REQUEST FOR PROPOSAL (RfP)
Analysis on Loss and Damage from an urban perspective

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

July 22nd 2022
1. C40 Cities Climate Leadership Group Inc. (‘C40’)

C40 is a network of nearly 100 mayors of the world’s leading cities, who are working to deliver the urgent action needed right now to confront the climate crisis, and create a future where everyone, everywhere can thrive. Mayors of C40 cities are committed to using a science-based and people-focused approach to help the world limit global heating to 1.5°C and build healthy, equitable and resilient communities. Through a Global Green New Deal, mayors are working alongside a broad coalition of representatives from labour, business, the youth climate movement and civil society to go further and faster than ever before.

C40’s team of 200+ staff is headquartered in London, with offices in New York, Joburg, Singapore, Delhi, Rio de Janeiro, Copenhagen, Beijing and Paris, and individual staff based across 25+ different locations, with the Office of the Chair based in London.

The strategic direction of the organisation is determined by an elected Steering Committee of C40 mayors which is chaired by the Mayor of London, Sadiq Khan. Three term Mayor of New York City Michael R. Bloomberg serves as President of the C40 Board of Directors, which is responsible for operational oversight. A nine-person management team, led by Executive Director, Mark Watts, leads the day-to-day management of C40. C40’s three core strategic funders are Bloomberg Philanthropies, the Children’s Investment Fund Foundation (CIFF) and Realdania.

To learn more about the work of C40 and our cities, please visit our Website, or follow us on Twitter, Instagram, Facebook and LinkedIn.

2. Summary, Purpose and Background of the Project

This research occurs within the C40 Climate Justice Pillar of the C40 Political Strategy. It will be led by C40’s Inclusive Climate Action (ICA) Programme, with contributions from the C40’s Adaptation, Regions and Political Leadership teams.

C40’s Inclusive Climate Action (ICA) Programme focuses on supporting mayors and cities to ensure local climate policies and initiatives are designed in an inclusive way and have equitable impacts, as a way to make the case for bold climate action and maximise its benefits across urban populations. The programme aims at delivering leadership and advocacy support, technical and strategic assistance, training and peer-to-peer exchange on assessing and understanding the wider benefits of climate action; increasing capacity to engage inhabitants and stakeholders; designing inclusive and just climate strategies.

C40 resilience work with cities supports research, planning, financing, capacity building and implementation of measures needed to prevent the worst impacts of climate change and protect communities around the world. Our support offered to cities helps cities with solutions to urban flooding, urban heat, water security and sea level rise, especially through nature-based solutions.
The Regions & Mayoral Engagement Team is located in every region of the globe, representing and coordinating with local cities on the ground- bringing regional knowledge for technical, political and cultural breakthroughs.

Background of the project

There is substantial and increasing global attention to inevitable climate impacts occurring now and operationalisation of loss and damage under Article 8 of the Paris Agreement. The latest IPCC report made clear that “there are limits to adaptation and that extensive losses and damages are already occurring as a result of climate change [...] Losses and damages are unequally distributed across systems, regions and sectors, and are not comprehensively addressed by current financial, governance and institutional arrangements, particularly in vulnerable developing countries, (where more support is needed).”

Despite this growing recognition of losses occurring, there is still scarce appreciation of the specific urban dimension of the problem, as well as limited awareness and concrete information on scale of losses and damages to cities, and what technical assistance and financing support needs to be mobilized at the local level, in order to protect those urban communities who are at the frontline of climate impacts.

This gap in knowledge and understanding acquires particular relevance in a global context where 70 percent of the world’s population is expected to live in cities by 2050, and where climate impacts become increasingly acute in rapidly growing urban areas.

Project:

This project aims to give C40 mayors the most up to date and relevant analysis and data on what L&D means for cities, as well as intelligence about what openings cities and mayors have to showcase leadership in the L&D space.

C40 Cities is looking for a consultant to deliver research - based on existing data, evidence and literature, as well as on targeted consultations - to support internal analysis on:

a) how to understand Loss & Damage (L&D) in an urban context including vulnerability to loss and damage within urban settings  
b) how urban areas are already impacted by climate-induced L&D – including displacement and migration events, major infrastructure damage and other uniquely urban cultural and non-economic impacts, illustrated with existing case studies and analysis including financial impacts assessments where available  
c) current/existing platforms and funding mechanisms that contribute to addressing loss and damage and accessibility/suitability for cities and local governments  
d) type and scale of financing and technical assistance mechanisms needed currently and in the future tailored to and suitable for reducing, addressing, recovering and building back from L&D in urban settings, taking into account issues specific to urban settings such as levels of informality in housing tenure etc.
d) how cities can use existing or new tools to understand exposure within cities to loss and damage and
e) how local governments are already engaging in city-led programming to avert, minimize and address L&D, including through adaptation and resilience planning, city-to-city cooperation and deployment of technical assistance on development and humanitarian matters, including existing case studies. This should include identifying future analytical gaps to be further investigated and opportunities for innovative city-led action.

