, and peer-to-peer exchange on assessing and understanding the wider benefits of climate action; increasing capacity to engage inhabitants and stakeholders; assessing and improving the overall equitable outcome of cities' climate strategies. Cities will be guided through the stages of benefits and benefits distribution assessment, engagement strategy development, implementation, as well as monitoring and evaluation.

2 Summary and background of the project

In 2021, as part of the first phase of the 'Green Jobs and Just Transition' project, C40 conducted a [research](#) that estimated local specific job creation and job distribution assessments in 6 key cities (Milan, Rome, Johannesburg, Cape Town, Houston and Miami), and nationally in Italy, South Africa and the U.S. This research provided specific information on the jobs that would be created by climate action implementation, who these jobs would benefit, the skills needed and the pace of creation, and the investment that is necessary.

This project aimed to enable mayors to make the case locally and to national governments for urban investment of green and just recovery funding directly addressed to cities climate action plans, and to show cities' leadership in delivering a **green and just recovery**.

For context, some of the media coverage of this research in Milan can be found [here](#) and [here](#).

The second phase of this project looks into supporting cities to develop green jobs programmes to overcome barriers to creating accessible green jobs through climate action implementation. **In the city of Milan (Italy), C40 Cities will support the city to work on the development of a flagship public programme on green jobs and energy poverty**, based on the city's Climate Action Plan, to showcase real inclusive climate action in practice. Support provided to the city will aim at:

- Developing a programme or public policy that aims at the creation of and better access to green jobs, reduce emissions and tackle energy poverty
- Attracting and unlocking recovery or other relevant funds for the implementation of climate action
- Help make the case that addressing equity doesn't mean delaying climate action.
- Develop an innovative approach that could be used to inspire other cities in Italy and Europe to make the case on how to achieve climate and social goals jointly.
- Enable Milan's participation in a wider European and global city-led campaign on green jobs and energy poverty.

3. Project purpose and description

C40 is looking for a programme/policy advisor or consultant with expertise on urban policy, programme and strategy development on climate action, economic development and just transition in Italy, that will support the development of this flagship programme in Milan under the guidance of the city of Milan and the Senior Manager for Data and Policy Analysis of C40's Inclusive Climate Action team. Expertise on the European and national context related to Next Gen EU and on local, national and European regulatory frameworks on building retrofit will be a strong asset.

The advisor/consultant will work with C40 colleagues and relevant city officials to provide analysis, strategy and outputs that will support Milan on the activities mentioned above (section 2). The **responsibilities** include:

- **Support the city in developing a tangible public policy strategy or programme focused on creating good quality and accessible green jobs and reducing energy poverty**, based on the city's Climate Action Plan (Piano Aria e Clima), analysis of the data available, and in the context of Milan's and Italy's political and administrative landscape.
 - The analysis should include a review of existing materials provided by C40 and the city of Milan, and information collected through other methods identified by the consultant.
 - Identify the job creation opportunities for this programme and the distribution of these jobs, based on analysis conducted in 2021 by C40 Cities and the city of Milan, along with other materials.

- The analysis should also help to identify funding sources and finance structures to ensure financial viability for the delivery of the programme.
 - The strategy should be in line with the city's climate action plan, the city's needs and priorities, and the delivery of emissions cuts in line with limiting global heating to 1.5 degrees on an equitable basis.
 - It should also map out the barriers that need to be overcome for a successful delivery and the policy gaps (ie. training and reskilling, energy poverty advice, etc.)
 - A specific desired outcome should be measurable (i.e. *get XXX Euro funding to deliver retrofits in X-Y% of the city's public housing, which will create X jobs by 2025, reducing emissions by X% and increasing female representation in the sector by X%*).
 - It should identify concrete measures related to reducing energy poverty, job creation and equitable job distribution through innovative and cross-departmental approaches (i.e. *how to increase diversity and inclusivity in the jobs created*).
- **Identify and engage partners and stakeholders**, working in collaboration with C40's ICA and Campaigns teams and/or other C40's contractors to leverage influential voices to create support and neutralize opposition for the programme and related activities. This will involve identifying key stakeholders and highlighting where there is scope for deeper collaboration. Key partners and stakeholders could be such as industry leaders (employers and worker organizations), labor-management groups, local workforce development boards, training providers, climate impact organizations, associations of residents and tenants, civil society or private sector organisations and other key community partners. A key element of the support provided will be to establish, sustain and mobilise these stakeholder relationships and the definition of shared campaign and political goals and key milestones.
 - **Collaborate in the programme dissemination**: actively participate and, where relevant, support in the development and delivery of peer-to-peer learning; knowledge products and content production; and strategic communications through in-person and virtual events.

