Request for Proposal

“Training building control officers on the Green Building Policy and South African National Standard on Energy Use in Buildings in the City of Johannesburg”

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

August 2022
1. Background

1.1. About C40

The C40 Cities Climate Leadership Group connects nearly 100 of the world’s greatest cities, representing 650+ million people and one quarter of the global economy. Created and led by cities, C40 is focused on tackling climate change and driving urban action that reduces greenhouse gas emissions and climate risks, while increasing the health, wellbeing and economic opportunities of urban citizens.

The current chair of the C40 is Mayor of London Sadiq Khan; three-term Mayor of New York City Michael R. Bloomberg serves as President of the Board. C40 is governed by a Steering Committee made up of C40 member city mayors, elected by their peers to represent the geographic diversity of the network. C40’s work is made possible by three strategic funders: Bloomberg Philanthropies, Children’s Investment Fund Foundation (CIFF), and Realdania.

C40 positions cities as a leading force for climate action around the world. Working across multiple sectors and initiative areas, C40 convenes networks of cities providing a suite of services in support of their efforts, including direct technical assistance; facilitating peer-to-peer exchange; and research, knowledge management and communications.

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

1.2. C40 Inclusive Climate Action Programme

The 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 maximize 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.
2. Introduction

2.1. About the Rapid Response Jobs and Jobs distribution Project

This project aims to give cities and mayors specific information on the jobs that would be created by climate action, who these jobs would benefit and the pace of creation, for mayors to make the case to national governments and other stakeholders for support and build local political support towards inclusive climate action and a just transition.

The initial phase of the project in 2021 hence looked into localizing the results of Global Mayors COVID-19 Recovery Task Force’s research on job creation benefits from climate action (‘The Case for a Green and Just Recovery’), and supported cities to better understand how jobs created distribute across the population. As a result, C40 Cities produced the research “Creating local green jobs in Italy, the United States and South Africa”, at the national level, along with further analysis at the local level and specific workforce equity assessments for six pilot cities in South Africa, Italy and the United States.

The second phase of this project looks into supporting cities to develop green jobs programmes to create accessible green jobs through climate action implementation, in the cities of Milan (Italy) and Johannesburg (South Africa). In the city of Johannesburg, C40 Cities will support the city in the area of buildings and energy efficiency to generate green development and jobs in the buildings sector through upskilling city staff on the Green Buildings Policy. The project will develop training materials and deliver the training through workshops. This will enable better compliance with the policy, driving a sector change, and empower city officials with knowledge relevant for a decarbonised economy and green jobs.

2.2. Local context in Johannesburg

C40 conducted research in 2021 on the job creation potential that could be spurred by implementing climate action in Johannesburg. The research results showed that Johannesburg could create and support over 340,000 jobs from mitigation actions by 2030 through investments in the city’s climate action projects in the areas of building efficiency, sustainable transport, clean energy and waste. Over 140,000 of these jobs come solely from creating new energy efficient homes and other buildings. Research also showed that there was an overwhelming
support of citizens in South Africa for increased investment in climate action and green jobs in cities.

In 2020, Johannesburg City Council approved the Green Building Policy. In order to implement the policy, the City has identified the need for training and upskilling of building control officers and key departmental staff. The training aims to improve compliance with the Green Building Policy and SANS 10400XA (South African National Standard on Energy Usage in Buildings), improve energy efficiency, reduce costs, reduce emissions and improve health.

Research shows that based on current trends, new jobs created through the transition could be more gender-equitable than those being transitioned away from. However, these new jobs created in the transition towards a low-carbon building and energy sector employ both less youth and previously disadvantaged individuals (PDI), than the jobs being transitioned away from. Therefore in order to support a just transition, it is critical that workforce equity parameters are considered when moving to a decarbonised economy, while also realising the city’s aim to achieve net zero carbon buildings by 2050.

3. Project purpose and description

Overall project purpose:
- Improve the knowledge and skills of city staff to enable improved compliance with the City’s Green Buildings Policy, the Getting to Zero Guide to Developing Net Zero Carbon Buildings in South Africa and SANS 10400XA and on the benefits that enforcing these policies will have on the population (reduced energy demand and energy bills, green jobs, health impacts, increased resiliency, etc). This will be delivered through the development of training materials and a series of training workshops
- Improve the knowledge of city staff about green jobs programmes and its importance in a just transition
- Empower at least 55 city staff to become champions of energy efficiency in the city and mainstream the policies by delivering training to other staff in the future

The scope of this Request for Proposal will consist on the following steps:

3.1. Develop a set of training materials based on Johannesburg’s Green Building Policy, the Getting to Zero Guide to Developing Net Zero Carbon Buildings in South Africa and SANS 10400XA for city employees responsible for enforcement.
These materials should be designed to equip the city's employees with skills and knowledge on carbon neutrality and energy efficiency and on the environmental, social and health co-benefits that implementing this type of actions have. Training materials should be developed in such a way that they can be mainstreamed across the city to form part of the induction of its employees in relevant departments. The trained officials should be able to use the training materials to train other city departments, and assist them in mainstreaming the policy and ensuring longevity of the project, therefore the materials should be designed to fit this purpose.

