

REQUEST FOR PROPOSALS

Development of CFF workbook on finance and equity & inclusion and accompanying dissemination strategy

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Implementing agencies

Funding partners



1. Introduction

C40 Cities Finance Facility

The [C40 Cities Finance Facility](#) (CFF) facilitates access to finance for inclusive and equitable climate infrastructure projects in urban areas in developing and emerging economies. Launched at COP21 in Paris in December 2015, it is currently funded by the German Federal Ministry for Economic Cooperation and Development (BMZ), the French Development Agency (AFD), the UK's Foreign, Commonwealth and Development Office (FCDO) and USAID. The CFF is jointly implemented by C40 and the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. The CFF was selected as a winner of the 2020 United Nations Global Action Award in the category "Financing for Climate Friendly Investment".

The CFF facilitates access to finance for inclusive and equitable climate infrastructure projects in urban areas in developing and emerging economies. Cities' green and just priorities are developed into bankable investment proposals through the following:

- **Finance readiness:** Cities are enabled to prepare finance-ready climate action project proposals that contribute to a green and just recovery from the COVID-19 pandemic. This is measured through the completion of project proposals that reflect international standards and through proposals which address equity and inclusion recommendations.
- **Linking to finance:** Cities are enabled to link their projects with finance. This is measured through the presentation of completed project proposals to representatives of financing institutions and through the negotiation of contractual documents for project implementation with finance or operating partners.
- **Replication and upscaling:** Cities' individual and organisational capacity needed to scale-up or replicate climate action projects has been improved. This is measured through the independent application of CFF products or standardised practices by cities in the preparation process of additional or upscaled climate action projects and through the documentation of learnings from knowledge dissemination events and workshops.

Now in its third phase, the CFF has supported 35+ projects in 25 cities across Asia, Africa and Latin America, in sectors including mobility, adaptation (water), energy and waste. The CFF's fourth phase is expected to start in November 2024. Although the initiative is implemented jointly with Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, **this RFP will be contracted and primarily managed by C40.**

C40 Cities Climate Leadership Group

C40 is a network of nearly 100 mayors of the world's leading cities 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. We work alongside a broad coalition of representatives from labour, business, the youth climate movement and civil society to support mayors to halve emissions by 2030 and help phase out fossil use while increasing urban climate resilience and equity.

The current co-chairs of C40 are Mayor Sadiq Khan of London, United Kingdom, and Mayor Yvonne Aki-Sawyer of Freetown, Sierra Leone; three-term Mayor of New York City Michael R. Bloomberg serves as President of the Board. C40's work is made possible by our three strategic funders: Bloomberg Philanthropies, Children's Investment Fund Foundation and Realdania.

To learn more about the work of C40 and our cities, please visit [our website](#) or follow us on [X](#), [Instagram](#), [Facebook](#) and [LinkedIn](#).

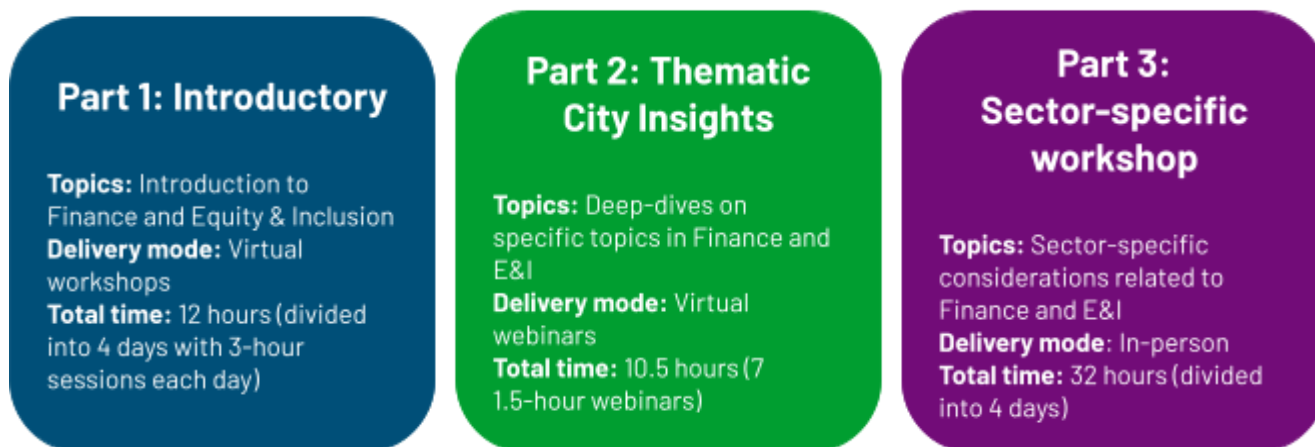
2. Background and objective of the assignment

2.1. Background information: City Academy on Finance and Equity (CAFE)

Cities often have limited capacity to assess different sources of financing for climate projects and to develop complex financing models for said projects. Technical assistance to help cities build this capacity is essential and the CFF provides this alongside project structuring, preparation and execution support. Cities also need support to conceptualise and plan climate infrastructure projects that are equitable and inclusive, in order to respond to the increasing impact that climate change has on exacerbating inequality.

