SUPPORT FOR THE IMPLEMENTATION OF THE
FINANCING INCLUSIVE CLIMATE ACTION ACADEMY (FICAA)

Request for Proposals

1. Introduction

1.1 About C40 Cities Finance Facility

The C40 Cities Finance Facility (CFF) facilitates access to finance for cities’ infrastructure projects that address the climate crisis and support a green and just recovery. It does this by providing technical assistance to develop cities’ priorities into finance-ready project proposals, by supporting cities in linking them with the most suitable financial options and by enabling replication and upscaling of these projects for further impact. The CFF is funded by the German Federal Ministry for Economic Cooperation and Development (BMZ), the Government of the United Kingdom, the Agence Française de Développement (AFD), and USAID. The initiative is implemented by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and the C40 Cities Climate Leadership Group (C40). To learn more about the work of the CFF and the cities we partner with, please visit our website or LinkedIn. Although the initiative is implemented jointly with Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, this RFP will be contracted and primarily managed by C40.

1.2 About 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-Sawyerr 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 to the assignment

There is significant evidence that climate change magnifies inequalities and the effects of climate change are most acutely felt by urban communities that are marginalised or underserved due to income, ethnicity, gender, age, among other factors. With rapid urbanisation and a pressing need to address urban inequalities exacerbated by climate change, it is crucial to prioritise the development and financing of climate action that is equitable and inclusive. Cities and national governments are increasingly investing in sustainable infrastructure to respond to the threat of climate change – helping to reduce current vulnerabilities and mitigate future impacts, and this presents a unique opportunity to consider the needs of underserved communities and directly address the disproportionate impacts they experience.

The CFF considers that Equity and Inclusion (E&I) is a priority and a crucial aspect in developing robust, bankable and successful sustainable infrastructure projects. Throughout its third phase (2022-2024), the CFF has worked with all its partner cities to ensure that E&I considerations are mainstreamed in the project preparation process and concrete E&I measures are integrated in project design. The CFF team has developed a robust approach with a series of activities for each stage of the process, as outlined in this Guidance document: How to embed equity and inclusivity in sustainable infrastructure.

As the CFF enters its fourth phase (2025), it aims to consolidate its E&I approach by addressing challenges cities have encountered when applying these concepts and showcasing its work as a pioneering project preparation facility in supporting cities in the Global South to mainstream E&I in the preparation and financing of sustainable infrastructure projects. To achieve this, the CFF will host a workshop for its Latin American partner cities where they can share experiences, learn from each other, and engage with finance institutions to understand E&I requirements for accessing financing options.

3. Objectives

The Financing Inclusive Climate Action Academy (FICAA) aims to:

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1 The CFF builds its work on E&I on a range of existing material available on Inclusive Climate Action from C40, and understands equity as “the absence of avoidable or remediable differences in access to basic services, institutional processes and capital needed to meet basic human rights, among groups of people, whether those groups are defined socially, economically, demographically, or geographically”, and inclusion as “the practice of including relevant stakeholders and communities, particularly marginalised groups, in the policy-making and urban governance process, in order to ensure a fair policy process with equitable outcomes despite their different needs.” - Guidance document: How to embed equity and inclusivity in sustainable infrastructure.
Be an opportunity for networking, learning and peer-to-peer knowledge sharing

With this workshop the CFF aims to bring together Latin American cities that share challenges and opportunities in preparing and financing equitable and sustainable infrastructure projects for experience sharing, replication and upscaling of E&I best practices. By facilitating dialogue between partner cities, finance institutions, and experts to share experiences and best practices, the workshop seeks to inspire cities to prioritise E&I in their projects and equip them with the necessary tools and knowledge.

Connect with Finance Institutions (FI)

As the CFF closes its third phase, this workshop will be an opportunity for the CFF to further explore FI requirements and to support cities seeking funding for their projects, highlighting the E&I approach necessary for accessing finance. The workshop will provide a platform for finance institutions to outline their E&I criteria for financing sustainable infrastructure projects. This will enable cities to align their projects with these criteria, increasing their chances of securing financing. Additionally, finance institutions will gain a better understanding of the E&I needs and challenges faced by cities, fostering more inclusive financing practices.

