1. Introduction

C40 Cities Finance Facility

The C40 Cities Finance Facility (CFF) facilitates access to finance for cities’ infrastructure projects that address the climate crisis and support a green and just recovery. It does this by providing technical assistance to develop cities’ priorities into finance-ready project proposals, by supporting cities in linking them with the most suitable financial options and by enabling replication and upscaling of these projects for further impact. The initiative is implemented by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and the C40 Cities Climate Leadership Group (C40).

The CFF carries out four types of activities:

- Project preparation of infrastructure projects in cities;
- Capacity development of city administrations;
- Knowledge sharing to other cities, practitioners and policy-makers;
- Partnerships between cities, financiers and other organisations.

Through project preparation, the CFF develops specific climate projects. Through capacity development, the CFF ensures that its supported cities gain the ability to technically and financially structure similar climate projects independently. Through knowledge and learning, the CFF extends its influence beyond its supported cities to inform how other cities, practitioners and national and international policy-makers can accelerate the delivery of climate action in cities. All three activities are conducted in partnership with other organisations.

The CFF was set-up in 2015 to support cities in developing and emerging economies to prepare and deliver zero-carbon and resilient infrastructure projects. Now entering its third phase, the CFF has supported 20 projects in 18 cities across Asia, Africa and Latin America, in sectors including mobility, adaptation (water), energy and waste. The CFF is part of C40’s Climate Accelerated Implementation directorate, a new C40 team supporting C40 cities in the implementation of their climate action plans. Although the initiative is implemented jointly with Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, this RFP will be managed by C40.
C40 Cities Climate Leadership Group

The C40 Cities Climate Leadership Group connects more than 90 of the world’s leading 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. More information can be found in annex 1.

2. Project Overview

This Request for Proposals (RFP) outlines the requirements for the delivery of ongoing maintenance and improvements for the CFF’s own website (www.c40cff.org) over the length of the contract. This will include reacting to and fixing any minor or larger issues which occur.

Current status

The CFF’s website was created between April and August 2017. Before, the CFF’s online presence had been on a temporary web page within the C40 website (https://www.c40.org/programmes/c40-cities-finance-facility). The current website includes:

- Homepage.
- ‘About’ page on the CFF’s history and partners.
- News and events page.
- Projects pages, outlining all cities currently supported.
- Knowledge page, highlighting all CFF knowledge products so far.
- Application Portal where new cities can apply for support.

The content management systems and framework of the CFF website is Laravel. Laravel was selected based on the overall suitability of the tool kit to the envisioned site, which was done by juxtaposing the project goals, success criteria, and known constraints against the strengths and weaknesses of each framework. A custom, Laravel-based content management system, which exposes editors to simplified pages comprising only forms, buttons and fields necessary for the task at hand, was built to allow simple updates by the editors.

The CFF website is currently hosted on Amazon Web Services and domain management company is CSC.

Overview of website maintenance needs:

- Provide support for any ad-hoc website fixes, needs or issues
- Background support to ensure the ongoing operation of the website such as SSL certificates.
- Provide infrequent website upgrades to highlight CFF’s new third phase of city project support. This may include an updated home page and navigation menu.
3. Details of the Project

The winning bidder is expected to provide support in the form of website bug fixes, feature enhancement, site updates, and project oversight for the CFF website. The maintenance tasks are expected to cover production, design, development, and quality assurance, as required. This will also include supporting the project manager in ensuring the continued operation of the website by providing Certificate Signing Requests (CSRs) and installing SSL certificates, for example.

These services will not be required all at once or at regular increments but will often be ad-hoc in nature, reacting to any issues that occur in the functioning of the website or proactively providing minor upgrades. The provider should expect for these hours to be spread across the entire assignment timeline.

The services required will be dependent on organisational needs and requirements and thus the exact scope is currently unknown.

4. Project management

This project will be managed by the CFF Knowledge & Learning Officer, Valerie Brown (vbrown@c40.org), the CFF Programme Officer, Daisy Pelham (dpelham@c40.org), and Oliver Walker (owalker@c40.org).

5. Minimum Requirements

We are open to receiving proposals from individual organisations and consortia. We are looking for who can approach this assignment with rigour, creativity, and professionalism.

The following qualifications/experience must be met:

- Previous experience in website maintenance.
- Ability to troubleshoot complex web and software issues.
- Excellent command of English.
- Excellent interpersonal and communication skills.
- Effectively plan, organise and prioritise work assignments.
- Ability to react quickly to website maintenance issues
- Good understanding of content management systems

6. Format for responses

Bidders should provide as part of their proposal:

- Description of their experience in providing web maintenance services.
Providing evidence as necessary in PDF or as a link.

