

REQUEST FOR PROPOSALS

Inclusive Climate Action workshop materials

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1. Introduction

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 limit global heating in line with the Paris Agreement 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-Sawyers 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 two strategic funders: Bloomberg Philanthropies 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](#).

C40 Cities Finance Facility

The [C40 Cities Finance Facility](#) (CFF) is a project preparation facility that supports cities in preparing and implementing sustainable infrastructure projects. By linking infrastructure projects to finance and providing cities with the ongoing support and expertise they need, CFF turns resilient and inclusive climate action plans into real projects that make a real difference to people's lives.

Launched at COP21 in Paris in December 2015, CFF is jointly implemented by C40 and the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. CFF was selected as a winner of the 2020 United Nations Global Action Award in the category "Financing for Climate Friendly Investment".

From Mumbai to Medellín, Durban to Dakar, CFF has partnered with 30 cities across 4 regions, supporting 38 transformative projects in key climate action areas: nature-based solutions, renewable energy and buildings, sustainable mobility, water and waste management. By 2030, the C40 Cities Finance Facility aims to reduce over 2.5 million tons of CO₂ emissions, enhance the climate resilience of 2 million people, and leverage over US\$1 billion in climate finance.

On 4 November 2025, CFF announced four new cities which will receive support in its current phase (2024-2027) to turn their ambitious climate plans into tangible, finance-ready infrastructure projects. They join current partner cities Mbombela and Johannesburg (South Africa), where CFF's support will continue until mid-2026. The four new partner cities are:

- Resilient urban watersheds in Belo Horizonte, Brazil;
- Nature-based urban regeneration in São Paulo, Brazil;
- Solar-powered e-buses in Rabat, Morocco;
- Clean ferries in Cartagena, Colombia.

Although the initiative is implemented jointly with Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH, **this RfP will be contracted and primarily managed by C40.**

2. Background for the assignment

2.1 CFF's Inclusive Climate Action framework

The climate crisis affects everyone, but its impact – both between cities in different parts of the globe and within each city – is unequal. Some people and communities, such as women, disabled people, low-income groups, or those working in the informal economy (see non-exhaustive list below), are more at risk. Many challenges in Global South cities – such as informal employment and housing, migration, and gender inequality – also intersect with the climate crisis.

Inclusive Climate Action (ICA) is a framework used by CFF to ensure climate action is designed with fairness at the heart so the benefits reach everyone, especially those hit hardest by climate impacts. Implementing inclusive climate policies and actions presents a powerful opportunity for cities to empower local communities in climate decision-making. Implementation of climate action has wide-ranging benefits, which can and should be distributed fairly.

CFF integrates this framework into its operations and partnerships with cities because ICA helps build public trust, grow local economies and ensures all communities thrive. Urban infrastructure projects such as those supported by CFF can have a significant impact on people's lives, but the effects are not always equal. The impact, both positive and negative, must be considered for all communities, including marginalised communities such as (but not limited to):

- Women
- Low-income groups
- Informal settlement dwellers / workers
- Racial / ethnic / religious minorities
- Migrants
- Elderly, youth and children
- People with disabilities
- Outdoor / temporary workers

CFF adopts C40's three pillars of inclusive climate action as part of its framework (see [C40's Implementation Guide](#) for more details). These pillars are:

1. Inclusivity of **process**
 - Engagement of a wide range of communities and stakeholders, with a particular focus on increasing participation and involvement of those more at risk.
2. Inclusivity of **planning**
 - Fair and equitable outcomes through thoughtful and intentional design of policies and actions that deliver inclusive projects.
3. Inclusivity of **impact**
 - Equitable distribution of the impacts of climate programmes, actions and policies together with indicators that can monitor and evaluate this impact.

CFF embeds ICA throughout its support to cities and beyond. This includes, for example:

- A needs assessment workshop, which brings together the city, civil society, and relevant communities to analyse the project's engagement processes and outcomes;
- Enabling cities to engage communities affected by their projects, encouraging participatory approaches to infrastructure development;
- Technical assistance, for example: baseline assessment of relevant regulations and policies, analysis of the proposed project's impact on specific communities, and suggestions to embed equity in the design of proposed infrastructure;
- Integration of an ICA focal point in the city administration to sit on the project implementation unit and relevant activities to empower them;
- Communicate the ICA-relevant achievements of CFF partner cities and leverage impact through global outreach, events, and partnerships.

In each city, CFF tailors its ICA support based on the city's needs, interests and the project's risk profile.

2.2 Background information: City Academy on Finance and Equity

Cities often have limited capacity to assess different sources of financing for climate projects and to develop complex financing models for said projects. Cities also need support to conceptualise and plan climate infrastructure projects that are equitable and inclusive.