Consolidate CFF’s E&I approach

The development of materials and gathering of experiences and lessons learned will also help to consolidate CFF’s approach to E&I, putting into practice materials developed by the CFF (such as the E&I Guide or the sectoral E&I tools2), and actively linking the concepts of finance and E&I. The workshop will also be an opportunity to give prominence to E&I aspects in the development and financing of sustainable infrastructure projects and communicate CFF’s experience on E&I to a wider public.

Hold Medellin’s handover ceremony

This event will also cover the handover ceremony of the CFF-supported project in Medellin during Phase 3 of this programme. This might include a half day event where the two consultancies (Universidad de Antioquia and IDOM) will present their main findings and studies to the city high level administration.

4. Details of the Assignment

The CFF is looking for a service provider to support (1) the structuring, preparation and delivery of the Financing Inclusive Climate Action Academy (FICAA) and (2) develop a related communication product (see below for details).

The CFF plans for the FICAA to be an intensive in-person 3-day workshop that will take place in Medellin in September/October 2024 (final date to be confirmed). It will focus on the intersection between finance and equity and inclusion (E&I) within the context of

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2 See Annex 2 to access these documents.
sustainable urban infrastructure projects, covering the four sectors in which the CFF works: transport, nature-based solutions, energy and buildings, and waste.

The methodology should be practical and informative, inviting cities to apply the knowledge learned into their own contexts and projects. The workshop should feature a series of activities integrated into different phases of a project preparation process (see image below) and actively explore the intersection between finance and E&I. These activities should include technical inputs with case studies, panel discussions, interactive sessions, site visits, and networking opportunities. Partner cities should have the chance to showcase their E&I initiatives, learn from successful projects, and gain insights into integrating E&I into their business models, as well as navigating the E&I requirements of finance institutions.

![Stages for Embedding Equity and Inclusivity in Project Preparation](image)

Figure 1. Project preparation is the process during which an infrastructure project goes from concept to implementation-readiness.

This Academy is intended to be a small closed-door working meeting and 2 representatives from each of CFF’s Latin American partner cities working on infrastructure projects will be invited to participate in the workshop. The target audience are senior officials with technical, finance, and E&I responsibilities, and should include senior representatives that have been actively engaged in the CFF activities.

In partnership with the CFF team, the consultants will build the structure of the workshop, develop the agenda, develop all workshop materials and final report, be the master of ceremonies and deliver specific sessions, and invite external stakeholders to participate in the workshop. The consultants will also be responsible for on-site logistics and the development of a communication toolkit and materials.

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3 The following cities are supported by the CFF in LATAM: Bogotá, Medellín, Lima, Trujillo, Rio de Janeiro and Salvador.
Main expected outputs:

1. Literature review: it is expected that the consultants will deliver a strategic literature review that will be the basis for the development of the workshop agenda and materials.

2. Workshop structure, detailed agenda and materials with a particular focus on the sectoral challenges and opportunities around E&I, the link between E&I and finance, and E&I considerations across the project preparation process. This output should allow the replication of this Academy in CFF’s next phase.

3. Taking advantage of the Academy, the CFF will launch a written communication product, such as a factsheet, on CFF’s E&I work.

5. Activities and Deliverables

The selected consultant will deliver the following activities:

5.1 Activity 1: Initial project assessment

This task involves the consultants conducting an initial project assessment, familiarising themselves with CFF’s E&I approach, 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 (English). Deadline: Early July 2024.

5.2 Activity 2: Conduct Desk-based research to develop the Academy’s content

Task 2.1 Desk-based research

Conduct a short and strategic research on three topics:

1. Review existing CFF material on sectoral considerations, challenges, best practices and relevant examples on E&I mainstreaming into CFF’s four areas of support (transport, nature-based solutions energy and buildings, and waste) and make improvements. This should be an introduction to the Academy, allowing cities to identify their main E&I challenges and opportunity areas to include in their project design.