Bidders should note that some training materials have been developed previously through C40's South Africa Buildings Programme and that these materials should serve as a base and be incorporated into the training where appropriate. C40 Cities will provide these materials upon inception.

These training materials should be based on the latest edition of SANS 101400XA, the City's Green Building Policy and the Getting to Zero Guide to Developing Net Zero Carbon Buildings in South Africa. These will be designed with the guidance of C40 Cities Inclusive Climate Action team and the City of Johannesburg.

The format of the training materials will be proposed by the service provider, though engaging, visual and multimedia formats are encouraged. The service provider should also consider the durability and longevity of the training materials developed, as they may be used in future if the project is to be scaled. The training materials will be reviewed by a third party expert reviewer identified by C40 and the City of Johannesburg, to ensure the materials are fully aligned with regulations.

**3.2.** Conduct a series of participatory workshops to deliver the training to employees in key city departments.

A first pilot workshop will be held with the project champions so that they can provide feedback before the final training sessions are held, to ensure that workshop content and format are fit for purpose. The training will be delivered through a 4-day workshop to a group of at least 55 city officials.

The workshop should include a practical component to be delivered onsite and an assessment to test the knowledge of participants. On the 5th and final day, the service provider is to deliver a half a day long awards ceremony. This should include handing out printed awards to all those who successfully passed the assessment.
Participant feedback summarising participant experiences, learnings and feedback on the process should be gathered in a succinct and readable report. This information will be used internally by C40 and the City of Johannesburg, should opportunities to scale this project to other cities emerge in the C40 network.

The City of Johannesburg and C40 Cities will provide a list of specific beneficiaries within the city. The City of Johannesburg and C40 will also offer inputs and oversight on design and delivery of the workshops.

The venue for the workshops will be provided by the city, but the selected service provider will also be responsible for providing catering and any other stationary or materials required for the workshops. These should be factored into the budget. Participants will be responsible for their own travel costs. The service provider will be responsible for arranging logistics needed to support the site visit and should include a recommendation for a suitable site visit in their proposal.

3.3. Following the workshops, develop a roll out plan for how trained staff from the City's BCO's office can train staff from other departments in order to support mainstreaming of the policy (in order to ensure that the training is institutionalised into city processes to guarantee medium-longer term impacts).

4. Final deliverables

1. Training materials based on Johannesburg's Green Buildings Policy, the Getting to Zero Guide to Developing Net Zero Carbon Buildings in South Africa and SANS 10400 XA to be delivered to the identified internal and external stakeholders, for use and dissemination by the City

2. 1 pilot workshop, one 4-day workshop (including practical component and assessment) and one awards ceremony.

3. Roll out plan, captured in simple, clear format, detailing a process for how trained officials in the city can go about training staff in other departments on the policy and its implementation. This roll out plan should give guidance on mainstreaming across the city.

All deliverables should be shared with and used by the City of Johannesburg and C40 Cities.

5. Budget
Total: 50,000 USD

Costs should be stated as one-time or recurring costs. The maximum budget available for all project deliverables is **50,000 USD**. Note that all costs should be included (taxes, etc.), as the budget above represents the total amount available. **Proposals should include a budget breakdown of the tasks and deliverables.** The contracted service provider should include the costs of catering for the workshops and stationary into the proposed budget. C40 does not pay contractors more frequently than once per month. All budgets are to be prepared in USD.

6. Project Specification

6.1. Programme Management

The ICA Senior Manager for Policy, Data & Analysis from C40 will both oversee the project and be an active partner, along with the ICA Senior Manager for South Africa and ICA project officer. The successful bidder will be expected to foster close and constructive working relations with the project manager. All interim deliverables and change requests will need to be approved by the project manager. As part of the project management, an inception meeting and inception report will be required, along with weekly project meetings (as agreed upon) and a close out report.

6.2. Language

Deliverables should be provided in English.