To address this need, the CFF team has developed a comprehensive curriculum of resources focused on (1) infrastructure finance and (2) equity and inclusion, including numerous relevant regional and sectoral examples. The development of this curriculum has been the subject of previous consultancy assignments.

This curriculum has been delivered as part of an overall learning programme called the **City Academy on Finance and Equity (CAFE)**, which aims to equip city officials with useful concepts, approaches and tools to plan sustainable and equitable infrastructure projects. The CAFE was offered to CFF partner cities during 2023 and Q1 2024, in three separate parts (see image below).



The learning objectives of the CAFE are:

- To understand and assess different financing instruments
- To embed equity and inclusion considerations across planning, development and implementation
- To explore the intersection of finance and equity and inclusion in the development of business models

The target audience for the CAFE are mid- to senior city officials from relevant technical departments (e.g., Energy, Environment, Water, Waste), or from other city departments (e.g., Finance, Public Works, Mayor's Office, etc.), from Global South cities.

Please see Annex 1 for a full inventory of resources. These currently include materials in the following formats:

- Slide decks, with detailed speaker notes;
- Mural exercise boards;
- PDF exercise boards;
- Recordings of all virtual sessions.

2.2. Objective and expected outcomes

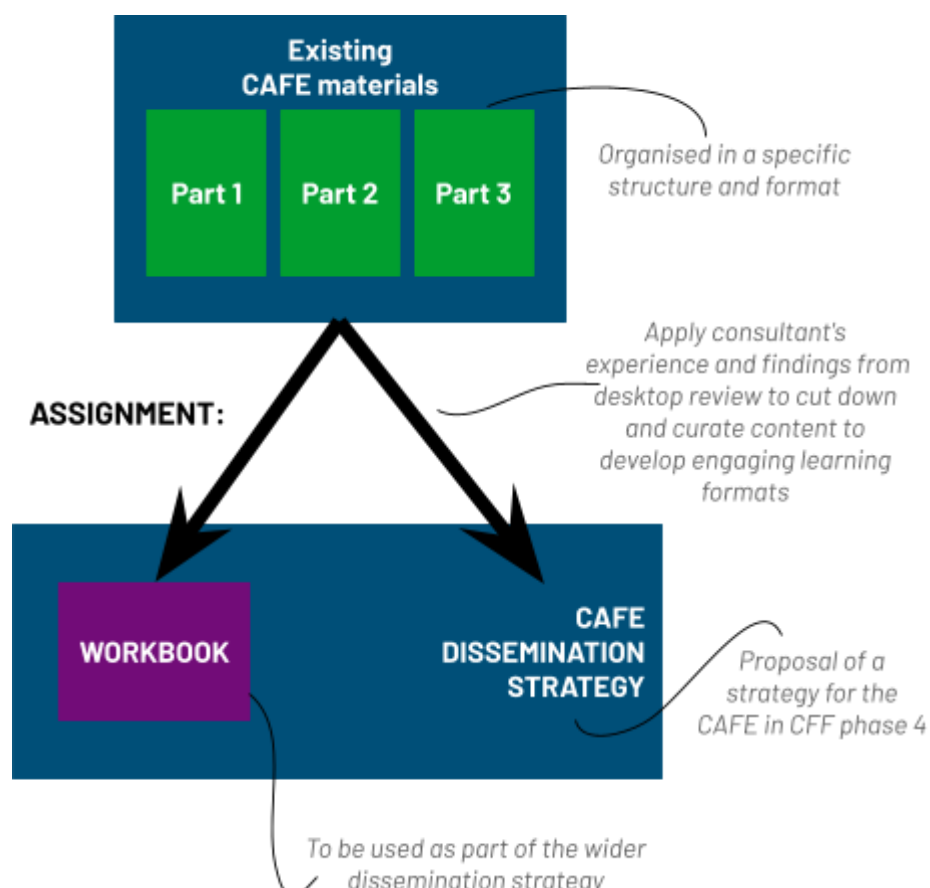
The CFF is looking for a **consultant** to support in the dissemination of the CAFE materials to a wider audience. The main expected outcome of this assignment is to create an instructive and engaging learning product and a strategy for wider dissemination and replication of the CAFE materials, to enable more cities to build equitable and bankable climate infrastructure projects.

The assignment mainly revolves around the consolidation of these materials into a format which can be shared virtually and broadly. Currently, the CAFE is resource- and

time-intensive to deliver, with delivery dependent upon the CFF team and thus only accessible to a limited audience. There is growing demand from partner cities and external organisations for these materials to be shared and used. However, the CAFE resources are currently not easy to access or engaging for anyone to review individually, due to the different formats and the lack of an overall design and structure that caters to self-learning. To be used by new partner cities and external organisations, the CFF team aims to repackage and restructure the CAFE materials into a series of outputs.

With this assignment, the CFF aims to use **innovative instructional design strategies** to re-organise these materials in two ways:

1. As part of this assignment, the CFF envisions the output to be a PDF-based (or similar) learning product, such as a **workbook**. This would be a standalone document which will include a shortened and curated version of the CAFE materials (Parts 1, 2, and 3), including the CAFE exercises, case studies, and quizzes. Any city official should be able to complete the workbook on their own or with their colleagues.
2. Alongside the development of the workbook, the consultant is expected to develop an outline of a broader dissemination strategy for the CAFE. The CFF is exploring options on how to disseminate the CAFE materials further, once the new CFF phase starts in November 2024; this outline would help the CFF define what to do next.



2.3. Important considerations

- See Annex 2 for sample user stories developed by the CFF Knowledge Team to give an indication of potential uses of the workbook and potential follow-ups. These are expected to be refined and discussed with the consultant.
- As per the activities detailed below (see Section 3), the assignment only covers repackaging and restructuring existing materials, and does not involve any additional research or the development of new materials. However, it is expected that the consultants refine and curate the CAFE materials, i.e. re-write, re-structure, and adjust, providing copy-editing where required. As the existing CAFE material was developed for a different purpose and in a different format to this assignment, the material needs to be shortened and curated.
- Although the development of a broader dissemination strategy will most likely create further consultancy work, the CFF cannot guarantee additional work for the winning bidder, as the renewal of funding for the CFF post-October 2024 has not yet been confirmed.

3. Activities and deliverables

Activity 1: Inception

This task involves conducting an initial project assessment, confirming project goals and scope, identifying key stakeholders to be engaged throughout the project, and developing a detailed work plan. It also includes establishing a project management framework, such as communication and reporting structures, and rounds of review/feedback.

The inception report will serve as a roadmap for the project, ensuring that all stakeholders are aligned and informed about the project scope, timeline, and deliverables. The inception process should be used as an opportunity for a broad discussion with CFF staff on the assignment.

Deliverable 1: A work plan with clear deliverables and dates

Activity 2: Desktop review of CAFE materials and applicable learning formats

The objective of this activity is to explore different learning formats and identify best practices (and any innovative approaches) for the dissemination of the CAFE materials.

The activity involves conducting:

1. A review of existing CAFE material to assess their dissemination potential. This activity also involves shortening and curating the content of the CAFE, i.e. defining which of the existing CAFE materials are relevant and should be

included in the workbook. The CFF team will support in this process, helping to identify which material/content is crucial.

2. A review of innovative and engaging online learning formats, for example workbooks, applicable for the assignment. See Annex 3 for an initial list of workbook examples, with an initial assessment of their strengths and weaknesses. The list of examples should not be seen as exhaustive and the assessment should be built upon by the consultant.
3. A review of best practices for the wider dissemination of the CAFE materials in CFF phase 4.0.

Deliverable 2.1: Draft proposal of content to be included, with a guiding narrative and indicating which CAFE content to include and which not to include

Deliverable 2.2: Report of review of online learning formats, with strengths, weaknesses, and recommendations.

Deliverable 2.3: Report of review of best practices for dissemination strategy.

Activity 3: Workbook structure

Building on the key findings from Activity 2, the consultant will develop a structure for the workbook, which should include structure, contents, format and design (following CFF style guidelines). The workbook should be based around a compelling narrative, with a coherent and engaging structure running through the entire document.

This activity should also outline options as to what technology should be used for the workbook. The CFF would like the workbook to be interactive – text should be broken up with exercises, case studies, and quizzes regularly, and users should be able to fill in varied exercises within the workbook. The workbook should be able to be integrated on platforms including the [CFF website](#) and the [C40 Knowledge Hub](#).

Deliverable 3: Proposal of the structure, contents, format and design of the workbook.

Activity 4: Development of a first pilot of the workbook

This activity entails the development of a draft module or part of the workbook for initial review and feedback. This task involves developing a pilot chapter of the workbook, based upon Deliverable 3. It also involves working on the existing CAFE content to synthesise, re-write, and adjust it to the workbook format. The pilot module will be used to gather feedback from CFF and, potentially, partner city staff, and test the effectiveness of the workbook design. This activity should be divided into two steps: (i) content review and approval, and (ii) design review and approval.