The assignment must include the following deliverable:

A comprehensive briefing paper for C40’s internal use to develop a better understanding about what climate-related L&D means in urban contexts and what actions cities and local governments are already taking to avert, minimize and address this issue - both locally and through international cooperation - including through a limited selection of city case studies from the network. The briefing paper can draw on existing C40 analysis and content as well as desktop research and external sources.

The briefing paper should include the following sections:

- A proposed conceptual framework on how to understand L&D in cities.
- Landscape review of existing literature, evidence, data and statistics about the scale and impact of L&D in urban settings - including research already produced by C40 on Water Safe Cities and climate-related urbanisation in Central America - reflecting the reality that many cities and urban communities are at the frontline of climate impacts. This should include key statistics and development of up to three case studies, where data is available.
- Overview of good existing city-led practices being implemented to avert, reduce and minimise L&D within cities and for communities most vulnerable to climate impacts, including through the development of minimum two case studies.
- Overview of existing city-to-city cooperation initiatives, Global North support for Global South cities and South-South cooperation in averting, minimising and addressing L&D, including through the development of minimum two case studies.
- Identification from literature scan of key gaps and needs for cities to be able to identify, assess and respond to L&D, including for most vulnerable communities.
- Analysis of existing national, regional and international efforts to address L&D, including potential financing sources for city-led actions and their suitability and accessibility for cities.
- Identification of potential entry points for cities to bring the urban dimension to bear on national, regional and international efforts (i.e. COP negotiations, key potential partners). This should include identification of potential avenues for city influence and key partners or allies.
- Identification of future expected programming needs for cities, as well as research and data gaps to be explored and addressed.

The final product is not expected to exceed 8,000 words excluding annexes (as required) and to be delivered in British English and proof-read.
The successful consultant, or team of consultants, will be asked to also submit a succinct executive summary/briefing note structured and comprehensive list of sources consulted to deliver the final product.

3. Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 6pm EST, August 14, 2022. Any proposals received after this date and time will not be accepted. All proposals should include clear timetables, how you will work with C40, clear costs and detail on experience in this area.

The proposal should give C40 evaluators all the information they need to assess your bid. Please clearly indicate where applicable:

- How your proposal is responsive to the Evaluation Criteria;
- The assumptions you are making about the project;
- Risks you have identified and appropriate mitigation measures;
- Information about your fee and how costs were calculated, to enable evaluation of cost reasonableness;
- Proposed timeline of implementation;
- Any additional support that you need to make the project a success, including any inputs you will need from third parties or C40 staff;
- Proposed working partnership with C40, including (as applicable) project governance and management, key personnel, key roles and responsibilities, and escalation procedure for issues.

In addition to the above, bidders are encouraged to include evidence or references of their relevant expertise, ideally including, but not limited to:

- Description of experience in delivering complex research outputs on a tight timeline.
- Examples of previous relevant work of a similar scale and structure, explaining the output and impact created, as concrete as possible. References from previous clients are welcome, as well as any links to websites where previous work can be seen.
- Motivation about collaborating with C40 and understanding of cities’ driving climate action.

Supplier Diversity

C40 is committed to supplier diversity and inclusive procurement through promoting equity, diversity and inclusivity in our supplier base. We believe that by procuring a diverse range of suppliers, we get a wider range of experiences and thoughts from suppliers and thus are best able to deliver to the whole range of our diverse cities and the contexts that they operate within.

We strongly encourage suppliers (individuals and corporations) that are diverse in terms of size, age, nationality, gender identity, sexual orientation, majority owned
and controlled by a minority group, physical or mental ability, ethnicity and perspective to put forward a proposal to work with us.

Feel welcome to refer to C40’s Equity, Diversity and Inclusion Statement as supplier diversity and inclusive procurement is one element of applying equity, diversity and inclusion to help the world limit global heating to 1.5°C and build healthy, equitable and resilient communities.