- Resumes of the involved team members
- Detailed breakdown of costs for web maintenance services (see section 7. for budget details)
- Minimum notice times required to provide services.
- Outline any pre- and post-assignment support needed.
- Acknowledgment of C40’s Service Provider Agreement (see annex 2), with any comments.
- Confirmation that the service provider will comply with C40’s ‘Contractual flowdown requirements’ found in annex 3. Please note that it is a requirement of the CFF’s funding that these be agreed to and followed, thus there is no scope for changes or amendments.

The responses will be evaluated according to technical and financial suitability for the assignment. Evaluation criteria include relevant experience (50%) and cost (50%).

Shortlisted candidates may be invited to have a short conversation with the project managers prior to the awarding of a contract.

Please note that any proposals not received by 17.00 (GMT) on 5th August 2022 will not be accepted.

The consultant should expect to follow the application timeline as proposed under section ‘8. Timeline - Procurement’. Each bidder must submit their proposal in English in a PDF format using subject heading “CFF RFP – Website Maintenance – SUBMISSION” to:

Name: Valerie Brown  
Position: Knowledge and Learning Officer, CFF  
Email: vbrown@c40.org

Name: Daisy Pelham  
Position: Programme Officer, CFF  
Email: dpelham@c40.org

Please note that the CFF is committed to transparency and thus, any questions asked until the deadline will be shared with everyone (in an anonymous manner). You can find all of the questions and the answers we have provided so far in the document here.

7. Budget

Responses to this RFP must include a detailed breakdown of proposed costs, including working/person-days dedicated to each deliverable as outlined above and must include VAT or any other applicable taxes.

All proposals must detail the costs of web maintenance services requested as follows:

- Cost per hour; for 2 hours; for ½ a day; for a full day.
- Breakdown of costs if different per type of support/maintenance required.
Payment Structure:
Please note that C40 is not able to pay for services up-front and so payments to the service provider will be following the completion of the work and the submission of an invoice (up to one payment per month). Any invoices should include the CFF project code (16766).

While we appreciate that many service providers choose to offer consistent monthly fees for website support, or payment up-front for a specified number of hours or services with different payment terms, C40 will only be able to enter a contract with the above conditions.

8. Timeline – Procurement
A timeline of the entire process from submitting a proposal to completion is detailed below:

- **18 July 2022**: RFP published online.
- **5 August 2022**: Proposals to be sent in PDF format to vbrown@c40.org and dpeilham@c40.org.
- **12 August 2022**: All consultants receive a response on whether they have been successful.
- **22 August 2022**: Approximate kick-off of contract & maintenance period
- **31 October 2024**: End of web maintenance contract.

In case of delays, the timeline will be changed accordingly.

9. Contracting
C40 may award contracts on the basis of proposals submitted in accordance with the instructions set out in this RFP.

C40 intends to enter into the form of contract attached as Appendix 2 and entitled Service Provider Agreement with the winning bidder(s). As noted in Section 4, the actual number of documents to be commissioned is not fixed. As such, C40 intends to enter into a contract that will allow C40 flexibility to commission documents on an as needed basis.

If C40 is unable to execute a contract with the consultant awarded the contract, we reserve the right to award the contract to the second highest bidder.

All contracting and invoicing will be handled through:

C40 Cities Climate Leadership Group, Inc.,
120 Park Ave, Floor 23,
New York, NY 10017
United States of America
10. **Disclaimer**

C40 will not accept any liability or be responsible for any costs incurred by respondents in preparing a response for this RFP.

Neither the issue of the RFP, nor any of the information presented in it, should be regarded as a commitment or representation on the part of CFF (or any of its partners) to enter into a contractual arrangement. Nothing in this RFP should be interpreted as a commitment by CFF to award a contract to a bidder as a result of this procurement, nor to accept the lowest price or any tender.

11. **Term of Assignment**

The assignment is planned to run from July 2022 until the end of the CFF’s current grant phase - currently 31st October 2024 (but subject to change).

The Term may be extended upon the written approval of both Parties which, for the avoidance of doubt, email will be considered written approval for the purposes of a Term extension.
Annex 1 – The C40 Cities Climate Leadership Group

The C40 Cities Climate Leadership Group connects more than 90 of the world's leading 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; while 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 three strategic funders: Bloomberg Philanthropies, Children's Investment Fund Foundation (CIFF), and Realdania.