- **Work closely with C40's Inclusive Climate Action Team and C40's Campaigns team** to support Milan engaging in advocacy at European and national level when relevant and through C40's overall European and global campaign on green jobs.

Person/Consultancy team specification:

We welcome individual applications (or individuals deployed from a consultancy firm or team).

- Experience in public policy and strategy development.
- Experience in internal and external stakeholder management.
- Knowledge in socio-economics (in particular around jobs and/or energy poverty).
- Proven knowledge and understanding of funding mechanisms for cities in Italy and Europe (inc. Next Generation EU and PNRR).
- Experience with or understanding of the challenges of delivering inclusive climate action, planning, policy and implementation across the Italian urban context, and in particular the Milanese one.
- Ideally, experience or knowledge of local authorities in Italy and Milan and/or on the buildings and construction policy sector.
- Effective communicator and collaborator who is able to manage time, work strategically, prioritise activities and accomplish tasks with minimal oversight.
- Problem-solving and strategic thinking capabilities, attention to detail and a delivery-oriented approach
- Passionate about the mission of C40 and with a strong interest in helping cities overcome their sustainability, inclusion & equity challenges, particularly through delivering inclusive and socially just and transformative climate action.
- The consultant will have to be fluent in Italian and English.

Indicative timeline: *May 2022 – December 2022*

4 Deliverables

The exact deliverables or outputs will be agreed between C40 project leads, city staff and the selected consultant during the contract period, but the following can serve as a reference:

Activity	Define strategy and milestones for the development of a flagship public programme on green jobs and energy poverty in Milan
Outputs	<p><i>(1) Document(s) that clearly present the strategy, roadmap, and milestones for the programme, with timeline and concrete and measurable outcomes and benefits of this programme, barriers, gaps and opportunities, based on the research and analysis conducted (as referenced in section 3).</i></p> <p><i>(2) Relevant presentation(s) of the strategy and/or programme that could be used by the city of Milan to present it to other partners or stakeholders.</i></p> <p><i>(3) Any other dissemination materials and/or contribution to city materials as required.</i></p>

Activity	Identify and engage partners and stakeholders
Outputs	<p><i>(1) Regular document(s) or presentation(s) for both C40 and city staff that summarise the work conducted on the identification and engagement with key stakeholders.</i></p> <p><i>(2) Delivery of meetings and/or workshops with stakeholders.</i></p>

Activity	Collaborate in the programme dissemination and C40's overall European and global campaign on green jobs
Outputs	<i>(1) Contribution to advocacy, communication or campaign documents.</i>

4 Budget

50,000 USD

Costs should be stated as one-time or recurring costs. Note that all costs should be included (taxes, etc.), as the budget above represents the total amount available. C40 does not pay contractors more frequently than once per month. All budgets are to be prepared in USD.

5 Project Specification

5.1 Programme Management

The ICA Senior Manager for Policy, Data & Analysis from C40 Cities will both oversee the project and be an active partner. The successful bidder will be expected to foster close and constructive working relations with the project manager. All interim deliverables and change requests will need to be approved by the project manager.

5.2 Language

Deliverables should be provided in English and/or Italian where required (most suitable language for each deliverable will be agreed with the consultant).

5.3 Documentation

All documentation should 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; 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

6.1 Submission details

Submissions should include:

- Description of your proposed approach to the project, including examples of types of work that you anticipate being important to cover, and how you will manage successful implementation and communication with C40;
- Overview of your expertise, experience and relevant work you have done in the field that show you would be well placed to deliver on this scope of work. Please use the person specification as a guide.
- A cost breakdown, **inclusive of taxes** and estimated weekly/monthly hours allocated to the project;
- Brief description of experience and capacity in the Italian context – we are looking for a provider who is already familiar with the local employment context as well as the national political governance framework.
- Examples of previous relevant work, explaining the output and impact created, as concrete as possible. References from previous clients are welcome, with phone and email contact, as well as any links to websites where previous work can be seen.

- Confirmation of adherence to C40's terms and conditions. Bidders should review the C40 Service Providers Agreement (Appendix 1) and confirm acceptance of the agreement as part of the response to the RFP.
- Any additional deliverables and/ or information relevant to this tender.