To address this need, the CFF team has developed a comprehensive curriculum of resources focused on (1) infrastructure finance and (2) inclusive climate action. The development of this curriculum has been the subject of previous consultancy assignments. This curriculum has been delivered as part of an overall learning programme called the **City Academy on Finance and Equity (CAFE)**, which aims to equip city officials with useful concepts, approaches and tools to plan sustainable and equitable infrastructure projects. The CAFE content has also been compiled into a

[workbook](#) for self-learning. Please see more information on the materials delivered in the CAFE in Annex 1.

The target audience of the CAFEs is senior municipal officials from the Global South with technical, finance, and citizen engagement/social welfare responsibilities.

3. Objective of the assignment

CFF is looking for a **consultant/team of consultants** (hereafter referred to as ‘the consultant’) to support CFF in strengthening its ICA materials for the CAFE.

Activity 1: Development of ICA case studies for CAFE

The existing material on Inclusive Climate Action for the CAFEs contains a number of case studies. However, they tend to not go into sufficient detail. CFF would like to develop more in-depth case studies, which should provide, as appropriate:

- an understanding of the local context and the problem the city wishes to tackle;
- an understanding into the successes of the city’s ICA approach;
- insight into challenges that were faced, how they were approached, and what challenges remain;
- insight into how different groups continue to interact with infrastructure projects;
- lessons learnt by the city in the process of their ICA work; and
- advice the city could provide to other cities preparing similar infrastructure projects in regards to ICA.

The case studies should complement the ICA-specific theoretical content of the CAFE, and explain how the ideas presented play out against different practical constraints. The consultant should thus review the CAFE materials and collaborate with the CFF team to identify potential case studies, which are likely to be predominantly taken from projects supported by CFF. The case studies should cover CFF’s regions and sectors.

CFF will work together with the consultants to arrange interviews with those who work or have worked on the project, be they city officials, current and former CFF staff, and others. CFF will also provide relevant documentation as needed. The consultants will use these interviews and supporting documentation, with supplementary desk research, to develop the case studies for the CAFE.

Deliverable 1: Draft case studies, outlining the structure and approach, for review by CFF team.

Deliverable 2: Full case studies slides, integrated in CAFE materials. These slides should include extensive slide notes, or supplementary documents, ensuring that the person delivering the material can get a deep understanding of the case study, to be able to field questions and go beyond the material on the slide.

Activity 2: Strengthening materials on the intersection of ICA and finance

Existing materials on the intersection between ICA and finance focus on considering the implications of each financing mechanism and business model for equity and inclusion. Other materials from the Financing Inclusive Climate Action Academy on this topic can be found in Annex 1 (in Spanish only). CFF is also developing an e-learning training on IFC Performance Standards, which will be ready in Q1 2026. CFF would like to build on this to:

- integrate ICA considerations and costs into cities' business models, and
- create an exercise encouraging city officials to respond to financial institutions' requirements.

This should constitute a 60-minute interactive session, with a 30-min exercise. This material should be engaging, interactive, and tailored to the audience, presented in a clear, coherent way, with space for peer-to-peer learning. Case studies developed in Activity 1 should also be used in this session.

Deliverable 3: Session and exercise materials, including slides, speaker notes, and template exercise.

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/consultants. The following qualifications must be met:

- Demonstrable experience in:
 - Working in the nexus of equity, inclusivity and climate change in cities, across different developing countries and emerging economies (ideally in Africa, Latin America, South Asia and Southeast Asia), together with local governments, public agencies, and civil society.
 - Creating and delivering training materials for public officials on sustainable and inclusive infrastructure projects in cities, across different sectors such as the energy and buildings sector, the waste sector, adaptation and sustainable transport.
 - Researching and writing in-depth, engaging case studies from interviews, documentation, and desk research.
- Significant knowledge of:
 - Integrating social inclusivity into urban infrastructure projects, particularly in the (1) climate adaptation, (2) transport, (3) energy and buildings and (4) waste sectors.
 - Inclusive community engagement processes.

- Sustainable urban development in developing countries and emerging economies.
- The intersection between financing and inclusive climate action in urban infrastructure projects (desirable).
- Excellent English, written and spoken. Knowledge of other relevant languages (e.g., Spanish, Brazilian Portuguese, French) is desirable, but not required.

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](#). Supplier diversity and inclusive procurement is one element of applying equity, diversity and inclusion to help deliver the goals of the Paris Agreement and build healthy, equitable and resilient communities.

5. C40 policies

C40 expects third parties to abide by these C40 policies:

- Non-Staff Code of Conduct Policy [here](#)
- Equity , Diversity and Inclusion Policy [here](#)
- GIZ Travel and Expense Policy [here](#)

6. Format for responses

Responses must include:

1. Brief 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 Euros €): this must include a breakdown by person, their role, and their daily rate (in Euros €), inclusive of any taxes.
5. Confirmation that the service provider will comply with C40's 'Contractual flow down requirements' found in Annex 3. Please note that it is a requirement of the CFF's funding that these be agreed to and followed; there is no scope for changes or amendments.