Deliverable 4.1: Pilot workbook chapter, content-only.

Deliverable 4.2: Pilot workbook chapter, including design.

Activity 5: Delivery of the workbook (content and design)

This activity involves developing the full content of the CAFE workbook based on the approved structure, shape, and format. It includes incorporating feedback from CFF staff to ensure that it is engaging, user-friendly, and aligned with project goals. Two rounds of review are expected on the initial format of the document.

The design of the final document involves developing the final CAFE workbook based on the approved content. The design, layout, and visual elements of the workbook should be finalised. Two rounds of review are expected for the finalised document.

Given the scope of this activity, the CFF expects the consultant to structure the development of the resource and required reviews in a staggered manner.

Deliverable 5.1: Full CAFE workbook (content)

Deliverable 5.2: Full CAFE workbook (designed)

Activity 6: Development of a wider dissemination strategy outline for the CAFE

The objective of this task is to co-create alongside the CFF team a strategy outline for the continued dissemination of CAFE materials in CFF's phase 4. During the process, this task would include exploring possible strategies, methodologies and formats to disseminate the CAFE materials widely, integrating the workbook into the process - some of the options include a train-the-trainers methodology or an online course. The deliverable should include a detailed strategy outlining the learning methodology and pedagogical approach. It should also include an indication of how to effectively communicate the workbook and the wider CAFE to allow the CFF to reach its audience. This activity should ideally run in parallel to the development of the workbook, starting after the desktop review, as the workbook should be used as an activity of the wider strategy.

Deliverable 7: Strategy document on the framework CAFE dissemination process, co-developed with the CFF team.

Draft timeline

#	Activity	Deliverable	Indicative dates
1	Inception	A work plan with clear deliverables and dates.	7 June
2	Desktop review	Summary report of desktop review and key findings	21 June
3	Workbook structure	Proposal of the structure, contents, format and design of the workbook	5 July
4	First pilot	Pilot workbook chapter (content) Pilot workbook chapter, including preliminary design	26 July
5	Delivery of the workbook (content and design)	Full CAFE workbook (content)	13 September
6	Development of a wider dissemination strategy for the CAFE	Strategy document on the framework CAFE Dissemination process, co-developed with the CFF team.	27 September

4. Minimum requirements

We are open to receiving proposals from individual organisations and consortia. The composition of the team and team members should be proposed by the consultant.

The following qualifications must be met:

1. Demonstrable experience in:
 - a. Producing engaging and high-quality training workbooks, written in standardised, accessible, consistent language and attractively laid out with visual elements.
 - b. Developing pedagogy / instructional design strategies, especially online learning formats.
 - c. Designing interactive training curricula, modules and resources, using a variety of tools and frameworks.
 - d. Working with city officials or public sector officials, especially in low- and middle-income country contexts.
2. Significant knowledge of climate action in cities, with an understanding of sustainable infrastructure finance and equity and inclusion considerations
3. Excellent copy-editing skills.
4. Excellent graphical skills (in-house) or as part of the consortium.
5. Excellent English, written and spoken. Knowledge of other relevant languages (Spanish, French, Portuguese) is desirable.

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.

5. Format for responses

Responses must include:

1. Explanation of how you will deliver the project, including your proposed approach and methodology, to be included in the proposal.
2. Examples of any relevant experience, to be included in the proposal.
3. Examples of similar work done previously, in PDF or as a link. A maximum of 3 examples may be provided.
4. Explanation of the team structure.
5. Cost offer for the delivery of this service (in Euro): this must include a breakdown by person, their role, their daily rate (in Euro), and the total cost (in Euro), inclusive of any taxes.
6. Confirmation that the service provider will comply with C40's 'Contractual flowdown requirements' found in Annex 5. Please note that it is a requirement of the CFF's funding that these be agreed to and followed; there is no scope for changes or amendments.

The documents should be in PDF format and must be in English. The proposal – which should explain how you will deliver the project – should be a maximum of 10-15 pages, excluding appendices and CVs.

The responses will be evaluated according to technical and financial suitability for the assignment. Evaluation criteria include:

- **Relevant experience and expertise (40%)**
 - Technical expertise and previous experience of the team against the minimum requirements outlined in Section 4.
- **Understanding of the assignment (30%)**
 - Robustness of the methodology and quality of the project proposal.
- **Team structure (15%)**
 - A clear composition of team and respective tasks, based on a strong project management structure.
- **Value-for-money (15%)**
 - Proposals meet the project's requirements at minimised and reasonable cost.

The details of the main points of contact are below. They will be available to answer any questions regarding the C40 Cities Finance Facility (CFF) or this assignment.