Please note: Proposals should be written in English, saved in pdf format and should not exceed 8 pages of text. Reference material may be placed in annexes. CVs should not exceed 2 pages per CV.

Contract terms and conditions will be signed upon selection of the winning bidder for this RfP.

If the organisation/individual 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 include any outsourced or contracted 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.

6.2 Time schedule

A tender in response to this request for proposal should be submitted no later than **(23:59 GMT) 24th May 2022** to Julia Moreno Rosino (jmoreno@c40.org), ICA Senior Manager for Policy, Data & Analysis. Any proposals received after this date and time will not be accepted and will be returned to the sender.

The tender evaluation will take place between 25 – 27th May 2022. If additional information or discussions are needed within this window, the bidder(s) will be notified. The selection decision for the winning bidder will be made no later than 27th May 2022. Notifications to bidders who were not selected will be completed by 1st June 2022.

All final deliverables should be completed by 20th December 2022.

Draft project timeline:

24 May	Submission deadline for proposals
27 May	Selection of successful bidders
30-31 May	Inception meeting
20 December	All deliverables completed

Project management

The following project meetings are proposed between the service provider and C40: An inception meeting, and weekly meetings to allow for iteration between C40 and the consultant. These meetings will involve the C40 project leads (ICA and Campaigns Senior Managers), the selected consultant and city staff where required. The service provider should allocate time to attend these meetings.

7.1 Evaluation

Submissions will be evaluated against the following criteria:

Criteria	Weighting
Project delivery approach proposed, including project management approach - ability to deliver outputs to time and quality	40%
Expertise and experience of the bidder across relevant topics and the specific Italian context. Including existing work and advocacy campaigns and channels that we can draw on for this work	40%

8. 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.

9. Contact

All questions related to this RFP should be directed by email to Julia Moreno Rosino (jmoreno@c40.org).

Appendix 1. Standard Service Provider Agreement

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (this “Agreement”), is dated as of [REDACTED] (the “Effective Date”), by and between C40 CITIES CLIMATE LEADERSHIP GROUP, INC., a Delaware non-profit corporation (“C40”), and [REDACTED] having its principal place of business at [REDACTED] (“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. [C40 will reimburse reasonable and necessary pre-approved out-of-pocket expenses incurred by the Service Provider in performing the Services. Service Provider will provide documentation supporting any expenses with the applicable invoice].¹

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. [Service Provider or its Personnel may be subject to background searches as may be required by C40]².

6. Confidentiality.

¹Include if C40 will reimburse expenses.

²Include if applicable (e.g., if SP will be working out of C40/Bloomberg office).

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 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.

8. Trademarks. C40 hereby grants Service Provider permission to display C40’s trademarks, C40, C40 CITIES, the C40 logo, (“C40 Trademarks”) for the purposes of the Services. Service Provider may use the C40 Trademarks for other purposes only with C40’s prior written consent. For the avoidance of doubt, Service Provider will not refer to C40 in any Service Provider marketing, advertising, press releases or public statements without C40’s prior written consent. If any use of the C40 Trademarks by Service Provider is unacceptable to C40, C40 has the right to require modification by Service Provider and may at any time and upon notice, require Service Provider cease use of any C40 Trademarks.]³

9. Representations, Warranties and Covenants.

A. Service Provider represents, warrants and covenants that:

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;

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;

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

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;

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;

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

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

³Include if C40 needs to give SP trademark license to perform Services.

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;

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

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.

10. Indemnity; Insurance.

A. Indemnity. Service Provider will indemnify, protect, and hold harmless C40 and its affiliates, and their respective Personnel (collectively, "Indemnitees") 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. [Service Provider will cause C40 (with the following address: 120 Park Avenue, Floor 23, New York, NY 10017 USA and Attn: C40 Legal) (and any other party that C40 may reasonably request) to be named as an additional insured under the commercial general liability policy and, upon C40's request, will provide C40 with certificates evidencing such policies. Each such policy will have a waiver of any right of subrogation against C40, and will 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.]⁴

11. 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). [Nothing in this provision is intended to affect the Service Provider's ability to give commentary in the academic context.]⁵

12. 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.

13. 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

⁴ To be included only in the case of outsourcing services.

⁵ Only include if service provider is an academic or scientific institution.

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.

14. 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.

15. Miscellaneous.

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".

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 privileged 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:

