REQUEST FOR PROPOSALS

Delivery of sector-specific finance content on waste and energy/buildings at CFF event, June 24-27

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1. Introduction

C40 Cities Finance Facility

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

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

- **Finance readiness**: Cities are enabled to prepare finance-ready climate action project proposals that contribute to a green and just recovery from the COVID-19 pandemic. This is measured through the completion of project proposals that reflect international standards and through proposals which address equity and inclusion recommendations.

- **Linking to finance**: Cities are enabled to link their projects with finance. This is measured through the presentation of completed project proposals to representatives of financing institutions and through the negotiation of contractual documents for project implementation with finance or operating partners.

- **Replication and upscaling**: Cities’ individual and organisational capacity needed to scale-up or replicate climate action projects has been improved. This is measured through the independent application of CFF products or standardised practices by cities in the preparation process of additional or upscaled climate action projects and through the documentation of learnings from knowledge dissemination events and workshops.

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

C40 is a network of nearly 100 mayors of the world’s leading cities working to deliver the urgent action needed right now to confront the climate crisis and create a future where everyone, everywhere, can thrive. Mayors of C40 cities are committed to using a science-based and people-focused approach to help the world limit global heating to 1.5°C and build healthy, equitable and resilient communities. We work alongside a broad coalition of representatives from labour, business, the youth climate movement and civil society to support mayors to halve emissions by 2030 and help phase out fossil use while increasing urban climate resilience and equity.

The current co-chairs of C40 are Mayor Sadiq Khan of London, United Kingdom, and Mayor Yvonne Aki-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.

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**2. Background and objective of the assignment**

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

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

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

This curriculum has been delivered as part of an overall learning programme called the City Academy on Finance and Equity (CAFE), which aims to equip city officials with useful concepts, approaches and tools to plan sustainable and equitable infrastructure projects.
2.2. Objective and expected outcomes

The CFF is looking for a consultant to deliver a series of previously developed resources on (1) waste finance and (2) energy and buildings finance during the upcoming City Academy on Finance and Equity in Casablanca, Morocco, on June 24-27. See Annex 1 for a draft list of contents.

This delivery includes up to 8 hours of presentations, in 2 parallel sessions. Mode of delivery (virtual vs in-person) is to be agreed following consultation with the consultants and the cities.

2.2. Context and list of cities

The resources are designed to be shared to the following cities, which are all - with the exception of Casablanca - being supported by the City Climate Finance Gap Fund (Gap Fund):

- Casablanca (Morocco)
- Zenata (Morocco)
- Nyamira (Kenya)
- Makindye (Uganda)
- La Marsa, Carthage, Sidi Bou Said (Tunisia)
- Ojodu (Nigeria)
- Nikšić (Montenegro)
- Elbasan (Albania)

With this partnership, the CFF aims to share proven capacity development tools and approaches with Gap Fund partner cities, with the overarching goal to promote greater alignment in how cities are supported in the development of climate infrastructure projects throughout the whole project cycle.

2.3 Draft agenda

See below for the draft agenda of the event. Please note that the expected delivery is on June 26th, see sections in **bold**. The consultant is not expected to contribute to the agenda outside of the sections in **bold**. All timings are to be confirmed.
### Agenda - Day 1 - All times Morocco GMT +1

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>08:30-08:00</td>
<td>Registration</td>
</tr>
<tr>
<td>09:00-10:00</td>
<td>CAFE: Official opening and welcome</td>
</tr>
<tr>
<td>10:00-10:15</td>
<td>Break</td>
</tr>
<tr>
<td>10:15-10:55</td>
<td>Introduction to the CAFE</td>
</tr>
<tr>
<td>10:55-11:10</td>
<td>Icebreaker and introductions: Get to know the participants!</td>
</tr>
<tr>
<td>11:10-11:50</td>
<td>Exercise: Get to know the projects!</td>
</tr>
<tr>
<td>11:50-12:20</td>
<td>Gallery walk through the projects</td>
</tr>
<tr>
<td>12:20-13:50</td>
<td>Lunch</td>
</tr>
<tr>
<td>12:20-13:50</td>
<td>Lunch</td>
</tr>
<tr>
<td>13:50-14:10</td>
<td>Introduction to the urban climate finance</td>
</tr>
<tr>
<td>14:10-15:00</td>
<td>Municipal finance: Main concepts and instruments</td>
</tr>
<tr>
<td>15:05-15:20</td>
<td>Break</td>
</tr>
<tr>
<td>15:20-16:10</td>
<td>Enabling factors and decision-making</td>
</tr>
<tr>
<td>16:10-16:50</td>
<td>Group exercise</td>
</tr>
<tr>
<td>16:50-17:00</td>
<td>Closing</td>
</tr>
</tbody>
</table>

### Agenda - Day 2 - All times Morocco GMT +1

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>08:45-09:00</td>
<td>Registration</td>
</tr>
<tr>
<td>09:00-09:30</td>
<td>Opening, recap, and ice-breaker</td>
</tr>
<tr>
<td>09:30-10:10</td>
<td>Introduction to E&amp;I</td>
</tr>
<tr>
<td>10:10-11:00</td>
<td>City Project Board exercise - E&amp;I challenges and opportunities</td>
</tr>
<tr>
<td>11:00-11:15</td>
<td>Break</td>
</tr>
<tr>
<td>11:15-11:46</td>
<td>Introduction to community engagement</td>
</tr>
<tr>
<td>11:45-12:30</td>
<td>City Project Board exercise - Actors and strategies</td>
</tr>
<tr>
<td>12:30-13:45</td>
<td>Lunch</td>
</tr>
<tr>
<td>13:45-17:00</td>
<td>Site visit (x2)</td>
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### Agenda - Day 3 - All times Morocco GMT +1

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<thead>
<tr>
<th>Time</th>
<th>Activity</th>
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<tbody>
<tr>
<td>08:45-09:00</td>
<td>Registration</td>
</tr>
<tr>
<td>09:00-09:20</td>
<td>Introduction; recap; ice-breaker</td>
</tr>
<tr>
<td>09:20-10:00</td>
<td>E&amp;I in the Waste sector</td>
</tr>
<tr>
<td>10:00-11:00</td>
<td>E&amp;I in the Energy &amp; Buildings sector</td>
</tr>
<tr>
<td>10:05-11:00</td>
<td>Exercise: Donkey, Horse, Unicorn</td>
</tr>
<tr>
<td>11:00-11:15</td>
<td>Break</td>
</tr>
<tr>
<td>11:15-12:00</td>
<td>Intro on business models and instruments</td>
</tr>
<tr>
<td>12:00-12:45</td>
<td>Municipal finance sources (Waste)</td>
</tr>
<tr>
<td>12:45-13:45</td>
<td>Municipal finance sources (E&amp;B)</td>
</tr>
<tr>
<td>13:45-14:30</td>
<td>Lunch</td>
</tr>
<tr>
<td>14:30-15:30</td>
<td>Public finance sources (Waste)</td>
</tr>
<tr>
<td>15:30-16:15</td>
<td>Private finance sources (Waste)</td>
</tr>
<tr>
<td>16:15-17:00</td>
<td>Business models (Waste)</td>
</tr>
<tr>
<td></td>
<td>Exercise: Donkey, Horse, Unicorn</td>
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### Agenda - Day 4 - All times Morocco GMT +1

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
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</thead>
<tbody>
<tr>
<td>08:45-09:00</td>
<td>Registration</td>
</tr>
<tr>
<td>09:00-09:30</td>
<td>Opening, recap, and ice-breaker</td>
</tr>
<tr>
<td>09:30-10:45</td>
<td>City Project Board exercise - Visioning</td>
</tr>
<tr>
<td>10:45-11:00</td>
<td>Break</td>
</tr>
<tr>
<td>11:00-11:40</td>
<td>Project preparation</td>
</tr>
<tr>
<td>11:40-12:45</td>
<td>Exercise - Applying to project preparation facilities</td>
</tr>
<tr>
<td>12:45-14:00</td>
<td>Lunch</td>
</tr>
<tr>
<td>14:00-14:15</td>
<td>Ice-breaker</td>
</tr>
<tr>
<td>14:15-15:00</td>
<td>World CAFE – Learn about other cities’ projects!</td>
</tr>
<tr>
<td>15:00-16:00</td>
<td>Closure – next steps, evaluation, and final reflections</td>
</tr>
</tbody>
</table>
3. Activities and deliverables

Activity 1: Agenda development and finalisation

This task involves reviewing the slides and the agenda, confirming the assignment’s goals and scope and agreeing on mode and format of delivery. It also includes establishing a project management framework, such as communication and reporting structures, and rounds of review/feedback.

**Deliverable 1**: Confirmed agenda and materials

Activity 2: Delivery

This task involves delivering the materials as per the agreed agenda.

**Deliverable 2**: Up to 8 hours of presentation, across 2 parallel sessions

Draft timeline

<table>
<thead>
<tr>
<th>#</th>
<th>Activity</th>
<th>Indicative dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Agenda development and finalisation</td>
<td>20 June</td>
</tr>
<tr>
<td>2</td>
<td>Delivery</td>
<td>26 June</td>
</tr>
</tbody>
</table>

4. Minimum requirements

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

The following qualifications must be met:

- Demonstrable experience in:
  - Working on infrastructure projects in cities in the (1) energy and buildings sector, and (2) the waste sector (specifically, related to the formalisation of waste collection), across different developing countries and emerging economies, together with local governments, public agencies, the private sector and civil society.

- Significant knowledge of:
- The (1) energy and buildings sector and (2) the waste sector (specifically, related to the formalisation of waste collection), especially related to different financing approaches and business models at cities’ disposal to implement projects in these sectors.
- Municipal finance, development finance, climate finance and project finance. This should apply across all sectors listed above.
- Inclusive and equitable financing options in the named sectors.
- Urban development in developing countries and emerging economies. Knowledge of climate change and its impacts on the above is also expected.

- Excellent English, written and spoken. Knowledge of other relevant languages (e.g., Spanish, Portuguese, French) is desirable – it may be needed to review case studies and literature - but not required.

Translation should NOT be included in your proposal. The CFF will employ technical translators and interpreters to make the resources accessible to non-English speaking city officials – this includes French.

**Supplier Diversity**

C40 is committed to supplier diversity and inclusive procurement through promoting equity, diversity and inclusivity in our supplier base. We believe that by procuring a diverse range of suppliers, we get a wider range of experiences and thoughts from suppliers and thus are best able to deliver to the whole range of our diverse cities and the contexts that they operate within. We strongly encourage suppliers (individuals and corporations) that are diverse in size, age, nationality, gender identity, sexual orientation, majority owned and controlled by a minority group, physical or mental ability, ethnicity and perspective to put forward a proposal to work with us.

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

**5. Format for responses**

Responses must include:

1. 1-page explanation of how you will deliver the project, including your proposed approach and methodology, to be included in the proposal.
2. Examples of any relevant experience, to be included in the proposal.
3. Explanation of the team structure.
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), inclusive of any taxes.

5. Confirmation that the service provider will comply with C40’s ‘Contractual flowdown requirements’ found in Annex 5. Please note that it is a requirement of the CFF’s funding that these be agreed to and followed; there is no scope for changes or amendments.

The documents should be in PDF format and must be in English. The proposal – which should explain how you will deliver the project – should be a maximum of 3 pages, excluding appendices and CVs.

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

- **Relevant experience and expertise (40%)**
  - Technical expertise and previous experience of the team against the minimum requirements outlined in Section 4.

- **Understanding of the assignment (30%)**
  - Robustness of the methodology and quality of the project proposal.

- **Team structure (15%)**
  - A clear composition of team and respective tasks, based on a strong project management structure and commitment to equity, diversity and inclusion as a team/organisation.

- **Value-for-money (15%)**
  - Proposals meet the project’s requirements at minimised and reasonable cost.

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

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

Please submit your proposal by 5pm (GMT - London) on **12 June 2024**, using the subject heading “CFF RFP – Delivery of sector-specific finance content on waste and energy/buildings at CFF event, June 24-27 – SUBMISSION” to:

- Aris Moro (amoro@c40.org)

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

All costs incurred in connection with the submission of this RFP are non-refundable by C40.

This assignment may require travel, if the consultant is able / willing to travel to the site of the event (i.e., Casablanca, Morocco). If the service provider sees value in this and foresees needing to incur any additional expenses, then these should be included as part of the bid.

### 7. Timeline of procurement

<table>
<thead>
<tr>
<th>RFP Timeline</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals sent out</td>
<td>3 June 2024</td>
</tr>
<tr>
<td>Deadline of questions submitted to C40</td>
<td>7 June 2024</td>
</tr>
<tr>
<td>C40 responds to questions</td>
<td>10 June 2024</td>
</tr>
<tr>
<td>Deadline for receiving offers</td>
<td>12 June 2024</td>
</tr>
<tr>
<td>Evaluation of proposals</td>
<td>13 June 2024</td>
</tr>
<tr>
<td>Selection decision made</td>
<td>14 June 2024</td>
</tr>
<tr>
<td>All potential suppliers notified of outcome</td>
<td>14 June 2024</td>
</tr>
</tbody>
</table>

### 8. Contracting

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

All contracting and invoicing will be handled through:

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

9. Disclaimer

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

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

C40 intends to enter into the form of contract attached as Annex 4 and entitled Service Provider Agreement with the winning bidder(s). These terms and conditions are accepted as drafted by the majority of our suppliers and we reserve the right to penalise your bid on the basis of non-acceptance of terms. If you do wish to include any requested amendments with your proposal, please do not mark up the document in tracked changes but provide a separate document for review setting out clearly your rationale for the change. The winning bidder(s) may propose amendment using this Negotiation Table to the contract or the use of their own Terms of Service (or similar), subject to C40's internal contract approval process.

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

10. Term of Assignment

The assignment is planned to run from 14 June 2024 to the end of June 2024.

The Term may be extended upon the written approval of both Parties.
Annex 1 - List of contents of materials to be used in the upcoming City Academy on Finance and Equity (CAFE)

Disclaimer: Sections in italics are not currently available but have been identified as gaps by the CFF team. The consultant will not be responsible for their delivery. Development of those sections is being discussed internally and may not happen in time for the event.

<table>
<thead>
<tr>
<th>Waste</th>
<th>Energy and Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business model overview</strong></td>
<td><strong>Business model overview</strong></td>
</tr>
<tr>
<td>● What is a business model?</td>
<td>● What is a business model?</td>
</tr>
<tr>
<td>● Definitions of CAPEX, OPEX, revenue, savings</td>
<td>● Definitions of CAPEX, OPEX, revenue, savings</td>
</tr>
<tr>
<td>● Business model 1: Municipal-led SWM service provision</td>
<td>● EE business models: (1) City as financier and (2) equity finance</td>
</tr>
<tr>
<td>● Business model 2: Public private partnership (PPP)</td>
<td>● RE business models: (1) City as owner, (2) city as buyer, (3) city as aggregator</td>
</tr>
<tr>
<td>● Business model 3: Franchising</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Municipal revenue options</th>
<th>Municipal revenue options</th>
</tr>
</thead>
<tbody>
<tr>
<td>● Key actors: municipal govt, national govt, specialist agencies</td>
<td>● Key actors: municipal govt, national govt, specialist agencies</td>
</tr>
<tr>
<td>● Financial instruments:</td>
<td>● Financial instruments:</td>
</tr>
<tr>
<td>o Intergovernmental transfers / taxes e.g., Balangoda</td>
<td>o Intergovernmental transfers e.g., Santiago</td>
</tr>
<tr>
<td>o Municipal-led SWM service provision e.g., Cajicá</td>
<td>o Taxes e.g., Quezon City</td>
</tr>
<tr>
<td>o User fees, land use charges e.g., Pune</td>
<td>o Tax incentives e.g., Salvador</td>
</tr>
<tr>
<td>● Municipal revenue options: Advantages and disadvantages</td>
<td>● Municipal revenue options: Advantages and disadvantages</td>
</tr>
<tr>
<td>● How to consider equity and inclusion</td>
<td>● How to consider equity and inclusion</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public sector and concessional finance options</th>
<th>Public sector and concessional finance options</th>
</tr>
</thead>
</table>
- Key actors: Development Finance Institutions, climate funds
- Financial instruments:
  - Grants e.g., Battambang
  - Concessional loans e.g., Binh Duong
  - De-risking e.g., W2E investments
- Public/international finance: Advantages and disadvantages
- How to consider equity and inclusion

Private finance options
- Key actors: Banks, institutional investors, funds, companies, households
- Financial instruments:
  - Commercial loans e.g., Kanifing
  - Franchising e.g., Accra
  - Equity finance e.g., Lahore and Tshwane
- Private finance options: Advantages and disadvantages
- How to consider equity and inclusion

Private finance options
- Key actors: Development Finance Institutions, climate funds
- Financial instruments:
  - Grants e.g., CFF support to Mumbai
  - Concessional loans e.g., Seoul
  - Guarantees e.g., BNDES
  - Equity e.g., CTF and concentrated solar power in Morocco
- Public/international finance options: Advantages and disadvantages
- How to consider equity and inclusion

Private finance options
- Key actors: Banks, institutional investors, companies, households
- Financial instruments:
  - Commercial loans e.g., example
  - Equity finance e.g., SPV model for Curitiba?
  - Concession e.g., Rio de Janeiro?
  - PPP with ESCO?
  - Bonds e.g., Mexico City
- Private finance options: Advantages and disadvantages
- How to consider equity and inclusion
Annex 2 – 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.

3Include 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.

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2Include if applicable (e.g., if SP will be working out of C40/Bloomberg office).
Service Provider irrevocably appoints C40 as its true and lawful attorney-in-fact to execute and deliver any such instruments or documents if Service Provider fails or refuses to do so.

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

(C) **Third-Party Materials.** If Service Provider wishes to incorporate any elements owned by third parties (“Third-Party Materials”) into any Work Product, Service Provider will obtain C40’s prior written consent and obtain in writing, on C40’s behalf, a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the Third-Party Materials as part of the Work Product in any medium now 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.]³

9. **Representations, Warranties and Covenants.**

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

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

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

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

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

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

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³Include if C40 needs to give SP trademark license to perform Services.
employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and will remain in compliance during the Term;

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

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

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

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

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

(B) At any time, C40 may request Service Provider to present copies of Service Provider’s programs, policies and/or documentation as to any training provided by Service Provider to its Personnel.

10. **Indemnity; Insurance.**

(A) **Indemnity.** Service Provider will indemnify, protect, and hold harmless C40 and its affiliates, and their respective Personnel (collectively, “Indemnities”) against all liability, damages, judgments, costs, fines, penalties, interest and expenses (including reasonable legal and professional fees and similar disbursements incurred in any action or proceeding), to which the Indemnities 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.]  

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

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4 To be included only in the case of outsourcing services.
entities with any news provider or other media (print, television or otherwise). [Nothing in this provision is intended to affect the Service Provider’s ability to give commentary in the academic context.]