Please note that the CFF is committed to transparency; any questions asked before the deadline will be answered and those answers will be shared with everyone anonymously. You can find the questions and answers we have provided in this [Q&A document](#).

Please submit your proposal by 5pm (GMT - London) on **10 May 2024**, using the subject heading "**CFF RFP – Dissemination of CAFE materials – SUBMISSION**" to:

- Aris Moro (amoro@c40.org) and Yasar Cohen-Shah (ycohenshah@c40.org). Please also cc contracts@c40.org.

6. Budget

Responses to this RFP must include a detailed breakdown of proposed costs, including estimated working / person-days dedicated to each deliverable. The costs **should include VAT or any other applicable taxes**. All proposals and invoices should be in Euros (€).

The total budget for this assignment should not exceed €50,000, inclusive of VAT and all applicable local taxes.

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.

This assignment is not expected to require any travel or additional expenses, due to its nature as a desk-based exercise. If the service provider sees value in any in-person events or foresees needing to incur any additional expenses, then these should be included as part of the bid.

7. Timeline of procurement

RFP Timeline	Due Date
Request for Proposals sent out	19 April 2024
Deadline of questions submitted to C40	3 May 2024
C40 responds to questions	8 May 2024
Deadline for receiving offers	10 May 2024
Evaluation of proposals	13-31 May 2024
Clarification of offers + presentation (optional)	27-31 May 2024
Selection decision made	5 June 2024
All potential suppliers notified of outcome	5 June 2024

8. Contracting

The CFF intends to use the contract attached as Annex 4 and entitled *Service Provider Agreement* with the winning bidder(s). The CFF and the winning bidder will come to agreement on scope of work and all relevant details of the Statement of Work prior to the Statement of Work's execution.

All contracting and invoicing will be handled through:

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

All invoices should include the CFF project code 16766. The payment schedule will also be confirmed at kick-off and C40 will pay the service provider within 30 days of receipt of an invoice.

9. Disclaimer

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

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

C40 intends to enter into the form of contract attached as Annex 4 and entitled *Service Provider Agreement* with the winning bidder(s). The winning bidder(s), however, may propose amendment to the contract or the use of their own Terms of Service (or similar), subject to C40's internal contract approval process.

C40 may award contracts on the basis of proposals submitted in accordance with the instructions set out in this RFP. If C40 are unable to execute a contract with the service provider awarded the contract, we reserve the right to award the contract to the second highest bidder.

10. Term of Assignment

The assignment is planned to run from 05 June 2024 to the end of September 2024.

The Term may be extended upon the written approval of both Parties. Email will be considered written approval for the purposes of a Term extension.

Annex 1 - List of contents of materials used in the City Academy on Finance and Equity (CAFE) and examples

Learning objectives

Finance: At the end of the course, city officials shall: be familiar with financial terminology and concepts; understand the different types of municipal, public, international and private finance options available for infrastructure projects, and contextualise them within your relevant sector; be able to create a simple business case and situate it within the project development cycle; and follow current trends in how urban infrastructure is financed.

Equity and inclusion: At the end of the course, city officials shall: be familiar with the relevant terminology and principles (e.g., equity, inclusivity, equality); understand how to ensure that these principles are embedded in policies, processes and impacts, and apply them in the context of infrastructure finance and your relevant sector; assess and mainstream other thematic equity and inclusion issues in your work.

Links to sample material

1. [The urban \(climate\) finance challenge: Get infrastructure right](#)
2. Recording of CAFE Part 1, Day 1 [here](#).
3. [Introduction to Equity and Inclusion](#)
4. [Finance Pt 1 Exercise 1](#)
5. [CAFE Part 3 project board exercise](#)

Full list of contents

Part	Sector	PPTs	Exercises
1	Finance	<ol style="list-style-type: none">1. The urban (climate) finance challenge: Get infrastructure right2. Municipal finance: Main concepts and instruments: Speak the language3. Enabling factors and decision-making: Understand the rules4. Municipal revenue options: What the city can do5. Public sector and concessional finance options: What public and climate funds can do6. Private finance options: What the private sector can do7. Financing in the project preparation process; Play the game	<p>Mural boards:</p> <ul style="list-style-type: none">- Finance enabling factors group discussion- Case studies- Financing in the project preparation process <p>Quizzes (Menti)</p>