The documents should be in PDF format and must be in English. The proposal – which should explain how you will deliver the project – should be a maximum of 5 pages, excluding appendices and CVs.

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 and proposed team structure (30%)**
 - Robustness of the methodology and quality of the project proposal.
 - A clear composition of team and respective tasks, based on a strong project management structure.
- **Value-for-money (20%)**
 - Proposals meet the project's requirements at minimised and reasonable cost.
- **EDI considerations (10%)**
 - Proposals demonstrate a commitment to equity, diversity and inclusion as a team/organisation.

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.

- **Aris Moro**, Head of Knowledge and Partnerships, C40 Cities Finance Facility (amoro@c40.org).
- **Yasar Cohen-Shah**, Knowledge Officer, C40 Cities Finance Facility (ycohenshah@c40.org)

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](#). The CFF team will aim to answer questions as they come in.

Please submit your proposal by 5pm (GMT – London) on **12 January 2026**, using the subject heading “**CFF RfP – Inclusive Climate Action workshop materials – SUBMISSION**” to Yasar Cohen-Shah (ycohenshah@c40.org) and Aris Moro (amoro@c40.org).

7. 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 (€).

The total budget for this assignment should not exceed €20,000, inclusive of VAT and all applicable local taxes.

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

Translation should not be included in your proposal and budget. CFF will employ technical translators and interpreters to make the resources accessible to non-English speaking city officials.

8. Timeline of procurement

RfP Timeline	Due Date
Request for Proposals sent out	11 December 2025
Deadline of questions submitted to C40	7 January 2026
C40 responds to questions	9 January 2026
Deadline for receiving offers	12 January 2026
Evaluation of proposals ¹	13-16 January 2026
Interviews with prospective consultants, if required	19-21 January 2026
Selection decision made	22 January 2026
All potential suppliers notified of outcome	23 January 2026

¹ C40 reserves the right to request suitable bidders to refine their proposal and budget to meet the needs of the service package

9. Contracting

Please note this is a contract for professional services and not a grant opportunity. Organisations unable to accept contracts for professional services should not submit bids. The CFF intends to use the contract attached as Annex 2 and entitled *Services Contract* with the winning bidder(s). The CFF and the winning bidder will come to agreement on scope of work and all relevant details of the Statement of Work prior to the Statement of Work's execution.

All contracting and invoicing will be handled through:

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

All invoices should include the following project code: 16882 - GIZ CFF Phase 4. The payment schedule will also be confirmed at kick-off. Payments are made within 30 days of C40 approving an invoice and subject to satisfactory delivery of the services as approved by C40.

Subcontracting

If the organisation submitting a proposal needs to subcontract any work to meet the requirements of the proposal, this must be clearly stated. All costs included in proposals must be all-inclusive of any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organisations being contracted.

10. Disclaimer

C40 will not accept any liability or be responsible for any costs incurred by respondents in preparing a response for this RfP. Responses submitted will be accessible by all C40 staff and external evaluators (if any).

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 C40 (or any of its partners) to enter into a contractual arrangement. Nothing in this RfP should be interpreted as a commitment by C40 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 2 and entitled *Services Contract* 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 is unable to execute a contract with the winner of this competitive process, we reserve the right to award the contract to the second highest Potential Supplier.

11. Term of Assignment

The assignment is planned to run from January 2026 to the end of April 2026, or until notified. The Term may be extended upon the written approval of both Parties.

Have a concern?

C40 is committed to the highest standards of ethical behaviour. As such, we are committed to being open and responsive to complaints and suggestions on how we can improve from outside the organisation. Please refer to [C40 Complaints Procedure](#) on how to reach us.

Annex 1 – Details on CAFE contents and agenda

City Academy on Finance and Equity

- [CAFE workbook](#)
- [Introduction to ICA](#)
- [Community engagement](#)
- [ICA in waste management](#)
- [ICA in nature-based solutions](#)
- [ICA in energy and buildings sector](#)

Financing Inclusive Climate Action Academy (FICAA) [Spanish]

- [Equidad e inclusión en el marco de proyectos de infraestructura sostenible](#)
- [Definición del proyecto, viabilidad técnica y financiera](#)
- [Caso de negocio](#)
- [Acceso y vinculación al financiamiento](#)
- [Preparación de la implementación](#)

