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. Although the initiative is implemented jointly with Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, this RFP will be managed by C40. The CFF is funded by the German Federal Ministry for Economic Cooperation and Development (BMZ), the Government of the United Kingdom, the Agence Francaise 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

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

Since its launch in 2015, the C40 Cities Finance Facility (CFF) has supported 10 energy projects from nine partner cities through technical assistance, capacity development, and project advisory support - see Annex 3 for details. Aside from developing finance-ready projects, the partner cities’ engagement with the CFF also resulted in policies, structures, and approaches to facilitate investments in renewable energy and energy efficiency. These innovations could be replicated or adopted by national and regional actors to scale up impact within the partner cities’ countries.

The CFF has built a global network of financial institutions and partner organisations that have complemented the CFF’s technical assistance and capacity development activities. Many have also provided knowledge sharing, peer-to-peer learning, and other opportunities to promote partner cities’ projects and leadership on climate action.

To mark the closure of its third phase, the CFF aims to communicate its successful support for cities’ energy projects and showcase its approach and success stories to a larger audience. In doing so, it will increase interest from national and regional actors to upscale and institutionalise best practices and climate actions and link current and previous partner cities to additional support from relevant organisations.

3. Details of the Assignment

The CFF is looking for a service provider to support (1) the delivery of an Energy Showcase and (2) develop a Business Case Toolkit (see below for details).

In supporting nine cities across two phases, the CFF and its partner cities have developed governance and financial models and gathered insights about how cities can prepare a successful energy project.

1. The Energy Showcase is designed as a conference for CFF partner cities to present their projects and engage other city officials and representatives from national and regional offices, financial institutions, and civil society. A total of 75-100 participants are expected, including CFF, C40, and GIZ staff. Session topics will include global and regional themes and offer opportunities for partner cities and external partners to engage one another on sectoral issues and solutions. The Energy Showcase is foreseen to be delivered at the end of September in Mumbai, India (dates to be confirmed). A proposed agenda can be found in Annex 1: Energy Showcase Agenda.
2. The CFF envisions the Business Case Toolkit to be an implementation guide that will be published during the Energy Showcase. It will detail the various approaches and lenses CFF partner cities have used to access financing for their energy projects and create social and political buy-in. The document would contain the tools used in CFF energy projects and include cases from CFF partner cities that illustrate their use. Relevant examples of the C40 and the CFF’s previous knowledge products are listed in section 4.2. The toolkit must be a PDF that will be uploaded to the CFF website and the C40 Knowledge Hub.

The consultant can propose changes to the content and design of the Energy Showcase sessions and Business Case Toolkit, so long as they meet the following objectives:

1. Showcase cities’ efforts to reduce their emissions through energy efficiency and renewable energy initiatives;
2. Establish national, regional and global partnerships between relevant actors in energy and finance for further support; and,
3. Encourage national and international actors in energy and finance to adopt lessons learned, policies, and programmes from cities’ energy projects.

The primary target audiences for the Energy Showcase and Business Case Toolkit are:

- Middle-ranking to senior city officials from relevant technical departments.
- Policymakers, senior officers, and elected officials from national government offices, intergovernmental organisations, and regional political and economic unions whose functions are related to city relations, climate finance, and energy.
- Policymakers and practitioners from financial institutions, civil society, and non-governmental organisations whose functions are related to city relations, climate finance, and energy.
- Existing government donors (FCDO (UK); BMZ (Germany); USAID (United States) AFD (France)), and potential new donors.

4. Activities and Deliverables

4.1 Activities and Deliverables

The winning bidder(s) will be expected to lead the development of the content of the Energy Showcase and Business Case Toolkit. The outputs include:

**Activity 1: Initial Project Assessment**

The consultant(s) will conduct an initial project assessment to familiarise themselves with the CFF energy projects and the materials available (e.g., technical and financial studies, reports datasets, etc.). They will also establish the project management framework (e.g., processes and norms for review, feedback, communication, reporting, etc.) in consultation with the project management team. They will then prepare a
detailed work plan outlining the activities they will undertake for the Energy Showcase and Business Case Toolkit, including the proposed time frame for review and feedback.

**Deliverable 1: Detailed Work Plan**
Deadline: 12 July 2024

**ENERGY SHOWCASE**

**Activity 2: Agenda Development**

The consultants will support the CFF in preparing the conference agenda by identifying opportunities to scale up the projects' impacts, using desk research and consultations with CFF City Nucleus Teams on the regulatory and financial landscapes of the CFF partner cities and their respective regions. The agenda's content must include session objectives, activities (e.g., presenter-led discussions, workshops, roundtable discussions, etc.) that align with the partner cities' upscaling plans or reform agendas.

Together with the CFF, they will also map national agencies, civil society or nongovernmental organisations, and financial institutions that can support the CFF partner cities, including possible contacts within the organisations.

As part of developing the agenda, the consultant(s) must also identify any facilitation needs for the sessions and prepare a facilitator guide that outlines the activity/activities, roles of the facilitators, and materials needed for the activities. The consultant may refer to the draft agenda in Annex 1.

**Deliverable 2.1: List of External Partners (i.e., national government agencies, civil society or nongovernmental organisations, and financial institutions)**
**Deliverable 2.2: Detailed Energy Showcase Agenda**
**Deliverable 2.3: Facilitation Needs and Facilitator Guide**
Deadline: 2 August 2024

**Activity 3: Event Preparation**

The consultant(s) will support the CFF in preparing the content of the event and making logistical arrangements. They will be 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. The CFF will take the lead in coordinating with the presenters for the slides and share them with the consultant(s).

In addition, the consultant(s) will work with the CFF team to produce a slide deck about the CFF, its work in the energy sector, and the projects in its portfolio. In developing the slides, they will consult the CFF communications working group on the key messages that must be included. Aside from the key messages, the CFF will also provide the presentation templates, logos, photos, and other relevant materials.
Lastly, the consultant(s) will provide logistical support such as booking the venue, flights, visas, accommodation, food and beverage, translators (if required), and ground transportation to and from the airport and to and from any site visits (if required). These costs must not be included in the proposal as the CFF will budget for these costs separately.

Booking of travel and accommodation must be done with approval from C40’s operational team and in compliance with the GIZ Specific Travel and Expenses Policy and Guidance for C40 staff and delegates. Bookings should be made directly with the airlines, including integration with C40’s travel risk management company, ISOS, to ensure safety and insurance coverage. If an integration cannot be built, then the consultant will need to work with ISOS to input all trips manually.

Additionally, the selected airline must meet the following criteria (consultants may refer to AirlineRatings): an overall ‘Safety Rating’ of at least 7 stars; an IATA Operational Safety Audit certification (IOSA) rating of at least 3 stars; and, a green tick on the International Civil Aviation Organisation (ICAO) Country Audit. The selected hotel must be located in a safe, accessible area close to emergency services and public transportation.

All procurement should follow the GIZ procurement requirements below:

- Submit proof as evidence of fulfilling GIZ Annex 4a (Award Procedure/Procurement Guidelines) and GIZ Annex 4b (Specimen Documentation of Contract Awards). This includes obtaining at least 3 quotes from different potential service providers, based on the requirements provided by C40.
- Draft the logistical partner details and scope of work using the C40’s Service Provider Agreement template for C40’s review and signature.
- Coordinate the collection and submission of C40 Supplier Onboarding Form and any other procurement coordination requirements from C40.

**Deliverable 3.1: CFF Slide Deck**

**Deliverable 3.2: Main Slide Deck of the Conference**

**Deliverable 3.3: Onsite Logistical Support (e.g., ground transportation, venue, accommodations, food and beverage)**

Deadline: 16 September 2024

**Activity 4: Event Support**

During the implementation of the conference, the consultant(s) will be expected to provide on-ground logistical support such as the provision of a master of ceremonies and session moderators (if required) and coordination with local suppliers (e.g., venue’s technicians, hotel administrators, caterers, drivers, translators, etc.).

The consultant(s) will also be responsible for note-taking during the sessions and providing photo and video documentation of the event. Video documentation will include at least 10 interviews with participating cities and external partners. After each
day of the conference, they will upload their notes and low-resolution copies of the photos to a folder shared by the CFF.

**Deliverable 4.1: In-Event Logistical Support (master of ceremonies, coordination with local suppliers)**
**Deliverable 4.2: Documentation of Sessions**
**Deliverable 4.3: Photo summary or daily highlights in low resolution**
Deadline: 30 September 2024

**Activity 5: Documentation and Post-Event Support**

After the event, the consultant(s) 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.

The consultants will also compile the high-resolution photos and lightly-edited videos (i.e., with questions, fillers, and errors cut out) from the event and share them with the CFF through a cloud repository.

**Deliverable 5.1: Documentation Report**
**Deliverable 5.2: Photos and videos in high resolution**
Deadline: 11 October 2024

**BUSINESS CASE TOOLKIT**

**Activity 6: Desktop Review**

The consultant(s) will conduct desk research on the past and current CFF energy projects and identified innovations listed in Annex 2: Business Case Toolkit Content to understand the nature of the projects, recommendations for financing and implementing them, challenges encountered, and lessons learned. For their desktop review, the consultants can refer to the studies and other materials uploaded on the CFF’s website and those in the CFF’s archive (these materials will be shared as part of the onboarding process).

After the review, the consultant(s) will submit a summary report of their desktop review. The document should include a proposed outline, list of cities and CFF/C40/GIZ staff to be interviewed, interview questions, and the design or layout references for the report. The CFF will share its template for reports as part of the onboarding process.

**Deliverable 6.1: Summary report of the desktop review, key findings, and case studies**
**Deliverable 6.2: Proposed outline and design or layout references**
**Deliverable 6.3: List of cities and CFF/C40/GIZ staff to be interviewed and interview questions**
Deadline: 29 July 2024

**Activity 7: Documentation and Development of Case Studies**
Once the proposed outline, list of cities, and interview questions are approved, the consultant(s) will begin interviews with the relevant officials and staff from five to six cities. The CFF will facilitate outreach to the cities and staff. During this process, the consultants must keep written, audio, and video (where applicable) records of their interviews.

The consultants will also gather photos and videos of the sites and city officials if these materials are not already available. These materials will be turned over to the CFF using a cloud repository or shared folder.

After gathering data and conducting interviews, the consultants will draft the case studies from the cities and prepare an executive summary and pilot chapter for the CFF’s review. The pilot chapter must include the description and guide to using the tool or approach and the case study(ies) illustrating how it was used.

**Deliverable 7.1: Draft case studies (content only)**
**Deliverable 7.2: Executive Summary and pilot chapter for review of the design**
**Deliverable 7.3: Photos, videos, and audio recordings from interviews**
Deadline: 9 August 2024

**Activity 8: Preparation of the Business Case Toolkit**

The consultants will use the agreed-upon outline, design, and comments on the draft Executive Summary, pilot chapter, and case studies to prepare the Business Case Toolkit (around 20 to 30 pages). The consultant(s) will first share the write-up of the toolkit so the CFF can review the content before submitting the copy with the layout, graphics, and other visual elements. Aside from using the CFF template for reports, the consultants are also expected to follow the CFF’s brand guidelines, which will be shared during the onboarding. 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 8.1: Draft Business Case Toolkit (content only)**
**Deliverable 8.2: Draft Business Case Toolkit (designed)**
**Deliverable 8.3: Completed Business Case Toolkit**
Deadline: 6 September 2024

**Activity 9: Publication of the Business Case Toolkit**

As part of the dissemination of the Business Case Toolkit, the consultant(s) will prepare a minimum of 75 printed copies, which will be distributed during the Energy Showcase.

**Deliverable 9.1: Printed Copies of the Business Case Toolkit**
Deadline: 16 September 2024
4.2 Examples of CFF Reports and Communication Materials

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

- How to Develop a Business Case - A Guide from Durban (2022)
- How to electrify a bus depot (2021)
- How cities can create demand for large-scale clean energy generation (2021)
- The solar PV revolution in Brazil: How cities can take advantage Parts I and II (2019)

5. Minimum Requirements

We are open to receiving proposals from individual organisations and consortia. It is recommended that organisation or consortium has personnel who can perform the following roles and have the following qualifications

<table>
<thead>
<tr>
<th>Expected Team Members</th>
<th>Roles</th>
<th>Expected Knowledge and Competencies</th>
</tr>
</thead>
</table>
| Overall Project Manager | ● Lead the preparation and implementation of the Energy Showcase and the development of the Business Case Toolkit.  
● Ensure the outputs are of high quality and delivered in a timely manner.  
● Support the CFF in designing the agenda, sessions, and materials of the Energy Showcase. | ● Knowledge of the energy sector and preparing energy projects.  
● Experience delivering projects in Asia. Experience in African and Latin American projects are desirable, but not required. |
| Event Coordinator | ● Support the CFF in making logistical arrangements for the Energy Showcase.  
● Provide on-ground coordination with local suppliers (e.g., venue’s technicians, hotel administrators, caterers, drivers, translators, etc.). | ● Experience organising conferences or knowledge dissemination events, including preparing agendas and structuring panel discussions, roundtables, and other similar knowledge exchange activities. |
| Moderator or Master of Ceremonies | Moderate the plenary sessions and parallel sessions (if required) of the Energy Showcase. | ● Experience moderating and facilitating panel discussions, roundtables, and other knowledge exchange activities.  
● Knowledge of the energy sector and preparing energy projects. |
<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
<th>Required Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Writer</td>
<td>● Conduct research and interviews on the tools and case studies.</td>
<td>● Copy-editing experience and excellent written and spoken English. Knowledge of other relevant languages (Spanish, French, Portuguese) is desirable. ● Knowledge of the energy sector and experience writing about energy projects.</td>
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<td>● Prepare the write-ups and case</td>
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<td></td>
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<tr>
<td>Layout and Graphics Designer</td>
<td>● Prepare the layout, graphics, and other visual elements for the Business Case Toolkit in line with the CFF’s branding guidelines</td>
<td>● Experience developing reports and other knowledge products ● Graphical and design skills</td>
</tr>
</tbody>
</table>

6. Format for Responses

Responses must include:

1. Explanation of how you will deliver the Energy Showcase and Business Case Toolkit, 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 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 to 10 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%)**
  o Technical expertise, previous experience, project management capabilities of the team.
- **Understanding of the assignment (30%)**
  o Robustness of the methodology, project delivery proposal, and ability to meet the requirements listed.
- **Project management structure (15%)**
  o Ability to meet the qualifications required for the assignment with the expertise of the team members proposed.
  o A clear composition of team and respective tasks.
- **Value-for-money (15%)**
  o Ability of the proposal to deliver the requirements and meet the objectives of the project at minimal costs.
- **Equity and Ethical Alignment (10%)**
  o C40 is looking to appoint an organisation that shares our values and is grounded in the context of the local community. Organisations that are based in the global south are strongly encouraged to apply.

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 - London) on 10 June 2024, using the subject heading "CFF RFP – Dissemination of training materials – SUBMISSION" to:

Bryn Boyce (bboyce@c40.org) and Beatrice Francesca Orante (borante@c40.org). Please also cc contracts@c40.org.

### 7. Budget

For successful bidders, an open contract of up to EUR 30,000 (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, translators (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.

### 8. Timeline – Procurement

<table>
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<tr>
<th>RFP Timeline</th>
<th>Due Date</th>
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</table>

C40 Cities Finance Facility
### 9. Contracting

C40 may award contracts on the basis of proposals submitted in accordance with the instructions set out in this RFP. C40 intends to enter into the form of contract attached as Annex 2 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**

### 10. 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.

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<table>
<thead>
<tr>
<th>Request for proposals sent out</th>
<th>16 May 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Questions submitted to C40</td>
<td>24 May 2024</td>
</tr>
<tr>
<td>C40 responds to questions</td>
<td>27 May 2024</td>
</tr>
<tr>
<td>Deadline for receiving offers</td>
<td>10 June 2024</td>
</tr>
<tr>
<td>Evaluation of proposals</td>
<td>10 to 19 June</td>
</tr>
<tr>
<td>Clarification of offers + presentation (optional)</td>
<td>11 to 19 June 2024</td>
</tr>
<tr>
<td>Consultant is selected</td>
<td>20 June 2024</td>
</tr>
<tr>
<td>All potential suppliers notified of outcome</td>
<td>25 June 2024</td>
</tr>
</tbody>
</table>
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.

11. Term of Assignment

The assignment is planned to run from 3 June 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.

12. Contact

All questions related to this RFP should be directed by email to Beatrice Francesca Orante, borante@c40.org.

13. Annexes

Annex 1 - Energy Showcase Agenda

Annex 2 – Business Case Toolkit Content

Annex 3 - List of CFF Energy Projects

Annex 4 - C40’s Standard Service Provider Agreement

Annex 5 - GIZ Contractual Flowdown Requirements
Annex 1 – Energy Showcase Agenda

DAY 1
Morning

- **Plenary Session 1**: Overview of Cities’ Actions in the Energy Sector
  - Technological and Financial Trends in the Energy Sector
  - Overview of CFF Partner Cities’ Actions in the Energy Sector
  - Challenges and Opportunities for City Action on Renewable Energy and Energy Efficiency

- **Plenary Session 2**: Energy Projects from CFF Phase 2 and 3
  - Projects’ goals and results
  - Experiences and learnings from the CFF engagement
  - Launch of the Business Case Toolkit

Afternoon

- **Parallel Sessions 1**: Innovations and Best Practices from CFF-Supported Energy Projects
  - Financing Energy Projects
    - Business Models from CFF Energy Projects
      - Mobilising private sector financing
      - Municipal financing
    - Challenges Accessing Financing for Energy Projects
    - Cities
      - Curitiba/Rio de Janeiro
      - Kuala Lumpur (DCS)
      - Mumbai
      - Jakarta
  - Equity and Inclusion in the Energy Sector
    - Embedding E&I Considerations in Project Preparation
    - E&I Best Practices from CFF Energy Projects
    - Cities
      - Quezon City
      - Rio de Janeiro (tbd)
  - Governance Structures and Regulatory Reforms
    - Institutional Arrangements for Energy Projects
    - Regulatory Reforms to Encourage City Investment in Energy Projects
    - Cities
      - Bogotá
      - Jakarta (tbd)
      - Dakar (tbd)
      - Cape Town (tbd)

- **Parallel Sessions 2**: Regional Exchanges/Roundtable
  *Presenter cities and participating organisations and/or cities will be grouped according to regions.*
  - Cities’ Challenges in Financing and Implementing Energy Projects
  - Enabling Environment for City-Led Energy Projects
  - Regulatory Reforms to Facilitate Investment in Cities’ Energy Projects

DAY 2
Morning
• Mumbai Political Handover (tbd)
  The CFF officially turns over the project to the city in a formal ceremony involving high-level officials from the city and the CFF’s funding partners. The event signals the end of the CFF’s support.

Afternoon
• Site Visit: Selected Pilot Depot of Mumbai’s CFF Project (tbd)
• Workshop Sessions: Business Case Toolkit (tbd)
• **Annex 2 - Business Case Toolkit Content**

**Gathering and Managing Data for Financial Modeling**
- Typical Data Requirements for Financial Modeling
- Challenges around Data Collection and Management
- Tools/Processes and Case Studies
  - Quezon City: Resource Administration Model and Tool on Financial Analysis and Evaluation
  - Jakarta: Data Gathering Tool and Process

**Savings from Energy Projects**
- Modeling Energy and Cost Savings Using CFF Tools
- Uses for Savings
  - Financing the Project
  - Embedding Equity and Inclusion Considerations in Financing
- Crafting Messages using Energy and Cost Savings
- Case Studies
  - Kuala Lumpur: Modelling Energy and Cost Savings and Crafting Messages (RE/EE and DCS)
  - Jakarta: Modelling Energy and Cost Savings

**Modeling and Communicating Benefits**
- Common Co-Benefits of Energy Projects
- CFF Modelling Tools
  - GHG Modeling Tool
  - Jobs Calculations
  - Health
- Case Studies

**Lessons and Experiences from Structuring PPP Agreements**
- Kuala Lumpur: City as a prosumer in district energy
- Rio de Janeiro: Implementing Brazil's First Power Purchase Agreement
- Mumbai: Adapting Bus Leasing to Solar PV
- Jakarta/Mumbai: Embedding E&I Actions in PPP Agreements
- Jakarta: Using Viability Gap Funding in PPP Agreements
### Annex 3 – List of CFF Energy Projects