	E&I	<ol style="list-style-type: none"> Module 1. Introduction to Equity and Inclusion Module 2. Community Engagement for Sustainable Infrastructure Module 3. Designing equitable and inclusive infrastructure projects 	<p>Mural boards</p> <ul style="list-style-type: none"> Group discussion on challenges and opportunities around E&I Community engagement group activity Integrating E&I into project description <p>Quizzes (Menti)</p>
2	Finance	<ol style="list-style-type: none"> Labelled bonds, including green bonds Green climate funds Green economy 	Quizzes (Menti)
	E&I	<ol style="list-style-type: none"> Good Green Jobs Equitable benefits Informality Gender equity 	Quizzes (Menti)
3	Energy & Buildings	<ol style="list-style-type: none"> Introduction to Energy & Buildings in the City Academy on Finance and Equity Technical background: Energy savings and generation Finance mechanisms: <ol style="list-style-type: none"> Municipal sources International finance/public sector instruments Private sector instruments Equity and Inclusion considerations in Energy and Building projects 	<p>City Project Board exercise:</p> <ol style="list-style-type: none"> Project Canvas Inclusive Climate Action Wheel How is your project structured? (business model) E&I visioning exercise (recommendations) What's next? What else are you working on? (Visioning exercise)
	Waste	<ol style="list-style-type: none"> Technical background on the SMW sector Finance mechanisms: <ol style="list-style-type: none"> Introduction Municipal sources International finance/public sector instruments Private sector instruments Equity and Inclusion considerations in SWM 	<p>City Project Board exercise:</p> <ol style="list-style-type: none"> Project Canvas Inclusive Climate Action Wheel How is your project structured? (business model) E&I visioning exercise (recommendations) What's next? What else are you working on? (Visioning exercise)
	Nature-based Solutions	<ol style="list-style-type: none"> Technical overview of E&I in NbS projects Finance mechanisms: <ol style="list-style-type: none"> Introduce key finance concepts and business models Municipal sources Public sector instruments Private sector instruments 	<p>City Project Board exercise:</p> <ol style="list-style-type: none"> Project Canvas Who does your project impact? (Baseline measurement) How is your project structured? (business model) E&I visioning exercise (recommendations) What's next? What else are you working on? (Visioning exercise)

Annex 2 - Draft user stories

These sample user stories have been developed by the CFF Knowledge Team to give an indication of potential uses of the workbook and potential follow-ups. These are expected to be refined and discussed with the consultant as part of Activity 2.

City official (Nairo) from Bogotá, a CFF partner city	Nairo is a mid-level official in the city's environment department. He has heard about the CAFE materials from a close colleague who attended an in-person CAFE in 2023. He wants to ensure that the CFF-supported project, which he's working on, is sustainable and inclusive. He has received all of the CAFE slides and recordings, but found it hard to go through them since they were not designed for self-paced learning. They complete the workbook, and are able to put the concepts into use in their daily work in collaboration with the close colleague.
City official (Beatrice) from Makati, a non-C40 city	Beatrice is a senior official in the city's international relations office. She is responsible for engaging with international city networks and organisations, including applying to project preparation facilities. Beatrice wants to attract funding and technical assistance for her city; however, previous applications were unsuccessful. Beatrice uses the workbook to understand how to integrate finance and E&I in the scoping of projects, which she uses to collaborate with colleagues to develop a new, now successful application for project preparation support.
Knowledge manager (Alex) at other global / regional project preparation facility	Alex leads the initiative's capacity development activities, which support and complement the facility's delivery of technical support. His clients are asking for training on finance and/or E&I, but he is keen not to create new material, given budget and capacity constraints. He therefore shares the workbook with his clients, which they go through together. Based on this experience, Alex and the clients decide to approach the CFF for further training and collaborations.
Project manager (Joanne) at donor-funded national urban programme in South Africa	Joanne manages a national programme supporting South African cities scope projects in the waste sector, with the aim of attracting investment into the sector. Her partner cities struggle in connecting their projects to financing institutions and Joanne has found that existing resources that support this matchmaking are not context-specific. After reviewing the workbook, she is determined to tailor it to her partner cities and thus approaches the CFF to support this effort.

Annex 3 - Examples of workbooks

Example	Strengths	Weaknesses
Local Government Association, 'A councillor's workbook on acting on climate change', (2017)	<ul style="list-style-type: none"> - Distribution of 'content' and exercises: only one page of text before an exercise. - Case study 'bubbles'. - Simple, clear language. - Simple, useful colour coding. - Exercises are not just tests on how well the reader has absorbed information, but instead offer opportunities to reflect on how this content is applicable in their work. 	<ul style="list-style-type: none"> - Short and not particularly in-depth.
Possibility Seeds & Courage to Act, 'Essential Elements for Non-Punitive Accountability', (2021)	<ul style="list-style-type: none"> - Dynamic design, with different ways of conveying the content (infographics etc). - Leads the reader through the concepts in a connected way. - Sections to 'Pause and Reflect' and clarify terms are useful. 	<ul style="list-style-type: none"> - Text is quite dense. - No substantial exercises.
C40, 'Inclusive Community Engagement Playbook', (2019)	<ul style="list-style-type: none"> - Some useful graphics. - Clear structure which guides users through the process. - Some points where users can reflect and some substantial exercises. - Practical - useful tools are supplied. 	<ul style="list-style-type: none"> - Too much dense text at a time. - Not as in-depth training as the CAFE workbook would be.
'Youth Engagement Playbook for Cities', C40 (2021)	<ul style="list-style-type: none"> - Good case studies. - Practical - centred on how the user can apply this knowledge, and what the key takeaways are. 	<ul style="list-style-type: none"> - No exercises. - Not as in-depth a training as the CAFE workbook would be.