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

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

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

15. **Miscellaneous.**

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

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

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

If to C40:

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

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5 Only include if service provider is an academic or scientific institution.
If to Service Provider: [insert information]

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

(E) **Waiver.** Any waiver must be in writing and signed by a party. A waiver in one instance will not be considered a continuing waiver or a waiver in another instance, whether similar or different. No failure or delay in exercising any right, power, or privilege will operate as a waiver, nor will any single or partial exercise of right, power, or privilege 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 {date of the original SPA} by and between C40 CITIES CLIMATE LEADERSHIP GROUP INC., a Delaware non-profit corporation (“C40”), and {supplier’s legal name as used in the SPA} (“Service Provider”).

1. **Scope of Work**

   [Explain the services in detail and provide a milestone timeline allowing for C40 review. Try and use clear language in the active voice, particularly where you want there to be a clear requirement for the supplier to deliver. Please define any abbreviations you use. More drafting guidance can be found in Section 5 of the Procurement Manual. Please also delete these instructions.]

2. **Term**

   [Provide a clear timeframe of the services, being careful to ensure you do not exceed the term of any grant agreement funding this work. Any additional due dates should go in the Scope of Work above. Please also delete these instructions.]

   Start date:

   End date:

3. **Fees**

   [Include the basis you will pay the supplier on, e.g. X amount per hour/day capped at Y (time and expenses), X amount per deliverable (milestones), a fixed fee of X for all services etc. Please keep the fees in the currency agreed with the supplier and make sure they are inclusive of all tax. Please also delete these instructions.]

4. **Payment Schedule**

   [Include the timeline on which we will pay the supplier - a one-time payment, monthly invoices, on the completion of milestone deliverables (etc). Upfront payment is discouraged. C40 does not pay more than once a month. Please also delete these instructions.]
Payments are made within 30 days of C40 approving an invoice and subject to satisfactory delivery of the services as approved by C40.

5. **Location of Services**

*(Choose only one of the two statements below as applicable and delete the incorrect one. Please also delete these instructions.)*

The Services shall be entirely performed **outside** the United States of America. By undertaking the work described in this SOW, the Service Provider certifies that no services will be provided within the US.

**-OR-**

The Services shall be performed in whole or in part in the United States of America. As all or a portion of the work under this SOW will be performed within the US, the Service Provider confirms they have provided C40 with the appropriate US IRS Tax Form.

6. **USA Tax Status**

*(Choose only one of the two statements below as applicable and delete the incorrect one. Please also delete these instructions.)*

By accepting this SOW, the Service Provider hereby warrants that they have declared to C40 cities that they are **not** a US citizen or tax resident and are not liable for worldwide US taxation with respect to the payments paid hereunder.

**-OR-**

By accepting this Statement of Work, the Service Provider hereby warrants that they are a US citizen or tax resident and are liable for US taxation with respect to the payments paid hereunder and will provide the appropriate US IRS Tax Forms to C40 prior to receiving payment in connection with this Statement of Work.

7. **C40 Staff Point of Contact**

(name)

(email)

8. **Donor Flowdown Requirements**

C40 Cities Finance Facility
Where a project is funded by one or more restricted grants, donors may have additional requirements that apply in addition to the standard SPA requirements. The Budget Manager should have received a schedule of these from the Grants team at kick-off and should ensure they are attached to all SOWs funded by that grant.

The Service Provider will comply with any additional donor requirements set out in the Schedule of Donor Requirements attached to this SOW as if they were an integral part of the Contract between the Parties.

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: _______________________________________
Name:  
Title: 
Date: 

[Service Provider's legal name]

By: _______________________________________
Name: [authorized signer name]  
Title: [title of authorized signer]  
Date:  

C40 Cities Finance Facility
SCHEDULE OF AMENDMENTS

{Attach this page only if any of our standard SPA clauses are to be amended.
Please also delete these instructions.}

By mutual agreement between the Parties, the Service Provider Agreement dated {original SPA date} by and between C40 CITIES CLIMATE LEADERSHIP GROUP INC., a Delaware non-profit corporation (“C40”) and {supplier's legal name} (“Service Provider”) is varied as follows for the purposes of Statement of Work executed on {date of SOW signature}.