**Contract**

Please note this is a contract for professional services and not a grant opportunity. Organisations unable to accept contracts for professional services should not submit bids. The work will be completed on the [C40 Standard Service Provider Agreement](#)

These terms and conditions are non-negotiable. Organisations unable to accept them as drafted should not submit bids in connection with this opportunity.

If C40 are unable to execute a contract with the winner of this competitive process, we reserve the right to award the contract to the second highest Potential Supplier

**Subcontracting**

If the organisation submitting a proposal needs to subcontract any work to meet the requirements of the proposal, this must be clearly stated. All costs included in proposals must be all-inclusive of 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.

4. **RfP and Project Timeline**

**RfP Timeline:**

All proposals are due no later than **6 pm EST, Sunday, 14 August 2022**. Any proposals received after this date and time will not be accepted and will be returned to the sender.

Evaluation of proposals will be conducted from the submission deadline to COB EST Friday 26 August 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 COB EST Friday 26 August 2022. Notifications to bidders who were not selected will be completed by COB EST Monday August 29 2022.

Please, refer to the following timeline for a more detailed breakdown:
<table>
<thead>
<tr>
<th>RFP Timeline</th>
<th>Due Date</th>
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</thead>
<tbody>
<tr>
<td>Request for Proposals sent out</td>
<td>July 22, 2022</td>
</tr>
<tr>
<td>Questions submitted to C40</td>
<td>Until Aug 2, 2022</td>
</tr>
<tr>
<td>C40 responds to questions</td>
<td>Aug 4, 2022</td>
</tr>
<tr>
<td>Deadline for receiving Offers</td>
<td>Aug 14, 2022</td>
</tr>
<tr>
<td>Clarification of Offers</td>
<td>Aug 15, 2022 – Aug 17, 2022</td>
</tr>
<tr>
<td>Selection decision made</td>
<td>Aug 22, 2022</td>
</tr>
<tr>
<td>Confirmation of winning proposal</td>
<td>Aug 22, 2022</td>
</tr>
<tr>
<td>Notification of bidders who were not selected</td>
<td>Aug 26, 2022</td>
</tr>
</tbody>
</table>

**Project management and timeline:**

Following the selection of the winning bidder, a briefing call will be organised with the C40 Project Team to agree on the research approach, scope, deliverables and objectives. This project initiation phase is expected to be completed by the end of August 2022.

While the research and analysis is expected to be mainly delivered through September 2022, a detailed project timeline will be agreed between the C40 Project Team and the chosen supplier during a kick-off meeting.

5. **Proposal Evaluation Criteria**

As the key objective of this research is to understand the lived experience of cities at the frontline of climate-induced L&D, as well as to improve C40’s understanding of key opportunities for city programming and action, the ideal service provider will have substantial knowledge and critical awareness about existing literature on loss and damage, the stage of the international debate and existing data on past, present and projected climate impacts. Moreover, given the inherently urban focus of the research, technical experience on and understanding of urban systems, local governance and city networks will be considered as a strong value add to the proposal.

This work may be undertaken by an individual or a team. The team may consist of individuals from different organizations. All project team members must be
included in the proposal. Appointed service providers shall not delegate, subcontract or assign all or any portion of the services to a third party.

Against this backdrop, proposals will be evaluated against the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting</th>
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<tbody>
<tr>
<td>Demonstrated expertise and experience on the relevant topic</td>
<td>40%</td>
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<tr>
<td>Robustness and quality of the project proposal</td>
<td>30%</td>
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<tr>
<td>Project management, work approach and timeline</td>
<td>20%</td>
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<tr>
<td>Cost-effectiveness of the proposal:</td>
<td>10%</td>
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</tbody>
</table>

6. Project Budget

The proposal should indicate a cost break-down structure, outlining the costs for each research component (based on the break-down of expected objectives detailed in Section 2 of this document). All proposals must include proposed costs to complete the tasks described in the project scope, including all VAT and taxes. Costs should be stated as one-time or non-recurring costs or monthly recurring costs. Pricing should be listed for each of the following items in accordance with the format below. All costs incurred in connection with the submission of this RfP are non-refundable by C40.

Cost-effectiveness is a criteria for successful appointment. Total proposed project costs (incl. VAT and other ‘hidden’ costs) should not exceed $15,000 USD.

Payment will be made according to meeting project milestones as approved by the C40 point of contact.