2. The integration of E&I considerations into business models of sustainable infrastructure projects in CFF areas of support. All considerations included in the
Equity and inclusion in financing climate action document should be taken into account and further developed to be shared with cities.

3. Finance institutions’ E&I requirements to finance infrastructure projects. Requirements of FIs with presence in Latam⁴ and also IFC Performance Standards⁵ should be considered.

This task is expected to develop a theoretical and practical basis for the development of the technical input materials for the workshop to be delivered by the consultants, as the introductory session to the Academy. This Desk-based research should be prepared in slides format as it will be used during the implementation of the Academy, so consultants should be concise.

**Task 2.2. Agenda and concept note**

Based on this literature review and inputs given by the CFF (draft versions of the agenda and concept note), the consultants should develop the FICAA Agenda Draft and Concept Note.

The consultant will be responsible for structuring the workshop agenda, which includes outlining the general methodology of the Academy as well as defining each of the sessions, determining their objectives and expected outcomes to ensure a cohesive and progressive learning experience. The CFF expects a well-organised, engaging, and pedagogically sound workshop agenda that will provide a good learning methodology. The agenda should include a list of potential speakers and should include a site visit. The consultant may refer to the draft agenda in Annex 1.

**Deliverables of the Activity 2:**


The agenda will need to be updated by the consultant along with the event development and other interactions with the cities and feedback from partners until the event delivery.

**5.3 Activity 3. Event preparations**

**Task 3.1 Lead workshop materials development**

Based on the agreed agenda, the consultant is expected to provide a detailed, minute-by-minute agenda, including specific details for each session. This agenda should encompass time allocation with start and end times for each session, objectives

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⁴ Such as CAF, IADB, World Bank, AFD
to be achieved, teaching methods and strategies to be used, a list of materials required, and assigned tasks and roles for facilitators or participants as needed.

The consultant should also develop the materials to be used in the sessions, including technical inputs, exercises, according to the agenda. It also includes PPT/Google Slides presentations and support materials (exercise sheets, etc). Consultants will be also responsible for compiling presentations from CFF partner cities and external partners and slides with the agenda, speakers' names, and session titles into a main deck.

Task 3.2 Logistical preparations
As part of developing the agenda, the consultant will support the CFF in making all logistical arrangements necessary. They will be responsible for all logistics on-site, such as finding an adequate venue, support the organisation of site visits with the host city, consider room formats needed for the sessions, confirm translation needs, and confirm AV and video conferencing requirements. These service provider costs should not be included in the proposal as the CFF will budget for these costs separately. The consultants should develop a logistics pack for delegates with all relevant information (format to be provided by the CFF).

Task 3.3 CFF E&I Fact sheet
The consultant will work with the CFF team to produce a fact sheet which can be shared in the Academy about CFF's work on E&I. It should showcase CFF's experience on the integration of E&I considerations into financing sustainable infrastructure projects, position the CFF as a project preparation facility as a leader on the topic, and be informative for donors, partner cities, and finance institutions. It should clearly indicate CFF's E&I approach, success stories, and case studies. In developing the document, the consultant will liaise with the CFF's Equity and Inclusion and Communications working groups on the key messages that must be included. The CFF will also provide the template, logos, photos, and other relevant materials. The document should be short and strategic, examples will be provided to the consultant.

Deliverables of the Activity 3:
2. Deliverable 3.2: List of service providers, logistics pack for delegates (Spanish).
Deadline: End of August 2024. Due to tight timelines, Activity 3 should start together with Activity 2.