Clause X

Clause X shall read as follows / The following text shall be removed from Clause X / The following additional text shall be read as included in Clause X / The following paragraph shall be added to Clause X:

Amended text

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By:____________________________
Name:
Title:
Date:

{Service Provider’s legal name}

By:____________________________
Name:
Title:
Date:
Annex 3 – Contractual flowdown requirements

Schedule of Donor Requirements

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

The Parties recognise and agree that the [insert RFP/SOW title used to refer to this particular work] Statement of Work 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

C40 Cities Finance Facility
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 retain for ten years after the end of the 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.

10. Supporting documentation and invoices are to be submitted in German, English, French or Spanish or a translation into one of these languages.

**Sub-Contracting**

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

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

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

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

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

   11.5. Procurement shall comply with the relevant sustainability standards.

12. At the request of C40 or GIZ the Service Provider shall provide evidence of the proper implementation of the contract award procedures.
13. 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.

14. 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.

15. 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

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

16.1. Financing terrorism and compliance with embargoes - per the European Investment Bank's (“EIB”) requirements;

The Service Provider shall not use the remuneration received from C40 to make any financial resources or other economic resources available, either directly or indirectly, to third parties that are on Sanctions Lists.

For the purpose of this Agreement, Sanctions Lists are any economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures (including, in particular but not limited to, measures in relation to the financing of terrorism) enacted, administered, implemented and/or enforced from time to time by any of the following:

a) the United Nations, including, inter alia, the United Nations Security Council;

b) the European Union, including, inter alia, the Council of the European Union and the European Commission, and any other competent bodies/institutions or agencies of the European Union;

c) the government of the Federal Republic of Germany, including inter alia the Federal Ministry for Economic Affairs and Climate Action;

d) the government of the United Kingdom, and any department, division, agency, office or authority, including, inter alia, the Office of Financial Sanctions Implementation of His
For the purpose of this Agreement, the Exclusion List of the EIB, as published on the EIB’s website from time to time, shall be considered as a Sanctions List.

When executing the contract, the Service Provider may enter into and/or maintain business or contractual relationships only with third parties that are reliable and to whom no statutory ban on doing business or entering into contracts applies.

The Service Provider shall notify C40 and GIZ without delay and of its own volition if the contractor, a member of its official managing body and/or other administrative bodies, its shareholders and/or its employees should be placed on Sanctions Lists as defined above. The same shall apply if the Service Provider becomes aware of an event that results in the inclusion of aforementioned individuals on such a list.

The Service Provider shall notify C40 and GIZ without delay and of its own volition of any violation of the provisions of the present section 1.11. C40 and GIZ’s rights pursuant to Sections 5 and 6 of these Terms and Conditions remain unaffected.

16.2. Money laundering
16.3. Bribery

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

18. 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, EU or the Federal Republic of Germany.

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

20. 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.
21. 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.

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

22.1. International human rights conventions;

22.2. The International Labour Organisations declaration of 1998 and

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

23.1. The protection of children;

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

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

23.4. The promotion of equal opportunities for all genders.

24. 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.

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

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

25.2. Is in full compliance with international environmental law;

25.3. Minimises emissions of greenhouse gases

25.4. Avoids or reduces unintended adverse impacts on:

25.4.1. The environment;

25.4.2. Climate protection;

25.4.3. Adaptation to climate change;

25.4.4. Human rights;

25.4.5. Contexts characterised by fragility and violence;
25.4.6. Gender equality;

25.4.7. Harassment and abuse.

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

27. 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

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

29. 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.

30. 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.

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

Data Protection

32. 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).

33. 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

34. 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 information about the possibility of returning to normal conditions must be provided as soon as possible.

**Communications and Visibility**

35. 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.

36. 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.

Accordingly, the Service Provider will not take any action in violation of this policy, and will not, through any act or omission, cause the counterparty to violate this policy.