<table>
<thead>
<tr>
<th>Phase</th>
<th>Project Name and City</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 2</td>
<td>Solar Energy on a Deactivated Landfill and Bus Stations Curitiba</td>
<td>The CFF supported the city of Curitiba to prepare the Curitiba More Energy project. It entails the installation of Solar Photovoltaic (PV) on a deactivated landfill and bus stations. By incentivising the generation and use of clean energy, the project increases the municipality’s renewable energy portfolio and decreases GHG emissions. In response to a lack of available land, the CFF helped the city to verify the suitability of solar PV systems, and assessed the legal, financial, and technical feasibility of these sites.</td>
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<td>Carioca Solarium – Solar Energy on a Deactivated Landfill Rio de Janeiro</td>
<td>In response to a lack of available land for the installation of solar panels, the CFF supported the city of Rio de Janeiro to implement solar photovoltaic (PV) systems on a deactivated landfill. The project was implemented in 2021 and 2022.</td>
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<td>Solarising Public School Rooftops in Quezon City Quezon City</td>
<td>The Quezon City (QC) Government aspires to build a liveable and green city for its ~3 million inhabitants. With the support of the CFF, the QC Government has identified financing for the installation of solar PV systems on 50 public school rooftops throughout the city. The project will help reduce GHG emission by minimizing consumption of electricity from fossil fuelled power plants. It will also result in savings for the schools through lower electricity bills, which in turn can be used to fund educational projects and equipment.</td>
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<tr>
<td>Phase 3</td>
<td>Improving energy performance of hospitals for a green and just recovery Jakarta</td>
<td>The City of Jakarta, working with the CFF, will deploy rooftop solar panels, alongside energy efficiency measures, in 28 public hospitals. This project aims to reduce the reliance of public hospitals in Jakarta on fossil fuels, which currently provide more than 92% of the city’s energy. By using clean energy sources, this project will reduce greenhouse gas emissions and decrease energy costs.</td>
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<td></td>
<td>Reducing greenhouse gases by improving the energy efficiency of public buildings</td>
<td>The City of Kuala Lumpur, working with the CFF, will develop energy efficiency and renewable energy solutions in 27 public buildings</td>
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<tr>
<td>Location</td>
<td>Description</td>
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</tr>
<tr>
<td>Kuala Lumpur</td>
<td>buildings. This will include installing solar PV panels and completing energy audits, which will reduce greenhouse gas emissions, decrease operating costs from the municipal budget, and showcase the viability of energy projects.</td>
<td></td>
</tr>
<tr>
<td><strong>Cooling the city's buildings with river water</strong> Kuala Lumpur – DCS</td>
<td>The City of Kuala Lumpur, working with the CFF, will improve the energy efficiency of two public buildings – Kuala Lumpur City Hall (KLCH) Towers 1 and 2 with a District Cooling System (DCS) project. This innovative solution will help KLCH achieve its target of up to 70% reduction of greenhouse gas emissions by 2030, powering its green and just energy transition.</td>
<td></td>
</tr>
<tr>
<td><strong>Powering Mumbai's electric bus fleet with solar energy</strong> Mumbai</td>
<td>The City of Mumbai, through a project led by BrihanMumbai Electric Supply and Transport (BEST) and in collaboration with the C40 Cities Finance Facility, will install solar PV panels on the rooftops of 27 bus depots and surrounding areas to decarbonise the grid. The renewable electricity produced will power Mumbai's fast-growing electric bus fleet.</td>
<td></td>
</tr>
<tr>
<td><strong>Decarbonising municipal buildings through energy efficiency and solar energy</strong> Dakar</td>
<td>The City of Dakar, working with the CFF, will improve energy efficiency and implement renewable energy solutions in 23 building complexes, as well as install a battery energy storage system in one of the complexes, to significantly reduce the City's energy bill and greenhouse gas emissions, thereby improving air quality across the Greater Dakar region.</td>
<td></td>
</tr>
<tr>
<td><strong>Decarbonising the city's grid through solar farming and efficiency measures</strong> Cape Town</td>
<td>The City of Cape Town, working with the CFF, will install a city-owned, large-scale solar power plant - the first of its kind in South Africa. Additionally, the city will develop a business case to achieve net-zero carbon municipal buildings in Cape Town by 2030.</td>
<td></td>
</tr>
<tr>
<td><strong>Energy efficiency and renewable energy on public buildings</strong> Bogotá</td>
<td>The City of Bogotá is partnering with the CFF to search for innovative business solutions to improve energy efficiency and install PV systems in a selection of public buildings, thereby helping to reduce GHG emissions in the sector.</td>
<td></td>
</tr>
</tbody>
</table>
**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 [_______] (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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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].

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.

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2Include 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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3Include 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.[4]

11. Non-Disparagement and Non-Disclosure. Service Provider recognizes and agrees that as a result of its engagement by C40, it is assuming a position of confidence and trust and as such will not in any way defame, disparage, libel or slander C40 and/or its respective directors, officers, owner(s), affiliates, associates and related entities, and will not, during the Term or thereafter, contact, respond to any request from, or in any way discuss C40 and/or its respective directors, officers, owner(s), affiliates, associates or related entities with any news provider or other media (print, television or otherwise). [Nothing in this provision is intended to affect the Service Provider’s ability to give commentary in the academic context.]5

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

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

5 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 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.

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.