C40 positions cities as a leading force for climate action around the world. We define and amplify their call to national governments for greater support and autonomy in creating a sustainable future. Working across multiple sectors and initiative areas, C40 convenes networks of cities providing a suite of services in support of their efforts, including: direct technical assistance; facilitating of peer-to-peer exchange; and research, knowledge management and communications. As a climate organisation of the world's greatest cities, C40 supports its members to move on to a low carbon development pathway, adapt to climate change, curb GHG emissions, and engage in partnerships among themselves and with global organisations, national governments, the private sector and civil society.

C40 Cities Climate Leadership Group, Inc. is a U.S. not-for-profit 501(c)(3) registered organisation, working with the world's megacities to tackle climate change. With offices in London and New York, and people working across the globe, C40 has about 220 staff members. Around a half are UK based, around a tenth are US based, the remainder cover roughly another 15 countries. C40 is continuing to expand with plans to register entities in other countries this year. C40 Inc. in the U.S. would remain as the party entering into contracts and handling most financial transactions for all its global affiliates.
Annex 2 - C40 Service Provider Agreement incl. Statement of Work

This SERVICE PROVIDER AGREEMENT (this “Agreement”), is dated as of [1] (the “Effective Date”), by and between C40 CITIES CLIMATE LEADERSHIP GROUP, INC., a Delaware non-profit corporation (“C40”), and [1] having its principal place of business at [1] (“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].

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].

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

1Include if C40 will reimburse expenses.

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

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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.


(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 WorkProduct, 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 known 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, knowhow, 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


(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;

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

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(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.

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.

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

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

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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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Annex 3 - GIZ Contractual Flowdown Requirements

Schedule X

Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ) Grant Contractual Flowdown Requirements

The Parties recognise and agree that the Statement of Work [x] is funded under the Grant Agreement (81270960) dated 29 June 2021 between C40 Cities Climate Leadership Group Inc. (C40) and Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ), with project code 16676, for the period 1 April 2021 – 31 October 2024.

Accordingly, in addition to the standard agreed position under the [Service Provider Agreement/Framework Agreement], both parties recognise and agree that –

Performance

1. The Service Provider shall carry out the Project with due diligence, efficiency and in accordance with sound administrative, technical, financial, business and development practices.

2. The Service Provider will obtain any necessary licenses, approvals and consents to implement, carry out, or operate any measure required in the performance of the contract.

3. The Service Provider will bring to the attention of the Project Manager at C40 any circumstances that will affect or jeopardise the attainment of the project, interfere with the performance or management of the material obligations of this contract. This includes, but is not limited to:

3.1. Substantial changes in the risk assessment of the project;

3.2. The occurrence of unintended adverse impacts on human rights, the environment and climate, context characterised by fragility and violence, and gender equality;

3.3. Other significant time, financial, technical or development policy changes during the contract and risks to the safety or health of assigned staff.

4. C40 will seek remedies under the Service Provider Agreement/Framework Agreement for breach, non-performance, default as well as illegal or improper purposes that are contrary to this contract or any laws of the country in which the Project is implemented.

Expenses

5. Funds provided to the Service Provider under this Statement of Work may only be used for actual costs not already financed under other sources of funding.
6. Expenses can only be claimed for items specified in the Service Provider’s contract. Please refer to the Travel and Expense Policy for non-staff for further details.

Reporting and Record Keeping

7. C40 is obliged by the terms of the grant to provide regular financial and narrative reports to GIZ and will be subject to regular audits by GIZ for C40’s use of grant funds.

8. C40 is obliged by the terms of the grant to keep for ten years after the end of project all books, records, and the originals of the supporting documents. C40 shall enable GIZ, or any third parties, authorised by GIZ to review the books and any other records and documents relevant for the implementation of the Project and to visit all facilities related thereto.

9. Accordingly, the Service Provider agrees to take all necessary measures to enable C40 to fulfil these obligations and will provide reasonable cooperation, including promptly responding to requests for additional information, to enable C40 to fulfil its obligations to the donor.

Sub-Contracting

10. The Service Provider is permitted to sub-contract elements of the scope, provided that:-
10.1. The regulations on public procurement in the United States of America are followed.
10.2. The Procurement Guidelines outlined in Annexe 4a of the GIZ Grant (Award Procedure/Procurement Guidelines)
10.3. All goods or services procured are to be used exclusively for the purposes of this project.
10.4. Competent and qualified consultants must be contracted to achieve the objectives.
10.5. Procurement shall comply with the relevant sustainability standards.

11. At the request of C40 or GIZ the Service Provider shall provide evidence of the proper implementation of the contract award procedures.