Annex 2 – Services contract template

SERVICES CONTRACT

Contract Details

C40:	[NAME OF C40 ENTITY WHO RECEIVED THE GRANT] hereinafter 'C40.'
C40's address:	[REGISTERED ADDRESS OF C40 ENTITY WHO RECEIVED THE GRANT]
C40 Point of Contact:	Name: [NAME] Title: [TITLE] Email: [EMAIL]
Supplier:	[ORGANISATION NAME] hereinafter, 'the Supplier'
Supplier's address:	[ADDRESS]
Supplier Point of Contact:	Name: [NAME] Title: [TITLE] Email: [EMAIL]
Contract Term	Start date: [DD/MM/YY] End date: [DD/MM/YY]
Maximum Fee:	[x] inclusive of all applicable taxes
This Agreement comprises	The Contract Details Schedule One - Statement of Work Schedule Two - General Conditions for Supply of Services [Schedule Three - Donor Flowdown Requirements] [Schedule Four - Schedule of Amendments] [Schedule Five - Any additional Personal Data controls to be included where the Supplier decides how and why personal data will be handled. Personal Data is anything that allows an individual to be identified - such as names, addresses, comments etc.]
Interpretation	In the event of any contradiction between the components of this agreement, the following order of precedence shall apply: (i) The Contract Details (ii) Schedule One - Statement of Work [(iii) Schedule Three - Donor Flowdown Requirements] [(iv) Schedule Four - Schedule of Amendments]

	(v) Schedule Two - General Conditions for Supply of Services [Schedule Five - Any additional Personal Data controls to be included where the Supplier decides how and why personal data will be handled. Personal Data is anything that allows an individual to be identified - such as names, addresses, comments etc.]
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This Agreement has been entered into on [DATE OF FINAL SIGNATURE]:

Signed for C40	Signed for the Supplier
[NAME]	[NAME]
[TITLE]	[TITLE]
Date:	Date:

SCHEDULE ONE - STATEMENT OF WORK

- The Services

[Explain the services in detail. Use clear language in the active voice, particularly where you want there to be a clear requirement for the supplier to deliver. Define any abbreviations you use. More drafting guidance can be found in Section 5 of the [Procurement Manual](#).]

- Timeline of Project

[Describe the timeline of the project in more detail.]

[If there are any deadlines that MUST be met include the following optional text: **Time shall be of the essence in performance of the Contract.**]

- Basis of Payment

State the basis of payment clearly, eg:

- The basis of payment will be a fixed fee
- The basis of payment will be milestone deliverables
- The basis of payment will be time and expenses

Then provide further details of how suppliers will be paid, including details of rates. 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.

[If you want to include expenses as part of the fee include the following optional text: **C40 will reimburse reasonable and necessary pre-approved out-of-pocket expenses incurred by the Supplier in performing the Services. The Supplier will provide documentation supporting any expenses with the applicable invoice**]

Do not delete: Payment shall in no event exceed the Maximum Fee set out in the Contract Details.

- 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 as it makes addressing delivery/performance issues challenging. 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.

SCHEDULE TWO - GENERAL CONDITIONS FOR SUPPLY OF SERVICES

1. Supply of services

- 1.1 In supplying the services set out in the Statement of Work ('the Services'), the Supplier shall:
- (a) Perform the Services with the reasonable skill, care, and diligence to be expected of a qualified professional reasonably experienced in providing services of a similar nature and complexity to the Services;
 - (b) Cooperate with C40 in all matters relating to the Services, and comply with all reasonable instructions of C40;
 - (c) Only use personnel who are suitably skilled and experienced to perform the tasks assigned to them;
 - (d) Ensure that it obtains, and maintains all consents, licences and permissions it may require and which are necessary to enable it to comply with its obligations in this Agreement;
 - (e) Establish adequate health and safety standards for its employees and observe all health and safety rules and regulations and any other reasonable security requirements that may be in force at the place of performance;
 - (f) Comply with C40's [Non-Staff Code of Conduct](#) as an integral condition of this Contract;
 - (g) Immediately report misconduct or behaviour not in line with the Non-Staff Code of Conduct to ethics@c40.org.

2. Intellectual property

- 2.1 The Parties agree that C40 has ordered and commissioned all material that the Supplier creates under this Agreement (The 'Deliverables') as works made for hire.
- 2.2 The Supplier hereby irrevocably assigns to C40 all of its rights, title, and interest in the Deliverables.
- 2.3 The Supplier waives, to the extent they can be waived under any applicable law, all rights known as "moral rights" arising in the Deliverables.
- 2.4 The Supplier agrees to promptly execute and deliver to C40 any documents C40 requests to confirm and enforce C40's absolute ownership of the Deliverables.
- 2.5 If the Supplier incorporates, in whole or in part, any intellectual property already owned by the Supplier ("Pre-Existing Works") into the Deliverables, the Pre-Existing Works shall remain the property of the Supplier.
- 2.6 The Supplier shall identify the Pre-Existing Works in writing and grant C40 a worldwide, irrevocable, fully-paid up, and royalty-free licence (with the right to sublicense) to reproduce, distribute and create derivative works of, publicly display, and perform the Pre-Existing Works, to the extent they have been incorporated into the Deliverables, in furtherance of C40's charitable and educational mission.
- 2.7 If the Supplier wishes to incorporate any elements owned by third parties ("Third-Party Materials") into the Deliverables, Supplier will identify these in writing and obtain on C40's behalf a worldwide, irrevocable, fully-paid up, and royalty-free licence (with the right to sublicense the right) to reproduce, distribute, create

derivative works of, publicly display, and perform the Third-Party Materials in furtherance of C40's charitable and educational mission.