All deliverables should incorporate improvements, after the review phase.
5.4 Activity 4. Event delivery support

The consultant is expected to travel to the Academy location (Medellín, Colombia) at least 2 days prior to the event, and support the on-site delivery of the workshop. The consultant will:

- Act as Master of Ceremonies;
- Attend all sessions of the Academy;
- Present and support facilitation of sessions relevant to the expertise of the contracted consultant;
- Register attendance;
- Organise logistics for site visit;
- Coordinate with local suppliers (e.g., venue's technicians, hotel administrators, caterers, drivers, interpreters, etc.);
- Print banners, if needed (to be paid by the CFF);
- Take sufficient notes during sessions to provide inputs to develop the post-event report;
- Develop and apply feedback forms (CFF will provide a format);
- Fulfil any other relevant tasks.

The consultant should develop a communication toolkit for the event, including: photo, press release and outreach to LATAM press, and social media posts.

The consultant will also be responsible for photos of the event. After each day of the conference, they will upload their notes and copies of the photos to a folder shared by the CFF.

**Deliverables of the Activity 4:**

1. Deliverable 4.1: Documentation of sessions (Spanish)
2. Deliverable 4.2: Feedback form responses (Spanish)
3. Deliverable 4.3: Communication Toolkit (Spanish and English)

Deadline: End of September/beginning of October 2024

5.5 Activity 5. Produce the FICA Academy Final Report

After the event, the consultant will submit a report (around 10 pages excluding annexes) with the conference highlights, key outcomes, participants’ feedback, lessons learned, and proposed follow-up actions. Before finalising the report, the drafts will undergo two rounds of review.

Develop a post-event communications wrap-up report (photo, social media, press and respective results) together with CFF’s communication team.

**Deliverables of the Activity 5:**

2. Deliverable 5.2: Communications wrap-up report (Spanish)
Deadline: Mid October 2024

List of deliverables

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<thead>
<tr>
<th>#</th>
<th>Activities</th>
<th>Deliverables</th>
<th>Indicative dates</th>
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<td>1</td>
<td>Initial project assessment</td>
<td>1. A work plan with clear deliverables and dates</td>
<td>Early July</td>
</tr>
<tr>
<td>2</td>
<td>Desk-based research</td>
<td>2.1 Desk-based research</td>
<td>End July</td>
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<td></td>
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<td>2.2 FICAA Agenda Draft</td>
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<td>2.3 FICAA Concept Note.</td>
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<td>3</td>
<td>Event preparations</td>
<td>3.1 Workshop materials</td>
<td>End August / September</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.2 Logistics pack for delegates</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>3.3 CFF E&amp;I Factsheet</td>
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<tr>
<td>4</td>
<td>Event delivery</td>
<td>4.1 Documentation of Sessions</td>
<td>End September / October</td>
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<tr>
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<td>4.2 Feedback form responses</td>
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<td>4.3 Communication Toolkit</td>
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<td>5</td>
<td>Post-event</td>
<td>5.1 FICAA Final Report</td>
<td>Mid October</td>
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<tr>
<td></td>
<td></td>
<td>5.2 Communications wrap-up report</td>
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6. Bidder qualifications

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:

Experience:

- Technical knowledge on the sectoral considerations on E&I mainstreaming into CFF’s four areas of support (transport, nature-based solutions, energy and buildings, and waste).
- Technical knowledge of the integration of equity and inclusion considerations in business models of sustainable infrastructure projects. Previous experience applying this knowledge into practice is highly desired.
- Technical knowledge of Finance Institutions requirements on equity and inclusion for financing sustainable infrastructure projects. Understanding of IFC Environment and Social Standards is desirable. Previous work liaising with these institutions is highly desirable.
- Experience organising, developing and delivering presentations and facilitating in-person workshop sessions (e.g. panels, roundtables, discussion groups).
- Experience working with international, national and city-level experts and institutions.