07. C40 Policies

C40 expects third parties to able to abide by these C40 policies

- Ethical Business Conduct Policy [here](#)
- Environmental Policy [here](#)
- Equity, Diversity and Inclusion Policy [here](#)
- Safeguarding Policy [here](#)
- Whistleblowing Policy [here](#)
08. Submissions

Each Potential Supplier must submit 1 copy of their proposal to the email address below by August 14, 2022, 6 pm EST:

Emma Blunt, ICA Project Manager, eblunt@c40.org and Giovanni Pagani, Senior Manager for Climate and Migration, gpagani@c40.org

Please note: Due to an office closure we will not be in a position to provide detailed responses to questions before August 1st to prospective suppliers.

Anonymised responses to questions will be provided at this link when the Q&A period closes.

Disclaimer

C40 will not accept any liability or be responsible for any costs incurred by Potential Suppliers 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 C40 (or any of its partners) to enter into a contractual arrangement. Nothing in this RFP should be interpreted as a commitment by C40 to award a contract to a Potential Supplier as a result of this procurement, nor to accept the lowest price or any tender.

ANNEX I and ANNEX II below respectively provide the template for the Service Provider Agreement and Non Disclosure Agreement that the successful bidder would be required to sign.
ANNEX I

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 an address of [______] (“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 will have no right or authority to assume or to create any obligation

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4Include if C40 will reimburse expenses.
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 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 using best efforts. [Service Provider 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 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

3Include if applicable (e.g., if SP will be working out of C40/Bloomberg office).
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 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, 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 purpose 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;

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

10. **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, 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,

4To be included only in the case of outsourcing services.
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.]³

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 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

³ Only include if service provider is an academic or scientific institution.
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]
ANNEX II

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”), dated as of [Blank] (“Effective Date”), is entered into between C40 Cities Climate Leadership Group, Inc., with offices at 120 Park Avenue, 23rd Floor, New York, NY 10017, United States and [Blank] located at [Blank]. In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. **Purpose**

The parties are contemplating entering into a business relationship or project which involves [Describe the potential project, transaction, partnership, service] (the “Project”), and for the purpose of evaluating, entering into or performing the Project (the “Purpose”), each party to this Agreement (each, in such capacity, a “Recipient”) may have access to or acquire from the other party (each, in such capacity, a “Discloser”) certain proprietary or confidential information. Each of the parties acknowledges the importance to the Discloser of safeguarding the confidentiality of its proprietary and confidential information. This Agreement is intended to bind each Recipient and prevent it from disclosing the Discloser’s confidential information or from using that confidential information for purposes other than those set forth in this Agreement. This Agreement does not require either party to disclose or to receive information or to enter into another agreement.

2. **Definition of Confidential Information**

The term “Confidential Information” means all information in any format that the Discloser treats as confidential and proprietary and includes, among other things, all of the Discloser’s confidential business and marketing strategies, business records, marketing information, financial information, plans, test methodologies and results, reports, formulae, notes, analyses, compilations, studies, interpretations, research, pre-publication articles, data, computer systems and software (whether in object or source code format) and related documentation; the personal information of the Discloser’s officers, directors, employees, contractors, advisors, members, partners, customers, and donors; and other documents or materials in any format which is marked confidential or should reasonably have known to be confidential, prepared by Discloser or its representatives or provided to Discloser by a third party under an obligation on the part of Discloser to keep such information confidential. The term “Confidential Information” does not include information to the extent it (a) is or becomes generally available to the public through no act or failure to act on the part of the Recipient or its representatives, (b) was rightfully within Recipient’s possession, free of any confidentiality obligations, before being furnished by or on behalf of Discloser, as
demonstrated by Recipient’s written records, (c) becomes available to Recipient on a non-confidential basis from a source other than the Discloser, as demonstrated by Recipient’s written records, (d) is information which the Recipient can document was independently developed by the Recipient without breach of any obligation of confidentiality to Discloser or (e) is released from confidential treatment by the written consent of the Discloser.