12. Any sub-contracts placed under this Statement of Work shall reflect the provisions of the Service Provider Agreement/Framework Agreement and this schedule of Contractual Flowdown Requirements.

13. Any sub-contracts placed under this Statement of Work must conform to customary trade practices, import duties, which may not be financed under the Grant, are to be indicated separately in the sub-contracts and any associated invoices.

14. Adequate provision is to be made in any sub-contract for the insurance of any goods required for the project. Any such insurance must be in accordance with prudent industry practice and any compensation from the insurance is to be payable in a freely usable currency.

Ethical and Environmental Standards

15. The parties recognise GIZ has a strong policy prohibiting use of funds for the following:

15.1. Financing terrorism
15.2. Money laundering
15.3. Bribery
16. The Service Provider shall immediately repay any funds used in contravention of this prohibition.

17. The Service Provider shall not make available funds or other economic resources to third parties that are on the sanctions list issued by the UN or the EU.

18. The Service Provider shall comply with any embargoes or other trade restrictions issued by the UN or the EU.

19. The Service Provider shall immediately inform C40 of an event that results in any member of its personnel, management, governing bodies, shareholders or contractual partners appearing on a sanctions list.

20. The Service Provider shall respect the local conditions in the relevant country, as well as the customary trading practices and legal provisions, ordinances, and official regulations (including tax) and shall consider the associated general, special, and social impacts.

21. The Service Provider are obliged to use the funds in compliance with international standards and multilateral agreements, in particular:

21.1. International human rights conventions;

21.2. The International Labour Organisations declaration of 1998 and

22. When using the funds, the Service Provider will ensure:

22.1. The protection of children;

22.2. The prevention of violence, abuse and exploitation of any kind;

22.3. Non-discrimination, especially with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability;

22.4. The promotion of equal opportunities for all genders.

23. The Service Provider shall use the funds in compliance with international environmental law, minimise emissions of greenhouse gases and avoid any action that could increase the vulnerability of the populations and / or ecosystems.

24. The Service Provider is obliged to deliver the services in a way that:

24.1. Is in full compliance with all applicable tax regulations;

24.2. Is in full compliance with international environmental law;

24.3. Minimises emissions of greenhouse gases

24.4. Avoids or reduces unintended adverse impacts on:

24.4.1. The environment;

24.4.2. Climate protection;

24.4.3. Adaptation to climate change;

24.4.4. Human rights;

24.4.5. Contexts characterised by fragility and violence;
24.4.6. Gender equality.

25. The Service Provider shall take appropriate measures to prevent sexual harassment in a professional context.

26. The Service Provider shall refrain from inciting violence or hatred as well as objectively unjustified discrimination against an individual or group of individuals.

Conflict of Interest

27. The Service Provider will act at all times in an impartial and loyal manner towards C40 and GIZ.

28. A conflict of interest, as defined under this schedule, may arise from economic interests political affinities or national ties, family or friendship or other ties or interests.

29. During the term of the Agreement, the Service Provider shall not conclude any contract where a conflict of interest is to be anticipated due to the nature of the contract of the Service Provider’s connections with a third party – unless prior consent has been given by GIZ in writing; such contact with GIZ to be facilitated by C40.

30. In the event a conflict of interest arises, the Service Provider must disclose such event to C40 without undue delay.

Data Protection

31. To the extent the Services involve the processing of personal data such data will be processed in accordance with the General Data Protection Regulation of the European Union (GDPR).

32. In the event the Services involve the processing of personal data, the Service Provider will enter into a separate data processing agreement with C40 which shall govern the use of such data.

Force Majeure

33. Force majeure is an unavoidable event (including natural disasters, outbreak of diseases, serious unrest, war or terrorism) where neither party to this contract will be held liable for a breach of its obligations. This applies if the Service Provider is prevented from fulfilling such obligations by reason of Force Majeure and has taken all reasonable precautions, due care and sought out reasonable alternative measures. The Service Provider is to notify C40, and vice versa, as soon as is possible and no later than fifteen days upon becoming aware of the implications of the occurrence. Evidence of the nature and cause of the event and well as information about the possibility of returning to normal conditions must be provided as soon as possible.

Communications and Visibility

34. The Service Provider will make no press releases or public statements about the Project without the prior written permission of C40. C40 shall obtain the approval of all press releases or public statements regarding the project by GIZ in writing prior to release or disclosure.

35. Any public statements about the project must note that it was financed by GIZ as commissioned by the Government of the Federal Republic of Germany.