Katharina Lütkehermöller/NewClimate Institute, 'The Little Book of City Climate Finance', (2023)	<ul style="list-style-type: none"> - Many of the same ideas as the finance content of the CAFE. - Comprehensive content. - Focused on audience. 	<ul style="list-style-type: none"> - Far too much text - much more of a report than an interactive training document. - Not an engaging design. - Not enough examples/case studies. - No exercises.
Oxford Human Rights Hub, 'Workbook 1: Right to Education' (2023)	<ul style="list-style-type: none"> - Much more emphasis on the 'work' of 'workbook' - after a very brief introduction, it is entirely exercise-based. - Clear language. - Lots of good questions for reflection on the case studies. 	<ul style="list-style-type: none"> - For a different audience - more focused on 16-18 year-olds. - Design is not particularly imaginative or engaging.
HelpAge International, 'Gender equality learning pack' (2020)	<ul style="list-style-type: none"> - Part of the below toolkit, this standalone document is something more akin to the workbook the CFF is looking for. - Extensive content, engaging examples and exercises. - Engaging and clear language. - Engaging design. 	<ul style="list-style-type: none"> - Might be more effective if it could also be completed online.
HelpAge International, 'Gender equality training toolkit' (2020) (for reference - beyond scope)	<ul style="list-style-type: none"> - A training toolkit for focal points to use to hold their own workshops. Could be an option for the wider dissemination strategy (Deliverable 5). 	
UWE Bristol, A toolkit and training for youth climate social action (2022) (for reference - beyond scope)	<ul style="list-style-type: none"> - Good format - can be printed off or viewed smoothly online. - Good exercises. - Engaging design. - Flexible - can be done as part of in-person 	

	training or as a standalone exercise.	
<i>WHO, Training manual for mental health trainers (2017)</i>	<ul style="list-style-type: none"> - Train the trainers methodology might be an avenue to explore for the wider CAFE dissemination strategy. - Clear process for training complex ideas. 	<ul style="list-style-type: none"> - The programme is more intensive than the CAFE would be.

Annex 4 – C40’s Standard Service Provider Agreement (SPA) and Statement of Work (SOW)

SERVICE PROVIDER AGREEMENT

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

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

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

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

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

3. Fees. Service Provider will invoice C40 for the Services for each of the payments due. Each invoice will be payable to Service Provider within thirty (30) days after its receipt by C40. Invoices will be addressed to C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance and be delivered via electronic mail to: finance@c40.org; *provided*, that if it is impracticable for Service Provider to deliver invoices via electronic mail, invoices may be mailed by post to the following address: C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance. [C40 will reimburse reasonable and necessary pre-approved out-of-pocket expenses incurred by the Service Provider in performing the Services. Service Provider will provide documentation supporting any expenses with the applicable invoice].¹

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

¹Include if C40 will reimburse expenses.

5. Performance of Services. The Services will be performed by Service Provider or by Personnel under the control of Service Provider using best efforts. [Service Provider or its Personnel may be subject to background searches as may be required by C40]².

6. Confidentiality.

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

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

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

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

7. Work Product.

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

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

Service Provider irrevocably appoints C40 as its true and lawful attorney-in-fact to execute and deliver any such instruments or documents if Service Provider fails or refuses to do so.

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

(C) Third-Party Materials. If Service Provider wishes to incorporate any elements owned by third parties (“Third-Party Materials”) into any Work Product, Service Provider will obtain C40’s prior written consent and obtain in writing, on C40’s behalf, a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the Third-Party Materials as part of the Work Product in any medium now know or later developed. Service Provider will provide C40 with a copy of all licenses to Third-Party Materials.

(D) Residual Knowledge; Other Engagements. The parties acknowledge and agree that this Agreement is not intended to restrict Service Provider from continuing to use any general ideas, concepts, know how, methodologies, processes, or techniques that Service Provider has acquired and developed as part of its expertise in consulting under this Agreement or to prevent Service Provider from pursuing other business engagements, provided that such use and engagements by Service Provider do not involve C40’s intellectual property or Confidential Information or the Work Product created under this Agreement.