3. **Use of Confidential Information**

Recipient agrees to hold all of the Discloser’s Confidential Information in strict confidence and shall not, without the express written permission of Discloser, (a) disclose any of the Discloser’s Confidential Information to third parties or (b) use the Discloser’s Confidential Information for any purposes whatsoever, other than the Purpose. Recipient shall be permitted to disclose the Discloser’s Confidential Information only to its officers, employees, consultants, and affiliates 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; provided that Recipient will be liable for breach by any such person or entity. Recipient shall use its commercially reasonable efforts to assist Discloser in identifying and preventing any unauthorized access to, use or disclosure of any of the Discloser’s Confidential Information and shall immediately notify Discloser in writing as soon as it becomes aware of any unauthorized access to, use or disclosure of any of the Discloser’s Confidential Information. Without limiting the generality of the foregoing, Recipient shall promptly advise Discloser in the event that it learns or has reason to believe that any person who has had access to the Discloser’s Confidential Information has violated or intends to violate the terms of this Agreement, and shall cooperate in seeking injunctive relief against any such person.

4. **Mandatory Disclosure**

Recipient may disclose the Confidential Information as required to comply with legal process or law enforcement provided that Recipient: (A) gives the Discloser prior written notice (unless prohibited by law) to allow the Discloser to seek a protective order or other appropriate remedy; and (B) provides reasonable cooperation to Discloser in any efforts to narrow the request or seek confidential treatment for the information required to be disclosed.

5. **Return of Confidential Information**

Neither party has any obligation to disclose Confidential Information to the other party. Upon the termination of the Project or earlier termination pursuant to this Agreement, or at any time upon either party’s request, the other party shall promptly, at the requesting party’s option, either return or destroy all (or, if so requested, any part) of the Discloser’s Confidential Information previously disclosed, and all copies thereof, and the Recipient shall certify in writing as to its compliance with the foregoing. Notwithstanding the foregoing, (a) Recipient may retain one copy of all of the Discloser’s Confidential Information in order to comply with its record retention schedule or otherwise with applicable law; and (b) Recipient will not be obligated to return or destroy the Discloser’s Confidential Information to the extent it has been electronically archived by Recipient in accordance with its automated security and/or disaster recovery procedures as in effect from time to time, provided in each case that any such Confidential Information so retained will
remain subject to the confidentiality provisions contained herein so long as it is retained by the Recipient, irrespective of the term of this Agreement.

6. **Ownership**

The Confidential Information remains the exclusive property of the Discloser. The Discloser’s disclosure of the Confidential Information will not constitute an express or implied grant to Recipient of any intellectual property or other rights, including without limitation rights in copyright, trademark, or trade secret.

7. **Remedies**

Each party acknowledges that the unauthorized disclosure or use of the Discloser’s Confidential Information would cause irreparable harm and significant injury to the Discloser, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Discloser will have the right to seek an immediate injunction enjoining any breach of this Agreement by the Recipient or its employees, consultants or representatives, as well as the right to pursue any and all other rights and remedies available at law or in equity for such breach.

8. **Termination**

Either party may terminate this Agreement at any time with or without cause by providing the other party with thirty (30) days’ prior written notice. Recipient’s obligations with respect to any particular Confidential Information will survive until the Discloser has confirmed in writing it is no longer to be treated as confidential.

9. **Governing Law**

This Agreement and all matters relating to it will be interpreted under and governed by the laws of the State of New York applicable to contracts made and wholly performed within that state. Each party irrevocably (i) consents to the exclusive jurisdiction of the courts located in New York County or the Southern District of New York and (ii) waive any claim that the jurisdiction or venue in those courts is not proper based on forum non convenience or any other reason.

10. **General Provisions**

This Agreement contains the entire agreement between the parties and supersedes any previous agreement (oral or written) between the parties regarding its subject matter. No modification of this Agreement shall be binding unless it is in writing and signed by both parties. Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without the other party’s prior written consent. Any assignment in violation of this provision is null and void. A waiver of any term or condition or breach of this Agreement must be in writing and no waiver of any term or condition or any breach should be deemed a waiver of any other term or condition or later breach. No delay by a party in enforcing any right or pursuing any remedy provided in this Agreement should be construed as a waiver of such right or remedy. Any notice under this Agreement must be in writing and be sent to a party’s address above (or to another address designated by a party in a notice) by overnight courier or other method for which the sender has written proof of delivery; notice will be considered given upon delivery as evidenced by
delivery receipt or similar documentation. This Agreement may be executed in counterparts, and delivered by facsimile or PDF, each of which shall be deemed an original and both of which taken together shall constitute one and the same Agreement.

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

C40 CITIES CLIMATE LEADERSHIP GROUP, INC.

By: __________________________
   (Signature)

Name: ________________________
Title: _________________________
Date: _________________________

[ Party ]

By: __________________________
   (Signature)

Name: ________________________
Title: _________________________
Date: _________________________