6.3. Documentation

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

7.1. Submission details

Submissions should include:

- A summary of your understanding of the project and scope of work
- Description of your proposed approach to the project, including a proposed methodology for designing the training materials and delivering the workshops;
- A full, detailed, cost breakdown for each of the deliverables, inclusive of taxes and hours allocated to tasks per project team member and daily rates of project team;
- Brief description of expertise and experience on relevant topics – specifically environmental policy, energy efficiency, local government and just transition;
- Brief description of experience and capacity in developing training materials and facilitating workshops – we are looking for a provider who is already familiar with the local context; has the capacity to develop training materials and design participatory workshops; and has a team member with strong facilitation skills suited to working with diverse audiences, to grasp new concepts and impart skills.
- Details of the organisation and proposed project team, including job titles – please include relevant experience and expertise and limit CVs to maximum one page per person;
- A project budget breakdown of activities and costs
- Examples of previous relevant work, explaining the output and impact created, as concrete as possible. References from previous clients are welcome, with phone and email contact, as well as any links to websites where previous work can be seen.
- Confirmation of adherence to C40’s terms and conditions (Annex 1);
- Any additional deliverables and/ or information relevant to this tender

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

This work may be undertaken by an individual or a team. The team may consist of individuals from different organisations. All project team members must be included in the proposal. The number of hours and hourly rate of each team member must be clearly outlined. Appointed service providers shall not delegate,
subcontractor assign all or any portion of the services to any third party.

8. Time schedule

A tender in response to this request for proposal should be submitted no later than end of day **26th August 2022** to Siwe Ntombela (sntombela@c40.org), ICA Project Officer and Nadia Shah, Senior Manager (nshah@c40.org). Any proposals received after this date and time will not be accepted and will be returned to the sender.

The tender evaluation will take place between 29-31 August. 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 31 August 2022. Notifications to bidders who were not selected will be completed by 2 September 2022.

All final deliverables should be completed and presented by end of January 2023, but some deliverables have earlier deadlines – see draft project timeline below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>26 August</td>
<td>Submission deadline for proposals</td>
</tr>
<tr>
<td>31 August</td>
<td>Selection of successful bidders</td>
</tr>
<tr>
<td>6 September</td>
<td>Inception meeting</td>
</tr>
<tr>
<td>13 September</td>
<td>Agreed scope and methodology of workshops</td>
</tr>
<tr>
<td>30 September</td>
<td>Participants identified and informed</td>
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<tr>
<td>2 November</td>
<td>1st draft of training materials developed</td>
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<tr>
<td>2-16 November</td>
<td>Commenting period</td>
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<tr>
<td>30 November</td>
<td>2nd and final draft of training materials agreed and finalised</td>
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<tr>
<td>9 December</td>
<td>Pilot/trial workshop held</td>
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<tr>
<td>16 – 20 January</td>
<td>All training workshops held</td>
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<tr>
<td>30 January</td>
<td>Close out and roll out plan submitted</td>
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</tbody>
</table>

Project management
Several project meetings are proposed between the service provider, C40 and lead from the city of Johannesburg: An inception meeting, one review meeting following the submission of the training materials (for the first and second drafts), to incorporate inputs, and a meeting to prepare the stakeholder engagement workshop. The service provider should allocate time to attend these meetings.

Regular (i.e. weekly) meetings may be agreed upon inception.

9. Evaluation

Submissions will be evaluated against the following criteria:
### Criteria and Weighting

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project delivery approach proposed, including project management approach - ability to deliver outputs to time and quality</td>
<td>30%</td>
</tr>
<tr>
<td>Expertise and experience of the bidder across relevant topics and focal geography. Including existing work and methods that we can draw on for this work</td>
<td>50%</td>
</tr>
<tr>
<td>Value for money</td>
<td>20%</td>
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</table>

### 10. Terms and Conditions

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

### 11. Contact

All questions related to this RFP by potential bidders should be directed by email to Nadia Shah (nshah@c40.org), Julia Moreno Rosino (jmoreno@c40.org) and Siwe Ntombela (sntombela@c40.org).
ANNEX 1

SERVICE PROVIDER AGREEMENT

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

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

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

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.

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.

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].

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.

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 checks as may be required by C40].

Confidentiality.

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.

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.

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.

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.

Work Product.

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.

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.

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.

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.

Representations, Warranties and Covenants.

Service Provider represents, warrants and covenants that:

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

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

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

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

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

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

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

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

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

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

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.

Indemnity; Insurance.
**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.

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 oblige 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.

**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.]

**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.

**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.

**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.

**Miscellaneous.**

**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.

**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”.

**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]

**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.

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

**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.

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

**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.

**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.”

**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.

**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.

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.

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: 