Project Management and additional competencies (of individual or team proposed):
- Ability to develop and track a work plan, and develop key deliverables according to an agreed timeline. Proactive, highly organised, sets priorities, produces high-quality outputs, meets deadlines and manages time efficiently.
- Excellent coordination skills (to liaise with the CFF team and relevant external institutions).
- Able to communicate articulately (written and verbally) on the technical topics outlined in this RFP, as well as translate key information for a non-technical audience where necessary.
- Professional behaviour, sticking to pre-agreed discussion topics.
- Existing network of experts that can be engaged for this project, in the sectors relating to this RfP (e.g. finance, E&I).
- Competent using key software packages (Zoom and Google Suite).
- Excellent language competence in Spanish and English.

**Location**: The consultant should be based in Latam, with at least one team member based in Medellin.

### 7. Format for Responses

Responses must include:

1. Short explanation of how you will deliver the described activities, including your proposed approach, methodology and team structure, 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 5 examples may be provided.
4. 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).
5. Confirmation that the service provider will comply with C40’s ‘Contractual flowdown requirements’ found in Annex 4. 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 5 pages, excluding appendices and CVs.

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.

The responses will be evaluated according to technical and financial suitability for the assignment. Evaluation criteria include:
- **Relevant experience and expertise (30%)**
  - Technical expertise, previous experience, project management capabilities of the team.

- **Understanding of the assignment (30%)**
  - Robustness of the methodology, project delivery proposal, and ability to meet the requirements listed.

- **Project management structure (15%)**
  - Ability to meet the qualifications required for the assignment with the expertise of the team members proposed.
  - A clear composition of team and respective tasks.

- **Value-for-money (15%)**
  - Ability of the proposal to deliver the requirements and meet the objectives of the project at minimal costs.
  - A detailed breakdown of costs and time allocated across team members.

- **Equity and Ethical Alignment (10%)**
  - C40 is looking to appoint an organisation that shares our values and is grounded in the context of the local community.

The details of the main point 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 and thus any questions asked until the deadline will be shared with everyone (in an anonymous manner). You can find any questions and the answers we have provided so far in the Q&A document.

Please submit your proposal by 5pm (GMT-5 - Bogotá) on 10 June 2024, using the subject heading “CFF RFP – FICAA – SUBMISSION” to:

Marina Moscoso (mmoscoso@c40.org) and Guillermo Gómez Pedrozo (gpedrozo@c40.org). Please also cc contracts@c40.org.

### 8. Budget

For successful bidders, an open contract of up to **EUR 18,000** (inclusive of all applicable taxes) will be established containing the terms and conditions and day rate(s) of relevant staff.

The costs of the venue, accommodation, food and beverage, interpreters (if required), and ground transportation to and from the airport and to and from any site visits (if required) must not be included in the proposal as the CFF will cover them separately.
9. Timeline – Procurement

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<th>RFP Timeline</th>
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<td>Request for proposals sent out</td>
<td>24 May 2024</td>
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<tr>
<td>Questions submitted to C40</td>
<td>31 May 2024</td>
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<tr>
<td>C40 responds to questions</td>
<td>04 June 2024</td>
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<tr>
<td>Deadline for receiving offers</td>
<td>10 June 2024</td>
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<tr>
<td>Evaluation of proposals</td>
<td>11 to 21 June 2024</td>
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<tr>
<td>Clarification of offers + presentation (optional)</td>
<td>17 to 21 June 2024</td>
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<tr>
<td>Consultant is selected</td>
<td>25 June 2024</td>
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<tr>
<td>All potential suppliers notified of outcome</td>
<td>01 July 2024</td>
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</tbody>
</table>

10. Contracting

C40 may award contracts on the basis of proposals submitted in accordance with the instructions set out in this RFP. C40 intends to enter into the form of contract attached as Annex 3 and entitled Service Provider Agreement with the winning bidder(s). The actual number of outputs to be commissioned is not fixed. As such, C40 intends to enter into a contract that will allow C40 flexibility to commission documents on an as needed basis. If C40 is unable to execute a contract with the consultant awarded the contract, we reserve the right to award the contract to the second highest bidder.