- 2.8 The Parties acknowledge and agree that this Agreement is not intended to restrict the Supplier from continuing to use any general ideas, concepts, know-how, methodologies, processes, or techniques that the Supplier has acquired and developed in the course of supplying the Services.
- 2.9 All Deliverables produced under this Agreement are made publicly available under an [Attribution-ShareAlike 4.0](#) International Creative Commons Licence, save to the extent that C40 identifies them as confidential or is required to pass ownership of intellectual property to a third party.
- 2.10 Where applicable, the Supplier shall ensure that the Deliverables include a clear reference to the Creative Commons Licence in line with clause 2.9.
- 2.11 Under this licence, the Supplier has a non-exclusive right to copy, adapt, and redistribute the Deliverables in any medium or format for any purpose, even commercially, provided that C40 is appropriately credited and any derivative works are distributed under the same licence.
- 2.12 Any use of C40's logo, or the logo of any third party connected with the Services such as a C40 partner organisation or funder, shall be subject to C40's prior written consent.
- 2.13 The Supplier shall not make any express or implied statements to the effect that any partner organisation or funder involved in this project is directly funding them.

3. Payment Terms

- 3.1 In consideration for the provision of the Services, C40 shall pay the Supplier the fees as set out in the Statement of Work.
- 3.2 C40 shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
- 3.3 C40 reserves the right to reject invoices for services that fail to meet the standard of care set out in clause one. For the avoidance of doubt, work that in the opinion of the C40 Point of Contact has been produced using generative artificial intelligence - save as expressly agreed in advance - shall be deemed inadequate.
- 3.4 Invoices will be addressed to the C40 entity and registered address set out in the contract details, with attention to C40 Finance and be delivered via electronic mail to: finance@c40.org.
- 3.5 In the event C40 fails to make payment of any undisputed sums within 30 days of receipt of a correctly completed invoice, the Supplier has the right to notify C40 that they will be suspending services until such time as the payment is made. The Supplier will immediately resume performance of the Services on receipt of all overdue payments.

4. Indemnity

- 4.1 The Supplier shall indemnify C40 against all liabilities, including legal costs, arising out of:
 - (a) The negligent performance of the Services by the Supplier, their personnel or their subcontractors;

- (b) Any breach of this Contract by the Supplier, their personnel or their subcontractors;
- (c) Any third-party claim resulting from or related to the Services, to the extent the liability or harm was caused by the negligence or breach of contract by the Supplier, their personnel or their subcontractors;
- (d) Any claim brought against C40 for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the Services.

5. Limitation of liability

- 5.1 C40's liability under this Agreement is limited to the fees payable to the Supplier under Clause 3, and in no event will include consequential, special or indirect damages or claims for loss of profit or business.
- 5.2 The Supplier's liability under this Agreement is limited to 5 times the Maximum Fee set out in the Contract Details, and in no event will include consequential, special or indirect damages or claims for loss of profit or business.

6. Insurance

- 6.1 The Supplier shall maintain sufficient professional indemnity insurance and public liability insurance (or the local equivalent in their place of registration) to cover the liabilities that may arise under or in connection with the Contract for the duration of the Contract Term and for a period of five years thereafter.

7. Confidentiality

- 7.1 During the course of performing the Services, each party may have access to confidential or proprietary information ("Confidential Information").
- 7.2 The party receiving the confidential information will:
 - (a) Keep the Confidential Information secret and confidential;
 - (b) Not use the Confidential Information in any way, except to deliver the Services;
 - (c) Only disclose the Confidential Information to those of its officers, employees, or subcontractors who need access to the Confidential Information to deliver the Services provided that they:
 - (i) Inform them of the confidential nature of the Confidential Information;
 - (ii) Take all reasonable steps to ensure that anyone receiving the Confidential Information complies with the confidentiality obligations set out in this Clause 7.
- 7.3 The Obligations set out in Clause 7 shall not apply, or shall cease to apply, to Confidential Information which:
 - (a) Is, or becomes, publicly available, other than as a result of breach of this Agreement;
 - (b) Was already lawfully known before it was disclosed;

- (c) Was separately received from a third-party, and the third-party was not under any confidentiality obligations related to the Confidential Information;
 - (d) Is required to be disclosed by law.
- 7.4 If requested by C40, the Supplier shall immediately destroy or return all documents and other records of C40's Confidential Information.
- 7.5 If the Confidential Information is stored in electronic form, the Supplier shall - on the request of C40 - permanently erase all such Confidential Information from its computer and communications systems and devices used by it.
- 7.6 C40 may request the Supplier certify in writing that it has complied with any of the obligations in Clause 7.