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

9. Representations, Warranties and Covenants.

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

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

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

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

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

(v) Service Provider will comply with all applicable local, city, state, federal and international laws, rules and regulations including, all environmental, safety and health and labor and

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

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

(B) Service Provider covenants to maintain a workers' compensation insurance policy (with employer's liability coverage), umbrella liability policy, professional liability policy, automobile liability policy, if applicable, and commercial general liability policy with coverage limits that would be maintained by a prudent party in Service Provider's industry performing work similar to the Services. [Service Provider will cause C40 (with the following address: 120 Park Avenue, Floor 23, New York, NY 10017 USA and Attn: C40 Legal) (and any other party that C40 may reasonably request) to be named as an additional insured under the commercial general liability policy and, upon C40's request, will provide C40 with certificates evidencing such policies. Each such policy will have a waiver of any right of subrogation against C40, and will obligate the insurer to provide and pay the costs of defense of the additional insureds on a primary basis without regard to any other potentially applicable insurance available to the additional insureds.]⁴

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

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

entities with any news provider or other media (print, television or otherwise). [Nothing in this provision is intended to affect the Service Provider's ability to give commentary in the academic context.]⁵

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

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

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

15. Miscellaneous.

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

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

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

If to C40:

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

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

If to Service Provider:

[insert information]

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

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

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

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

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

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

(J) Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are not exclusive of any rights and remedies that may be available to any party under applicable law, in equity, or otherwise.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: _____
Name: Juliette Carter
Title: Managing 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:

2019.1

Annex 5 – Contractual flowdown requirements

Schedule X

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

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

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

Performance

1. The Service Provider shall carry out the Project with due diligence, efficiency and in accordance with sound administrative, technical, financial, business and development practices.
2. The Service Provider will obtain any necessary licenses, approvals and consents to implement, carry out, or operate any measure required in the performance of the contract.
3. The Service Provider will bring to the attention of the Project Manager at C40 any circumstances that will affect or jeopardise the attainment of the project, interfere with the performance or management of the material obligations of this contract. This includes, but is not limited to:
 - 3.1. Substantial changes in the risk assessment of the project;
 - 3.2. The occurrence of unintended adverse impacts on human rights, the environment and climate, context characterised by fragility and violence, and gender equality;
 - 3.3. Other significant time, financial, technical or development policy changes during the contract and risks to the safety or health of assigned staff.
4. C40 will seek remedies under the [Service Provider Agreement/Framework Agreement] for breach, non-performance, default as well as illegal or improper purposes that are contrary to this contract or any laws of the country in which the Project is implemented.

Expenses

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

Reporting and Record Keeping

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

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

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

Sub-Contracting

10. The Service Provider is permitted to sub-contract elements of the scope, provided that:- 10.1.

The regulations on public procurement in the United States of America are followed.

10.2. The Procurement Guidelines outlined in Annexe 4a of the GIZ Grant (Award Procedure/Procurement Guidelines)

10.3. All goods or services procured are to be used exclusively for the purposes of this project.

10.4. Competent and qualified consultants must be contracted to achieve the objectives. 10.5.

Procurement shall comply with the relevant sustainability standards.

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

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

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

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

Ethical and Environmental Standards

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

- 15.1. Financing terrorism
- 15.2. Money laundering
- 15.3. Bribery

16. The Service Provider shall immediately repay any funds used in contravention of this prohibition.

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

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

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

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

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

21.1. International human rights conventions;

21.2. The International Labour Organisations declaration of 1998 and

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

22.1. The protection of children;

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

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

22.4. The promotion of equal opportunities for all genders.

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

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

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

24.2. Is in full compliance with international environmental law;

24.3. Minimises emissions of greenhouse gases

24.4. Avoids or reduces unintended adverse impacts on:

24.4.1. The environment;

24.4.2. Climate protection;

24.4.3. Adaptation to climate change;

24.4.4. Human rights;

24.4.5. Contexts characterised by fragility and violence;

24.4.6. Gender equality.

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

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

Conflict of Interest

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

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

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

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

Data Protection

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

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

Force Majeure

33. Force majeure is an unavoidable event (including natural disasters, outbreak of diseases, serious unrest, war or terrorism) where neither party to this contract will be held liable for a breach of its obligations. This applies if the Service Provider is prevented from fulfilling such obligations by reason

of Force Majeure and has taken all reasonable precautions, due care and sought out reasonable alternative measures. The Service Provider is to notify C40, and vice versa, as soon as is possible and no later than fifteen days upon becoming aware of the implications of the occurrence. Evidence of the nature and cause of the event and well as information about the possibility of returning to normal conditions must be provided as soon as possible.

Communications and Visibility

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

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