All contracting and invoicing will be handled through:

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

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

C40 intends to enter into the form of contract attached as 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.

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.

12. Term of Assignment

The assignment is planned to run from 1 July 2024 to 25 October 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.

13. Contact

All questions related to this RFP should be directed by email to Marina Moscoso, mmoscoso@c40.org.

14. Annexes

- Annex 1 - Draft FICAA agenda
- Annex 2 - Examples of CFF and C40 ICA Reports and materials
- Annex 3 - C40’s Standard Service Provider Agreement
- Annex 4 - GIZ Contractual Flowdown Requirement

Annex 1 - Draft FICAA agenda

The tentative agenda of the workshop is structured around the 5 stages of project preparation and in each we will give technical input, invite cities to present their experiences and also allow space for group reflection.

- **Day 1:**
  - Welcome
  - Project conceptualization, participation, needs assessment
    - Technical input from CFF
    - City Panel - cities’ experiences
    - Group exercise
  - Site visit: Solar Panel project in Comuna 1 / Parques del Rio Norte
- **Day 2:**
- Technical, financial and legal viability
  - Technical input from CFF
  - City Panel - cities’ experiences + FIs
  - Group exercise

- Business model + finance institutions requisites
  - Technical input from CFF
  - City Panel - cities’ experiences + FIs
  - Group exercise

**Day 3:**
- Preparation for implementation, M&E
  - Technical input from CFF
  - City Panel - cities’ experiences
  - Group exercise
Annex 2: Examples of CFF and C40 ICA Reports and materials

Below are a sample of existing reports and implementation guides that have been developed:

**CFF guides**
- Embedding Equity and Inclusivity in Sustainable Infrastructure A Guidance Note for Cities and Tools.
- Equity and inclusion in financing climate action
- Inclusive and equitable urban transport

**C40’s ICA guides and tools**
- Inclusive Climate Action, please refer to the subtopics listed in this link:
  - Inclusive Engagement process.
    - Executive Guide
    - Engagement playbook
  - Inclusive and Equitable Climate Policies
    - Executive guide. Please also note further resources in this link related to:
      - Designing actions with an equity lens.
      - Identifying indicators for monitoring and evaluation.
      - Policy recommendations.
  - Equitable Impacts and Climate Policies
    - Executive guide.
    - Toolkit for equitable impacts
Annex 3 - 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 [______] (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:

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

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

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

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

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6Include 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].

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. 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.

    7Include if applicable (e.g., if SP will be working out of C40/Bloomberg office).
(B) **Pre-Existing Works.** If Service Provider incorporates, in whole or in part, any portion of pre-existing works owned by Service Provider (“Pre-Existing Works”) into any Work Product, Service Provider will identify in writing the Pre-Existing Works. Service Provider hereby grants C40 a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the Pre-Existing Works as part of the Work Product in any medium now known or later developed in furtherance of C40’s charitable and educational mission.

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

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

8. **Trademarks.** C40 hereby grants Service Provider permission to display C40’s trademarks, C40, C40 CITIES, the C40 logo, (“C40 Trademarks”) for the 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.]

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 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;

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*Include if C40 needs to give SP trademark license to perform Services.*
(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.\(^9\)

11. Non-Disparagement and Non-Disclosure. Service Provider recognizes and agrees that as a result of its engagement by C40, it is assuming a position of confidence and trust and as such will not in any way defame, disparage, libel or slander C40 and/or its respective directors, officers, owner(s), affiliates, associates and related entities, and will not, during the Term or thereafter, contact, respond to any request from, or in any way discuss C40 and/or its respective directors, officers, owner(s), affiliates, associates or related entities with any news provider or other media (print, television or otherwise). [Nothing in this provision is intended to affect the Service Provider’s ability to give commentary in the academic context.\(^\text{10}\)]

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.

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\(^9\) To be included only in the case of outsourcing services.

\(^\text{10}\) Only include if service provider is an academic or scientific institution.
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

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 4 - 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 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.