8. Record-Keeping and Cooperation in Audits

- 8.1 The Supplier shall maintain sufficient records necessary to demonstrate its compliance with its obligations under this Agreement and under law for a period of five (5) years following completion of the Services or termination of this Agreement - whichever is later.
- 8.2 All records will be maintained in accordance with generally accepted record-keeping principles and stored in a way that is easily accessible and understandable to an auditor.
- 8.3 At no additional charge to C40, the Supplier shall provide C40 (including its designated auditors and/or any relevant regulators) full cooperation in any audit and access at reasonable times, to all records relating to the Supplier's compliance with its obligations.
- 8.4 Where the Supplier has sub-contracted whole or part of the Services to any subcontractors, the Supplier shall ensure that C40 has equivalent rights to cooperation at no additional cost against any such subcontractors.

9. Media Enquiries and Non-Disparagement

- 9.1 The Supplier will not, during the Term or thereafter, discuss C40 with any media organisation or news provider (print, digital, television or otherwise) without prior approval from C40.
- 9.2 Nothing in this agreement shall grant a right to make public statements on behalf of C40 or create materials purporting to contain C40's endorsement for any political campaign, party or candidate, or for any product or service.
- 9.3 The Supplier 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 or any related entities.
- 9.4 Where the Supplier is an academic or scientific institution, nothing in this clause is intended to affect the Supplier's ability to give commentary in the academic context.

10. Termination

C40 may terminate this Agreement upon 30 days' written notice to the Supplier.

10.2 On termination of this Agreement:

- (a) C40's only obligation to the Supplier will be to pay amounts already due for services satisfactorily rendered;
- (b) The Supplier shall immediately deliver to C40, in understandable and organised form, all Deliverables and works-in-progress;
- (c) The Supplier shall at no extra charge provide all assistance reasonably required by C40 to facilitate the smooth transition of the Services to C40 or any replacement supplier appointed by it.

11. Compliance with Law

- 11.1 The Supplier shall comply with all applicable laws in the place of performance and with internationally accepted anti-corruption, anti-bribery, anti-money laundering, terrorist-financing and sanctions laws, particularly the United States Foreign Corrupt Practices Act of 1977 (as amended) and the UK Bribery Act 2010.
- 11.2 In performing the Services, the Supplier will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by the United States, United Kingdom, European Union or the United Nations.
- 11.3 In performing its obligations under this agreement, the Supplier shall comply with all applicable modern slavery laws and hereby represents and warrants that it has not been convicted of or investigated for any actual or alleged offence of the above, including any forced labour or human trafficking.
- 11.4 The Supplier recognises they are responsible for complying with their own tax obligations and for taking advice as appropriate on their local liabilities. To the extent the supplier is liable for US taxation, whether due to tax residence or performance of the services within the United States, the Supplier must provide C40 the appropriate IRS tax form (w8 or w9) prior to issuing their first invoice. C40 has a right to withhold payment until this obligation is met
- 11.5 The Parties agree to abide by all applicable data protection laws.
- 11.6 Where the Supplier is working with personal data on C40's behalf they will be regarded as a data processor and will process personal data only on the written instructions of C40.
- 11.7 In the event the Supplier would be understood under applicable local legislation as a Data Controller, the Parties shall sign a separate Data Sharing Agreement covering these terms.
- 11.8 The Supplier will ensure that (i) every member of their personnel who comes into contact with the personal data will be bound by obligations of confidentiality equivalent to those set out in this agreement, and (ii) all appropriate technical and organisational measures are used to protect the security of the data.
- 11.9 In the event the Supplier sub-contracts any work involving personal data, they will ensure a data sharing agreement on equivalent terms to this Clause 11 will be signed

by the Sub-Contractor.

- 11.10 The Supplier will give all assistance necessary to help C40 comply with their obligations under the applicable legislation and will provide whatever information C40 needs to prove they have complied with their legal obligations.
- 11.11 The Supplier agrees to delete or return all personal data to C40 at the end date set out in the Contract Details.
- 11.12 The Supplier will immediately report breaches of this Clause 11 to ethics@c40.org.

12. General

- 12.1 **Representations, Warranties and Covenants.** By entering into this Agreement, the Supplier represents, warrants and covenants that it
 - (a) Has the full right and authority to enter into this Agreement and to grant all rights granted;
 - (b) It will not violate the terms of any pre-existing agreement that the Supplier may have with another party;
 - (c) All Supplier employees used in the provision of the Services are approved and authorised to work in the place they will be working under all applicable rules and regulations.
- 12.2 **Term.** The term shall begin and end on the start and end dates set in the Contract Details, unless terminated early in accordance with Clause 10. If the Supplier has provided any of the Services prior to the start date then the terms of this Agreement apply. Any clauses that would ordinarily survive termination or expiration of contract will survive such termination or expiration.
- 12.3 **Independent Contractor.** Neither the Supplier, nor any of its directors, officers, employees, volunteers, agents, or contractors (as applicable) will become, by virtue of this Agreement, an employee or agent of C40. The Supplier's employees will have no right to bind C40. The Supplier will assume all responsibility for unemployment compensation, workers' compensation, retirement plans, and other benefits, as well as all obligations to pay taxes on any amounts paid in connection with this Agreement.
- 12.4 **Force Majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. The Parties will promptly notify each other as soon as they are aware of a potential Force Majeure event and agree a reasonable timeframe for resuming the Services.
- 12.5 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under this Agreement without the prior written consent of C40. If C40 consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own. The Supplier must ensure that the terms of any subcontract reflect the terms of this Agreement, in particular, but not limited to, the requirement that all subcontractors must accept the Non-Staff Code of Conduct as an integral part of their agreement.

- 12.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The parties expressly agree that any alternative or additional terms introduced as part of an invoice ('back of invoice terms') shall be deemed invalid and will not form part of the Contract.
- 12.7 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.8 **Waiver and Severance.** A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it restrict the further exercise of that or any other right or remedy. If any part of this agreement is or becomes invalid, illegal or unenforceable, that shall not affect the validity and enforceability of the rest of this agreement.
- 12.9 **Notices.** Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be deemed served, when sent by email to the point of contact identified in the Contract Details, other relevant key person, or as otherwise acknowledged as received by the Party receiving the notice.
- 12.10 **Execution by Counterparts.** 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 to this Agreement delivered by email, PDF, or facsimile will be considered valid and binding.
- 12.11 **Third party rights.** No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 12.12 **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.
- 12.13 **Jurisdiction.** Each party irrevocably agrees that any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement shall be resolved by arbitration in the London Court of International Arbitration.

SCHEDULE THREE - DONOR FLOW DOWN REQUIREMENTS

[Where a project is funded by one or more restricted grants, donors may have additional requirements that apply in addition to the standard General Conditions. 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 contracts funded by that grant.]

The Supplier will comply with any additional donor requirements set out in the Schedule of Donor Requirements as an integral condition of the Contract.

SCHEDULE FOUR - SCHEDULE OF AMENDMENTS

[Include this schedule only if we have agreed any amendments to the General Conditions. The text of the General Conditions must not be marked up or amended by the Supplier. All Changes require legal approval.]

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 / The reference to ABC shall be excluded from Clause X:

Amended text

SCHEDULE FIVE

[Include this in case of any additional Personal Data controls to be included where the Supplier decides how and why personal data will be handled. Personal Data is anything that allows an individual to be identified - such as names, addresses, comments etc.]

Annex 3 – Contractual flowdown requirements

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

The Parties recognise and agree that the Statement of Work is funded under the Grant Agreement (Grant ID: 81313050) between C40 Cities Climate Leadership Group Inc. (C40 Cities) and Deutsche Gesellschaft für Internationale Zusammenarbeit GmbH (GIZ) for the period 1 November 2024 -31 December 2027.

Accordingly, in addition to the standard agreed position under the Services Contract, the Supplier recognises and agrees the following:

1. The Supplier shall carry out the Project with due diligence, efficiency and in accordance with sound administrative, technical, financial, business and development practices.
2. The Supplier will obtain any necessary licences, approvals, and consents to implement, carry out, or operate any measure required in the performance of the contract.
3. Any non-fulfillment or non-performance is permitted to be managed accordingly and may result in termination of the contract. The Supplier is to repay funds used improperly under the Project or law.
4. The Supplier will bring to the attention of the Project Manager at C40 Cities 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:
 - a. Substantial changes in the risk assessment of the project;
 - b. The occurrence of unintended adverse impacts on human rights, the environment and climate, context characterised by fragility and violence, and gender equality;
 - c. Other significant time, financial, technical or development policy changes during the contract and risks to the safety or health of assigned staff.
5. C40 Cities will seek remedies under the Services Contract 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.
6. Funds provided to the Supplier under this Statement of Work may only be used for actual costs not already financed under other sources of funding.
7. All quotes and pricing is to be within reasonable market range.

8. All funds from C40 Cities should be placed into an interest-bearing account, as far as possible. Any interest earned should be allocated to the Project.
9. If funds are converted to other currencies, any income from the currency conversion is to be applied to the Project. All currency conversions are to be done using [InforEuro](#).
10. Appropriate insurance is to be in place for all work undertaken.
11. Expenses can only be claimed for items specified in the Supplier's contract. Please refer to the [Travel and Expense Policy for non-staff](#) for further details.
12. C40 Cities 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 Cities use of grant funds.
13. C40 Cities is obliged by the terms of the grant to retain for 10 years after the end of the project all books, records, and the originals of the supporting documents. C40 Cities 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.
14. Accordingly, the Supplier agrees to take all necessary measures to enable C40 Cities to fulfil these obligations and will provide reasonable cooperation, including promptly responding to requests for additional information, to enable C40 Cities to fulfil its obligations to the donor.
15. Supporting documentation and invoices are to be submitted in German, English, French or Spanish or a translation into one of these languages.
16. The Supplier is permitted to sub-contract elements of the scope, provided that:
 - a. The regulations on public procurement in the United States of America are followed.
 - b. The Procurement Guidelines outlined in Annexe 4a of the GIZ Grant (Award Procedure/Procurement Guidelines) are followed.
 - c. All goods or services procured are to be used exclusively for the purposes of this project.
 - d. Competent and qualified consultants must be contracted to achieve the objectives.
 - e. Procurement shall comply with the relevant sustainability standards.
17. At the request of C40 Cities the Supplier shall provide evidence of the proper implementation of the contract award procedures.
18. Any sub-contracts placed under this Statement of Work shall reflect the provisions of the Services Contract and this schedule of Contractual Flowdown Requirements.

19. 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.
20. 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.

21. Ethical and Environmental Standards

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

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

The Supplier, and any third parties, 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 Majesty's Treasury and the Department for International Trade of the United Kingdom; and

e) the government of the United States of America, and any department, division, agency, or office thereof, including, inter alia, the Office of Foreign Asset Control (OFAC) of the United States Department

of the Treasury, the United States Department of State and/or the United States Department of Commerce.

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 Supplier 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 Supplier 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 Supplier becomes aware of an event that results in the inclusion of aforementioned individuals on such a list.

The Supplier 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.

- ii. Money laundering
- iii. Bribery: No direct or indirect gifts, advantages accepted or given.

22. The Supplier shall immediately repay any funds used in contravention of this prohibition.
23. The Supplier 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.
24. The Supplier shall comply with any embargoes or other trade restrictions issued by the UN or the EU.
25. The Supplier shall immediately inform C40 Cities of an event that results in any member of its personnel, management, governing bodies, shareholders or contractual partners appearing on a sanctions list.
26. The Supplier 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.
27. The Supplier are obliged to use the funds in compliance with international standards and multilateral agreements, in particular:

- a. International human rights conventions;
 - b. The International Labour Organisations declaration of 1998 and
28. When using the funds, the Supplier will ensure:
- a. The protection of children;
 - b. The prevention of violence, abuse and exploitation of any kind;
 - c. Non-discrimination, especially with regard to origin, ethnicity, religion, age, gender identity, sexual orientation or disability;
 - d. The promotion of equal opportunities for all genders.
29. The Supplier 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.
30. The Supplier is obliged to deliver the services in a way that:
- a. Is in full compliance with all applicable tax regulations;
 - b. Is in full compliance with international environmental law;
 - c. Minimises emissions of greenhouse gases
 - d. Avoids or reduces unintended adverse impacts on:
 - e. The environment;
 - f. Climate protection;
 - g. Adaptation to climate change;
 - h. Human rights;
 - i. Contexts characterised by fragility and violence;
 - j. Gender equality;
 - k. Harassment and abuse.
31. The Supplier shall take appropriate measures to prevent sexual harassment in a professional context.
32. The Supplier shall refrain from inciting violence or hatred as well as objectively unjustified discrimination against an individual or group of individuals.
33. The Supplier will act at all times in an impartial and loyal manner towards C40 Cities and GIZ.
34. 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.
35. During the term of the Agreement, the Supplier shall not conclude any contract where a conflict of interest is to be anticipated due to the nature of the contract of the Supplier'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 Cities.

36. In the event a conflict of interest arises, the Supplier must disclose such an event to C40 Cities without undue delay.
37. 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).
38. In the event the Services involve the processing of personal data, the Supplier will enter into a separate data processing agreement with C40 Cities which shall govern the use of such data.
39. 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 Supplier 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 Supplier is to notify C40 Cities, 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.
40. The Supplier will make no press releases or public statements about the Project without the prior written permission of C40 Cities. C40 Cities shall obtain the approval of all press releases or public statements regarding the project by GIZ in writing prior to release or disclosure.
41. 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".
42. Whistleblowing access is available at [C40](#), [GIZ](#), [BKMS](#) or the [ombudsman](#).

Accordingly, the Supplier 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.